

AGREEMENT

Between the

TOWN OF PARIS

And

TEAMSTERS LOCAL UNION 340

For the

PARIS POLICE DEPARTMENT

*July 1, 2013 To
June 30, 2016*

TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE

ARTICLE 2 – RECOGNITION

ARTICLE 3 – UNION SECURITY

Section 1 – Union Membership

Section 2 – Fair Share Fees

Section 3 – Indemnification

ARTICLE 4 – IDENTIFICATION FEES

ARTICLE 5 – ACCESS TO PREMISES

ARTICLE 6 – CHECK-OFF AUTHORIZATION

Section 1 – Deduction and Dues

Section 2 – Indemnity

ARTICLE 7 – GRIEVANCE PROCEDURE

Section 1 – Definition and Procedure

ARTICLE 8 – STEWARDS

Section 1 – Authority

Section 2 – Steward's Time

Section 3 – Negotiating Team

ARTICLE 9 – PERSONNEL FILES

ARTICLE 10 – BEREAVEMENT LEAVE

ARTICLE 11 – LEAVE OF ABSENCE

ARTICLE 12 – SEPARATION OF EMPLOYMENT

ARTICLE 13 – SEPARABILITY AND SAVINGS CLAUSE

ARTICLE 14 – INJURED ON DUTY

ARTICLE 15 – NON-DISCRIMINATION

Section 1 - Ethnicity

Section 2 - Union Support

Section 3 -Americans with Disabilities Act (ADA)

ARTICLE 16 – DEFECTIVE EQUIPMENT

ARTICLE 17 - DISCIPLINARY PROCEEDINGS

ARTICLE 18 - BULLETIN BOARDS

ARTICLE 19 - SENIORITY

Section 1 - Seniority List

Section 2 -Lay off

ARTICLE 20 - LIE DETECTOR TEST

ARTICLE 21 - EXAMINATIONS

ARTICLE 22 - RETIREMENT

Section 1 - Social Security

Section 2 -Maine State Retirement

Section 3 - 457 Deferred Income Retirement Plan

ARTICLE 23 - WAGES

ARTICLE 24 - VACATION

Section 1 - Schedule

Section 2 - Entitlement

Section 3 - Termination

Section 4 -Increments

Section 5-Approval

Section 6 - Carrying

Section 7-Employee death

ARTICLE 25 -INSURANCE

Section 1 - Workers' Compensation

Section 2 -Health Insurance

Section 3 -Dental Insurance

Section 4 – Tort Claims Act

Section 5 – Section 125 Plan

ARTICLE 26 - SICK LEAVE

ARTICLE 27 - MANAGEMENT RIGHTS

ARTICLE 28 - HOLIDAYS

ARTICLE 29 – HOURS AND OVERTIME

Section 1 - Work Schedules

Section 2 – Call In

Section 3 - Court Time

Section 4 - Special Details

ARTICLE 30 – CLOTHING ALLOWANCE

ARTICLE 31 - OUTSIDE EMPLOYMENT

ARTICLE 32 - PROBATION

ARTICLE 1- PREAMBLE

Pursuant to the provisions of the Municipal Public Employee Labor Relations Law (Chapter 9-A, Title 26 M.R.S.A § 961 through 974, 1969, as amended), the parties hereto have entered into *this* Agreement in order to establish mutual rights, preserve proper Employee morale, and to promote effective and efficient operations.

ARTICLE 2 - RECOGNITION

The Town of Paris, hereinafter referred to as the "Employer or the "Town", recognizes the Teamsters Union 340, hereinafter referred to as the "Union", as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours, and other conditions of employment for all its eligible "Employees" within the Police bargaining unit, as determined in accordance with the Municipal Public Employees Labor Relations Law.

ARTICLE 3 - UNION SECURITY

Membership in the Local Union is not compulsory. Membership in the Local Union is separate, apart, and distinct from the assumption by an Employee of his equal obligation to the extent that he receives equal benefits. The Local Union is required under this Agreement to represent all of the Employees in the bargaining unit fairly and equally without regard to whether or not an Employee is a member of the Union. The terms of the Agreement have been made for all Employees in the bargaining unit 3-Tld not for members of the Local Union.

Section 1 - Union Membership

All Employees who are members of the Union as of the date of this Agreement, and all Employees who hereafter become members of the Union, shall, as a condition of employment, maintain their membership in good standing in the Union for the duration of this Agreement.

Employees must join the Union within 30 days from the date of hire. If the employee does not wish to join the Union as a full member s/he may choose to pay a fair share fee as outlined in Article 3 Section 2 of this Agreement.

Employees with the rank of Lieutenant or above shall not be a member of the Union as they are considered management.

Section 2 - Fair Share Fees

Any present or future Employee who is not a member and does not want to be a member may pay a fair share fee as a contribution towards the administration of the Agreement in an amount equal to eighty percent (80%) of the current dues for the duration of this Agreement.

Section 3 - Indemnification

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

ARTICLE 4 - IDENTIFICATION FEES

Should the Employer find it necessary to require Employees to carry full personal identification such requirement shall be complied with by the Employees. The cost of such personal identification shall be borne by the Employer. Time spent off duty, as directed by a supervisor, in pursuit of required personal identification shall be compensated for at applicable rates of pay.

ARTICLE 5 - ACCESS TO PREMISES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to. However, there shall be no interruption of the Employer's working schedule or Employee's working schedule.

Prior to entering the Employer's premises, the Union representative shall notify the Police Chief or, in their absence, the Town Manager.

ARTICLE 6 - CHECK-OFF AUTHORIZATION

Section 1 - Deductions and Dues

- a) The Employer shall deduct from the paycheck of all Employees covered by this agreement regular monthly dues and initiation fees weekly upon receipt of a signed authorization form from each Employee, (a copy of which is to be retained by the Employer), and a certified statement from the Secretary/Treasurer of the Local Union as to the amount for dues and fees. In the event dues and fees are deducted each week, the Employer shall forward such dues and fees to the Secretary/Treasurer of the Local Union before the fifteenth (15th) day of the month following the month in which deductions were made.
- b) The Employer agrees to deduct from the paycheck of all Employees covered by this agreement upon receipt of a signed authorization form from each Employee, (a copy of which is to be retained by the Employer) voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing Employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the Employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check the total amount deducted along with the name of each Employee on whose behalf a

deduction is made, the Employee's Social Security Number, and the amount deducted from the Employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

Section 2 - Indemnity

The Union shall indemnify and hold the Employer harmless against all claims and suits, which may arise by reason of any action taken in making deductions of dues and fees and remitting the same to the Union pursuant to this Article.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 1 - Definition and Procedure

A grievance is hereby jointly defined to be any dispute, which may arise under the interpretation or application of this Agreement. Any grievance arising between the Employer and the Union or an Employee represented by the Union shall be settled in the following manner;

Step 1: The steward, alternate steward, or the Employee shall present the written grievance to the Chief of Police within ten (10) business days after first knowledge of the grievance or the reason the grievance has occurred. If the steward and the Chief of Police have not resolved the grievance within seven (7) business days after the meeting between the grievant, steward, and the Chief of Police, the steward shall submit the grievance to the Business Agent of Local #340 who shall have seven (7) business days from the date of the Police Chiefs response or due date for response, whichever is earlier, to submit the grievance to the Town Manager.

Step 2: The Union representative shall then take the matter up with the Town Manager or their designee. Within seven- (7) business days after said meeting, the Town Manager shall render a decision of the grievance in writing and forward a copy to all parties concerned.

Step 3:

A. In the event that the decision of the Town Manager as rendered pursuant to (2) above is not acceptable to the grievant, the Union or the Employee may, within ten (10) business days after the decision due date, or receipt of the Town Manager's response, whichever is earlier, file a written request for grievance arbitration of the issue and so advise the Town of the Union's request to arbitrate. The parties shall attempt to mutually agree upon an arbitrator; if the parties cannot agree on an arbitrator in seven (7) business days from the date when notice is filed to arbitrate; either party can request the Maine Labor Relations Board to appoint an arbitrator. The expenses of the panel and the proceedings shall be shared equally by the parties.

B. The arbitrator shall have no authority to amend, modify, add to, or subtract from, the specific terms and provisions of this Agreement.

C. The arbitrator's decision shall be final and binding on the parties for the duration of the Agreement. The arbitrator shall be requested to issue the decision within thirty (30) days after the conclusion of testimony and final arguments.

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

The time limit for the foregoing processing of grievances may be extended by written mutual agreement of the Town and the Union or the Employee.

ARTICLE 8 - STEWARDS

Section 1 - Authority

The Employer recognizes the right of the Union to designate a steward. The authority of stewards so designated by the Union shall be limited to, and shall not exceed, the following duties and activities;

a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement

b) The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information have been reduced to writing.

Section 2 - Steward's time

Stewards shall be permitted to investigate, present and process grievances on or off the property of the Employer without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily or weekly overtime. However, in no case shall the steward spend more than two (2) hours in any week on Union business.

Section 3 - Negotiating Team

One member of the negotiating team shall be allowed sufficient time off without loss of benefits to represent the Teamsters Union Local #340 in negotiations which are scheduled during their scheduled working hours with the Employer concerning collective bargaining.

ARTICLE 9 - PERSONNEL FILES

Insofar as permitted by law, all personnel records, including home addresses, telephone numbers and pictures of members, shall be filed under the care of the town manager. The files shall be confidential and shall not be released to any person other than the Chief of Police.

Upon request, a member shall have the right to inspect their personnel record and any files kept upon them. Inspection shall be during regular business hours and shall be conducted under supervision of the Employer. However, there shall be no interruption of the Employer's working schedule or Employee's working schedule. A member shall have the right to have added to his personnel file a written refutation of any material which he considers detrimental.

No written reprimand shall be placed in a member's personnel file unless the member is first given the opportunity to see a copy of the reprimand. Within five (5) business days thereafter, the member may file a written reply. If the Employer thereafter places the written reprimand in the member's personnel file, they shall also include the reply.

Records will be purged, based on the following schedule, if the Employee has sustained no incidents that require documentation of any kind for the length of time specified. Oral reprimands shall be purged from the files after twelve (12) months. Written reprimands shall be purged from the files after twelve (12) months. Suspensions shall be purged from the files after twenty-four (24) months or immediately after exoneration.

ARTICLE 10 - BEREAVEMENT LEAVE

Full time employees who have completed at least three months of continuous employment who experience the death of a parent, spouse/domestic partner, sibling, child or grandchild, or a step-parent, step sibling, step-child or step-grandchild, may take up to 5 days of paid bereavement leave. Time off with 3 days of pay is granted for the following relatives: aunt, uncle, grandparent or in-law.

Additional days may be granted by the Town Manager which may be deducted from sick leave accrual, however never more than what is equal to the amount of accrued sick leave.

ARTICLE 11 - LEAVE OF ABSENCE

An Employee may request in writing and may be granted a leave of absence without pay at the sole discretion of the Town Manager for a period deemed necessary by the Employee but not in excess of twelve (12) months. The reason for that leave of absence shall be stated in writing and reviewed every three- (3) months and said leave may be discontinued after such review. After twelve (12) months of leave has elapsed, if the Employee has not returned to work, the Town Manager shall review the reasons for the leave of absence and may terminate the Employee's employment with the Town unless the Town Manager determines

that extraordinary conditions exist

No Employee shall receive salary or accumulate benefits from the Town while on leave of absence.

The Town shall comply with the terms and conditions set forth by the Family Medical Leave Act.

The Town will conform to federal and state laws regarding military and reserve service leave.

ARTICLE 12-SEPARATION OF EMPLOYMENT

Upon separation, the Town shall pay all wages owed (not including sick time) as well as earned vacation pay due to the Employee, if any, on the next regular pay day, provided all issued equipment and clothing has been returned.

In all cases of voluntary separation, the Employee shall provide the Town with written notice of intent to terminate employment two (2) weeks prior to such termination.

ARTICLE 13 -SEPARABILITY AND SAVING CLAUSE

If any article or section of this Agreement, or any supplements or riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and/or any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either the Employer or the Union for the purpose of arriving at a mutually satisfactory replacement of such article or section during the period of invalidity or restraint. There shall be no limitations of time for such written notice.

ARTICLE 14 - INJURED ON DUTY

Employees who are covered by this Agreement, and who are injured on duty shall be allowed to use their sick leave (if the Employee has any unused accrued sick leave) until the Workers' Compensation Check arrives. Once the Employee has received their Workers' Compensation Check, the Employee is then required to immediately buy back the used sick

leave whether or not the Employee returns to work.

ARTICLE 15- NON-DISCRIMINATION

Section 1 - Ethnicity

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms, or conditions of employment, because of the individual's race, color, religion, sex, national origin, or age. Nor will they limit, segregate, or classify Employees in any way to deprive any individual Employee or employment opportunities because of race, color, religion, sex, national origin, or age.

Section 2 - Union Support

The Employer and the Union agree that there will be no discrimination by the Employer or the Union against any Employee because of any Employee's lawful activity and support of the Union.

Section 3 - Americans with Disabilities Act (ADA)

The Town shall comply with the terms and conditions set forth by the ADA in dealing with all of its Employees.

ARTICLE 16 - DEFECTIVE EQUIPMENT

The Employer shall furnish vehicles that are in safe operating condition and provide equipment as required by law.

The Employees shall immediately, or at the end of the shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer.

All accidents to personnel or equipment, no matter how minor, must be reported immediately to the department head and/or supervisor and a written report must be made by the Employee on a form provided for that purpose.

ARTICLE 17- DISCIPLINARY PROCEEDINGS

The Town shall not suspend or dismiss an Employee without just cause. The member shall not be dismissed without first being given notice and an opportunity for a hearing whether the Employee requests it or not.

The member shall be informed of the exact nature of the charge and shall be given a fifteen (15) calendar day notice of the hearing date and shall be given time to consult legal counsel, conduct an investigation, and prepare a defense. Evidence to be presented at any hearing shall be disclosed, with or without a request, by the Town to the Employee and by the

Employee to the Town as soon as it becomes available. The hearing shall be before the Board of Selectpersons and shall be informal in nature. Legal counsel or a representative of the Union or the steward may accompany the member. The member shall have the right to confer with their representative at any time during the hearing, and shall have the right to have their representative speak in their behalf.

If a member is suspended, they may request and be granted a hearing before the Board of Selectpersons concerning the reasons for the suspension.

All decisions by majority vote of the Board of Selectpersons shall be final and binding.

ARTICLE 18 - BULLETIN BOARDS

The Employer agrees to provide suitable space on a bulletin board for the Union to post appropriate notices. The Union shall limit its use of the bulletin board to official Union business such as meeting notices and Union bulletins. The Union will see that said notices are removed no later than ten- (10) days after said function.

ARTICLE 19 - SENIORITY

Section 1 - Seniority List

A seniority list shall be established naming all Employees covered by this Agreement. The seniority list shall be brought up to date on January 1st of every year and immediately posted thereafter on bulletin boards for a period of not less than thirty (30) days and a copy of same shall be sent to the Union and the steward. Any objection to the seniority list, as posed, must be reported to the Employer within ten (10) days from the date posted or it shall stand as accepted.

The highest-ranking Employee shall be listed first. Seniority shall be based first upon the Employee's rank, and secondly on the Employee's last date of permanent hire. Seniority, for the purpose of this Agreement, shall be interpreted to mean length of continuous service by rank starting with the senior ranking officer and will be the sole factor in matters affecting vacation preferences. In the event of a lay off, seniority and qualification shall be factors in determining recall.

Seniority shall be the determining factor in determining an Employee's entitlement to a department position at such time as the qualifications of the candidates are determined to be substantially equal. The parameters to determine substantially equal as set forth herein shall be determined by the Chief of Police and applied equally to all affected Employees.

Section 2 - Lay-off

In the event it becomes necessary for the Employer to lay off Employees for any reason, Employees shall be laid off pursuant to Section 1 of this Article, by classification, with

bumping rights. All affected Employees shall receive a two (2) calendar week advance notice of lay-off, and the Employer shall meet with the effected Employees prior to the actual occurrence of lay off. Employees shall be recalled from lay off according to their seniority and qualifications.

Employees shall enjoy recall privileges for eighteen (18) months from date of lay off. The effected Employee shall file in writing their mailing address and telephone number with the Town Manager, at the Town Office and shall be obligated, as a condition of his recall rights for said eighteen (18) month period, to continue to inform the Town Manager in writing of any change thereafter. If the Town recalls an Employee, they shall notify the Employee by certified letter and said Employee shall notify the Town in writing within five (5) days of receipt of said letter if the Employee wishes to return to work. Said Employee will be required to report to work within ten (10) days of giving notice to the Town of their desire to work.

Employees placed into lay off status, which is likely to last for a period of more than thirty (30) days, must return all uniforms and equipment that fall within the description of Town property, to the Chief of Police within forty eight (48) hours of the notice of the first day of lay off.

ARTICLE 20 - LIE DETECTOR TEST

The Employer shall not require that Employees take a lie detector.

ARTICLE 21 - EXAMINATIONS

Physical or mental examinations may be required by the Town at its expense unless otherwise noted in this Article and shall be promptly complied with by all Employees.

The Employee shall authorize the physician to render an opinion to the Employer as to whether or not the Employee is physically and/or mentally capable of performing the job as required. This report shall be treated in a confidential manner.

The Employer reserves the right to select its own physician. The Union may have the Employee reexamined by a physician of the Employee's choice at its expense. In the event of a disagreement between the doctor selected by the Town and the doctor selected by the Employee, the Town doctor and the Union doctor shall mutually select a third within fourteen (14) days whose opinion shall be final. The expense of the third examiner shall be shared equally by the Town and the Union.

Such examinations shall not be used to harass an Employee.

ARTICLE 22-RETIREMENT

Section 1 - Social Security

The Town participates in the Social Security System covering all full time Employees. Participation is mandatory and includes a matching contribution from both the Employer and Employee.

Section 2 - Maine State Retirement

The Town is a local participating district within the Maine State Retirement System (MSRS). The Town agrees to continue the plan in affect at the time of signing of this contract subject to the mandatory changes set forth by the MSRS consolidation plan. Employees choosing not to become a member on the date of hire will be given the option to join on each subsequent anniversary date.

Section 3 - 457 Deferred Income Retirement Plan

The Town offers a 457 Deferred Income Retirement Plan made available through ICMARC. The rules governing the ICMARC 457 Deferred Income Retirement Plan shall have a vesting schedule whereas Employees become 100% vested upon reaching their seventh (7th) year of service.

Employees may contribute to the MSRS Plan and to the 457 Plan providing the Town's maximum contribution does not exceed 6%. The Employee must contribute to the Plans in order to receive the match from the Town.

The mandatory Employee contribution to the MSRS Plan is 6.5%. The Town's contribution is set annually by MSRS.

The Town will match 2% of gross income for every ½ % contributed by the Employee up to a maximum Town contribution of 6% if the Employee only participates in the 457 Plan. If the Employee participates in both the MSRS and the 457 Plan, the percent of the Town's match for the 457 Plan will be determined after receiving the annual contribution set by MSRS. The maximum Town contribution will not exceed 6%.

ARTICLE 23 - WAGES

Beginning July 1, 2013, the following base hourly rates shall become effective and remain in effect through the term of this Agreement:

		0	2.75%	2.5%
	07-12	07-13	07-14	07-15
Patrolman-One year continuous service	\$17.58	\$17.58	\$18.07	\$18.53
Patrolman-Three years continuous service	\$18.11	\$18.11	\$18.60	\$19.07
Patrolman-Five years continuous service	\$18.62	\$18.62	\$19.14	\$19.62
Patrolman-Ten years continuous service	\$19.15	\$19.15	\$19.68	\$20.18
Patrolman Fifteen years continuous service	\$19.68	\$19.68	\$20.23	\$20.74
Patrolman-Twenty years continuous service	\$20.20	\$20.20	\$20.76	\$21.28
Sergeant-Detective	\$22.24	\$22.24	\$22.86	\$23.44
SRO Officer	\$00.50	\$00.50	\$00.50	\$00.50
Armorer/Range/Taser Instructor	\$00.50	\$00.50	\$00.50	\$00.50
Field Training Officer	\$00.50	\$00.50	\$00.50	\$00.50
MCJA Certified Instructor	\$00.50	\$00.50	\$00.50	\$00.50

To be paid in December

Longevity

\$5.00 per week after 5 years of continuous service with the Town of Paris

\$1.00 per week for every year thereafter

If the Town Meeting fails to provide sufficient funds to cover the cost of this Agreement at its present staffing level, then the Union agrees to meet and discuss the issue of wages.

The Town retains the discretion to employ experienced Employees at rates up to the "Patrolman--Five years of continuous service" level.

The Town agrees to provide an explanation of earning and deductions.

ARTICLE 24-VACATION

Section 1- Schedule

The vacation schedule for all Employees working a rotating shift shall be as follows:

Period of Employment	Annual Accrual (hours)	Weekly Accrual (hours)
Six Months	43	1.653
Twelve Months	43	1.653
Two Year	86	1.653
Five Years	129	2.480
Ten Years	172	3.307
Fifteen Years	215	4.134

The vacation schedule for all Employees working regular shifts (i.e.: 40 hour work weeks) shall be as:

Period of Employment	Annual Accrual (hours)	Weekly Accrual (hours)
Six Months	40	1.538
Twelve Months	40	1.538
Two Years	80	1.538
Five Years	120	2.307
Ten Years	160	3.076
Fifteen Years	200	3.846

Section 2 – Entitlement

Entitlement to vacations under this Section shall be determined as of the Employee's anniversary date each year.

Section 3 - Termination

If an Employee voluntarily leaves their employment, the Employee shall be entitled to vacation pay for all unused vacation earned in the preceding anniversary year and shall be entitled to prorate vacation credits earned in the anniversary year in which the Employee voluntarily leaves.

Section 4 - Increments

Vacation days may be taken in not less than four (4) hour increments.

Section 5 - Approval

Vacations shall be scheduled only with the approval of the Chief of Police.

Section 6 - Carrying

Vacation time earned and not used shall be lost, except that 43 hours for the rotating shift worker and 40 hours for the regular shift worker of vacation may be carried over into the next anniversary year. Employees wishing to carry over vacation time in accordance with this provision must do so by written notification submitted to the Chief of Police no later than thirty (30) days prior to their anniversary date.

Section 7 - Employee death

In the event that an Employee covered by this Agreement dies during the term of this Agreement, their accrued vacation credits, sick time credits, compensatory time credits, or any other time accrued, if any shall be paid to their estate after probate's final determinations.

Section 8 - Change of work hours

The Sergeant and MDEA Agent will now be a 40 hour work week instead of 43 hour week.

ARTICLE 25 - INSURANCE

Section 1 - Workers' Compensation

The Town shall provide Workers' Compensation coverage to all members of the bargaining unit.

Section 2 - Health Insurance

The Town shall provide health insurance coverage outlined under a separate cover entitled "Town of Paris Healthcare Coverage". The Town will contribute 100% of the single premium, and 80% of the dependent care premium above the amount of the single premium. Changes to health plans must be by written agreement between the Town and the Union.

- 1) All employees hired after July 1 2013, the Town will contribute 90% of the single premium. The town will contribute 60% of dependent care premiums. (60-40).
- 2) Effective on July 1 2014, all employees hired prior to July 1 2013, the Town will contribute 90% of the single premium. The Town will pay 80% of the dependent care premiums. (80-20).

Section 3 - Dental Insurance

The Town shall provide single subscriber dental insurance coverage in effect at the time of this agreement. Changes to dental plans must be by written agreement between the Town and the Union. Dependent dental care coverage may be obtained at the Employee's expense.

Employee may request reimbursement of Dental expenses for self and family members from the Employee's Medical Spending Account but must first provide a copy of a statement or bill from a provider.

Section 4 - Tort Claims Act

The Town agrees to provide a policy with liability coverage in the amount of the Tort Claims Liability Act.

Section 5 - Section 125 Plan

The Town will provide a Section 125-cafeteria plan allowing pre-tax payroll deductions as provided by said plan in accordance with IRS rules and regulations.

ARTICLE 26 - SICK LEAVE

Sick Leave shall accrue at the rate of one (1) workday for each month of service to a maximum of sixty (60) days provided the Employee has actually worked eighty (80) hours during the month. All accrued time above 60 days at the time this agreement shall be grandfathered.

Sick Leave may only be used when personal illness or physical incapacity renders an Employee unable to perform the duties of their position unless otherwise stated in this Agreement and may be taken in not less than two (2) hour increments.

The Town reserves the right to investigate all uses of sick leave beyond three (3) consecutive days to determine whether or not said use of sick leave is appropriate. Said investigations may include, but need not be limited to, home visits with reasonable cause and requests for doctor certificates at the Employer's expense after insurance. Employees shall promptly comply with all requests for doctor certificates to validate sick leave when requested by the Employer. The Employee may select the doctor. The Town may select the doctor for a second opinion at Employer expense after insurance.

The Town agrees to provide one personal day to each Employee who does not use a sick

leave day for a period of six (6) months. For new Employees, the program shall begin at the date of hire. Said personal days must be used within six (6) months of being earned. The Town is not responsible to pay for personal days that are not used upon separation.

ARTICLE 27 - MANAGEMENT RIGHTS

The Town retains all rights and authority to manage and direct its Employees, except as otherwise specifically provided for in *this* Agreement. It is recognized by way of illustration and not by way of limitation that such rights and authority include, but are not limited to, the right and authority to exercise control and discretion over the organization and the efficiency of the operations of the department Hire, examine, classify, evaluate, promote, train, transfer, and assign Employees in position with the Town. Suspend, demote, discharge, or take other disciplinary action against Employees for just cause. Determine the location, method, means, and personnel by which operations are to be conducted. Change or eliminate existing methods of operation, equipment or facilities. Establish, implement and maintain effective safety, health, and property protection measures, and take necessary action to carry out the mission of the department in cases of emergency.

The Town will make every effort to notify Employees of a permanent or semi-permanent change in their work schedule 14 days in advance of said change. However, except in the case of an emergency, Employees will be notified in not less than 7 days.

ARTICLE 28 - HOLIDAYS

The following days shall be observed as holidays by all regular Employees in the bargaining unit:

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Day after Thanksgiving
Patriots Day	Columbus Day	Christmas Day

An Employee shall only receive holiday pay at their base hour's straight time rate for the number of hours equal to the Employee's regular scheduled workday,

An Employee required by the Employer to work on a holiday shall be paid time and one half their hourly rate for each hour worked on said holiday, in addition to the holiday pay to which the Employee is entitled as above described,

Administrative Holidays shall be treated the same as above regular holidays as it relates to pay.

ARTICLE 29 - HOURS AND OVERTIME

Section 1 - Work Schedules

The work schedule shall be in accordance with the Fair Labors Standards Act (FLSA) based upon a forty-three (43) hour work schedule,

The (43hr) employee will work the following fourteen day Schedule;

Week 1	Monday-Tuesday	Off
	Wednesday	12 hrs On
	Thursday	12 hrs On
	Friday-Sunday	Off
Week 2	Monday	12 hrs On
	Tuesday	12 hrs On
	Wednesday	Off
	Thursday	Off
	Friday	12 hrs On
	Saturday	12 hrs On
	Sunday	12 hrs On

84 total hours worked

Breaks down to 40 hours straight time plus 2 hours overtime Week 1
40 hours straight time plus 2 hours overtime Week 2

For Pay 43 hrs per week

The Town agrees to grant a first refusal of overtime to unit members for sick leave days of one or two consecutive days duration of a longer sick leave or one or two consecutive day vacation increments used, Notice to an Employee of an opportunity to work an available shift shall be a phone call to the Employee's residence, The phone call shall be on record by the Chief or his designee, The officers eligible to work the overtime shall be on a day off status or unscheduled for that available shift. Double shifts are not permitted except in an emergency as determined by the Chief of Police and as necessitated by the work schedule.

Section 2 - Call In

An Employee called to work outside his regularly scheduled shift shall be paid a minimum

of three- (3) hours work at 1.5 times the regular hourly rate, Such call back time shall not be annexed consecutively to one end of the work shift nor shall call back time pertain to scheduled overtime or special duty assignments.

Section 3 - Court Time

Any Employee required during his off duty time to appear at the Maine District Court, Superior Court, Grand Jury, Liquor Commission hearing, or Secretary of State hearing, to be a witness on any matter arising out of the performance of their duty as a police officer and not for personal reasons, shall be compensated at a minimum of two (2) hours at the appropriate rate of pay.

Section 4 - Special Details

Outside special details shall be offered to regular officers on a rotating basis before being offered to reserve officers. The rate of pay for special details shall be at 1.5 times the base hourly rate with a two- (2) hour minimum for all private contractors requiring police services.

ARTICLE 30 - CLOTHING ALLOWANCE

The Employer agrees that all full time Employees covered by this Agreement shall be provided at no cost to the Employees, all uniforms, shoes, and other equipment, which it deems necessary for the regular performance of the Employee's duties. The Employer shall provide \$200.00 per year for the cleaning of uniforms. This will be paid out at the same time as the longevity pay. The Town shall determine the appropriate uniform for all police officers.

The Town shall provide each Employee with a bulletproof vest upon gaining full-time employment status and is required to be worn while on duty. The supplied vest shall be replaced every five (5) years from its date of issue.

All plain clothed officers shall be compensated for the purchase of this clothing in the amount of \$400.00 paid semi-annually. Receipts shall be submitted within five days of purchase. The Chief of Police may elect to have clothes provided to this Employee through a clothing service at his discretion.

ARTICLE 31 - OUTSIDE EMPLOYMENT

The Chief of Police must approve all outside employment.

Outside employment may be terminated or curtailed by the Chief of Police if such employment hinders the Employee in the impartial or efficient performance of their

duties. In any event, no Employee shall fail to appear for a mandatory work shift or assignment due to conflicting outside commitments.


ARTICLE 32 - PROBATION

- 1) Employees being hired to full-time status shall complete an employment probationary period of one year.
- 2) While an employee is in the 12 month probationary period s/he will not be considered for promotion.
- 3) Probationary employees may be discharged within the 12 month period at the sole discretion of Management, and without recourse by the Union.

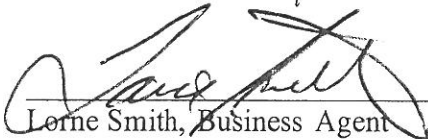
This Agreement shall be effective July 1, 2013 and remain in full force and effect until June 30, 2016.

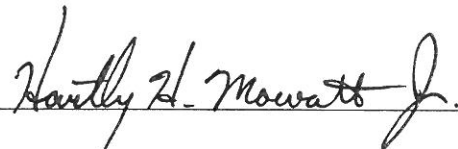
IN WITNESS WHEREOF, the parties hereto have set their hands this 25th day of July, in the year 2013

For Teamsters Local Union
340 Affiliated with the International
Brotherhood of Teamsters

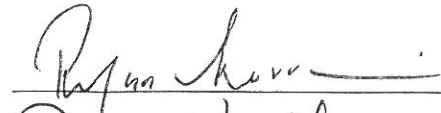
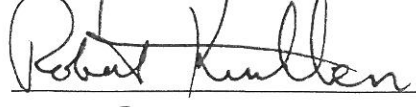
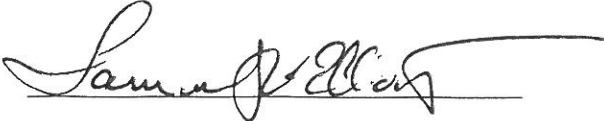

Vianney, President & Business Agent

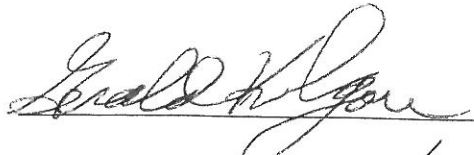


Brett Miller, Secretary-Treasurer


Lorne Smith, Business Agent


Hartley H. Mowatt Jr. Stewart

For the Town of Paris, The Board of
Selectpersons



From :Sgt Hartley H. Mowatt Jr.
Stewart Teamsters Union Local 340
Paris Police Department
South Paris, Maine 04281

Lorne Smith 31 July 2013
Business Agent
Teamsters Union Local 340
International Brotherhood of Teamsters

To: Ms. Amy Bernard
Town Manager
Town of South Paris
South Paris, Maine 04281

Subject: Memo for Amendment of the Agreement Between The Town of Paris and The Teamster Union Local 340 for the Paris Police Department, dated;

July 1, 2013 to June 30, 2016


1. Article 24 – Vacation
2. Section 9 – Overtime Calculations

The Employer shall include vacation hours as time worked in calculating overtime pay.

This item was erroneously left out of the Police Contract that was signed on 25 July 2013.

Submitted By:

Accepted By:


Sgt Hartley H. Mowatt Jr., Dated : 8-1-13

Ms. Amy Bernard, Dated: _____

Lorne Smith, Dated:  7/29/13

