

**AGREEMENT**

**Between**

**THE TOWN OF KENNEBUNK**

**and**

**MAINE ASSOCIATION OF POLICE**

**for the**

**POLICE PATROL OFFICERS**

**and**

**POLICE SERGEANTS UNIT**

Effective Dates:

July 1, 2021 through June 30, 2022

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This Agreement is entered into by the Town of Kennebunk, hereinafter referred to as the Town, and the Maine Association of Police, hereinafter referred to as the Union.

### ARTICLE 1 – PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, M.R.S.A. 961 through 974, 1979 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 recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours, and other conditions of employment for all its eligible employees within the bargaining unit in the Police Patrol Officers and Police Sergeants Unit, in accordance with the provisions of the Municipal Public Employees Labor Relations Act. In this agreement, the term "Unit" means all positions within the bargaining unit and the term "Classification" means the specific position in the bargaining unit.

### ARTICLE 3 - UNION SECURITY

All employees shall have the right to either join or not join the Union, except as otherwise provided herein. No employee shall be favored or discriminated against either by the Town or by the Union because of his/her/their membership or non-membership in the Union. The Union recognizes its responsibilities as bargaining agent and agrees to represent all unit members without discrimination, interference, restraint or coercion.

Any officer who chooses not to become a Member of the KPA/MAP, or any Member who chooses to cease to be a Member, shall be bound by such choice except as provided in this Article. Any Member who chooses not to join, or opts out of, the KPA/MAP shall be entitled to representation by the KPA/MAP but only upon payment to KPA/MAP of reasonable fees: including reasonable fees for employee representative services and for attorneys' fees, costs and expenses, including arbitrators' fees and expenses, that are incurred by KPA/MAP in the course of that representation. The current schedule of KPA/MAP non-member fees is set forth below:

Attorney Fees:	\$200.00 per hour
Field Representative Fees:	\$75.00 per hour

Any employee complying with these conditions shall be entitled to KPA/MAP services on the same basis and under the same terms as KPA/MAP Members. All fees are charged based on minimum 15-minute periods.

Any Member may change his/her/their status with respect to membership but only during the twenty (20) day period immediately prior to the expiration of the collective bargaining agreement then in effect by giving written notice of the same to the Town and KPA/MAP during that period. Otherwise, their current membership status shall continue to the next opt out period in the next pending contract.

#### ARTICLE 4 – CHECKOFF

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

#### ARTICLE 5 - MANAGEMENT RIGHTS

The Town retains all rights and authority to manage and direct its employees and to determine work shifts and assignments, except as otherwise specifically provided in this Agreement. The Union acknowledges the right of the Town to make reasonable rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement. The Town agrees to forward copies of said rules and amendments thereto to the designated Union Stewards.

#### ARTICLE 6 - LETTER ON PRACTICES

Section 1 - Extra Contract Agreements - The Town agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement unless mutually agreed to by and between the Town and the Union. Any other such agreement shall be null and void.

## ARTICLE 7 - SUBCONTRACTING

The Town shall maintain the right to establish contracts or subcontracts for municipal operations, provided this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall continue to be so performed.

## ARTICLE 8 - WORK PERFORMED BY SUPERVISORS

A supervisor may continue to perform work, which he/she/they normally performed prior to this Agreement. A supervisor may do work usually performed by employees as a temporary measure in case of emergency; to fill in for an absentee until a replacement can be obtained; for the purpose of relieving an employee for a reasonable period of time; for the purpose of instructing or training employees, checking work or equipment, enforcing reasonable rules and regulations, and to protect the safety of employees and equipment.

Should an occasion arise where a supervisor performs work which is regularly performed by employees other than for the reasons specified herein, the Union agrees that it does not have just cause for a grievance regarding a member of the supervisory force working unless an employee is displaced.

## ARTICLE 9 - STEWARDS

Section 1. An employee who is the authorized Steward of the Union (or Alternate) may be allowed time off with pay during his regular work or shift hours, by permission of the Chief of Police, to investigate grievances or to attend grievance hearings, but in no case shall such time exceed a total of two (2) hours per week for the Steward and Alternate combined except by written permission of the Chief of Police. The Alternate Steward shall serve as Steward only in the Steward's absence from work for his shift. With permission of the Chief of Police, the Steward (or Alternate) may be allowed time off, without pay, to attend official Union functions (such as annual convention) for up to three (3) days per year provided that such request is made in writing at least five (5) working days in advance of such function, that there is no disruption of departmental operations, and provided that the Town does not incur any expense as a result of the absence of said Steward or Alternate.

Section 2. No Discrimination Because of Union Activities - Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for their acts as such

"Officer of the Union" so long as the acts do not interfere with the conduct of the Town's business, nor shall there be any discrimination against any employee because of Union membership or activities.

#### ARTICLE 10 - ACCESS TO PREMISES

With the permission of the Chief of Police, authorized representatives of M.A.P. may enter Town premises for the investigation of pending disputes under this Agreement. A list of authorized M.A.P. representatives who may enter Town premises will be furnished by the Union to the Chief of Police within a reasonable period after the effective date of this Agreement.

#### ARTICLE 11 - EMPLOYEE/MANAGEMENT CONFERENCES

Conferences between representatives of the Town and up to three (3) members of the unit may be arranged by mutual consent of the parties to discuss matters of mutual concern including methods of improving the relationship between the parties. Such meetings, including the preparation of a written agenda, shall be planned in advance and shall be held at hours mutually agreeable to the parties. Employees acting on behalf of the unit shall suffer no loss of time or pay should such meeting fall within regular work hours.

#### ARTICLE 12 - BULLETIN BOARDS

The Town agrees to provide the Union a bulletin board, and space to display said board, in one work location. The Union shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins.

#### ARTICLE 13 - WORK RULES, DISCIPLINE, AND STANDARD OPERATING PROCEDURES

The Town may adopt or amend reasonable work rules. All rules, regulations, and amendments thereto shall be posted on the bulletin board and shall become effective on the day of posting unless otherwise noted. It shall be the responsibility of the employees to read the bulletin board daily.

Employees are required to abide by the terms of this Agreement and to comply with such rules and regulations as the Town may adopt which are not inconsistent with this Agreement. Should there be any doubt as to the employee's obligations, he/she/they shall comply with the rules and then grieve if he/she/they feels wronged. All written warnings, suspensions and discharges shall be for just cause,

including but not limited to violations of any rules adopted above and of provisions of this Agreement. All suspensions and discharges shall be stated in writing, and shall be forwarded to the affected employee and the Union Steward within five (5) business days of the date said actions were taken.

All discipline infractions placed in an employee's file that are received for an infraction which is less than a suspendable offense, shall be purged from the file if there is no disciplinary offense within the next eighteen (18) subsequent months.

All serious offenses (suspension but less than dismissal) shall be purged from the employee's personnel file if no recurrence of disciplinary action is received by an employee within a thirty-six (36) month period subsequent to the serious offense. Discipline imposed because of a violation of harassment and/or discrimination policies, ordinances or statutes shall be retained for five (5) years after the imposition of such discipline.

It is agreed that an employee may be suspended without pay if said employee's right to operate a motor vehicle in the State of Maine is suspended or revoked and shall depend upon maintaining or obtaining the right to operate a motor vehicle in the State of Maine.

### ***EMPLOYEE EVALUATIONS***

The Town retains the right to evaluate employee performance on a semi-annual basis. Continuing poor evaluation ratings may be cause for appropriate disciplinary action. Employees receiving evaluations, which they consider inappropriate from supervisory evaluators, shall have the right to appeal the evaluation to the Police Chief, within five (5) days from receipt of the evaluation. The Police Chiefs decision on the evaluation shall be final and binding, with no recourse to the grievance procedure.

The reasons listed below are illustrative of behaviors which may be grounds for dismissal, suspension (with or without pay), or oral or written reprimand.

1. Drinking on the job or arriving at work impaired by the use of intoxicating beverages or drugs.
2. Failure to follow lawful orders of superiors.
3. Being habitually late or tardy.
4. Intentionally failing to perform the duties of the position properly.
5. Negligent or willful damage to Town property.



6. Conviction of theft or any felony including any class A-B-C crime or narcotic drug violations.
7. Dishonesty, including falsification of official reports or records.
8. Use of abusive language to the public.
9. Violation of department rules and regulations.
10. Negligently endangering the safety of the public or other employees.
11. Acceptance of money or a gift by an employee when given under circumstances indicating the hope or expectation of receiving better treatment than that accorded the general public in general is prohibited and may result in immediate dismissal. All employees shall be responsible for providing municipal services to the public in a courteous and polite manner.
12. Other violation of the Standard Operating Procedures.

#### ARTICLE 14 - GRIEVANCE PROCEDURE

A grievance is hereby jointly defined as any dispute, controversy or misunderstanding which may arise under the interpretation or application of this Agreement.

- a) The aggrieved employee or employees must present the grievance to the Shop Steward or Alternate in writing.
- b) The Shop Steward or Alternate, with or without the employee, shall take up the grievance with the Chief of Police or his/her/their designee, within ten (10) days after its presentation by the aggrieved employee. If the Steward and the Chief or his/her/their designee have not resolved the grievance within ten (10) business days after the meeting between the grievant, Steward, and the Chief or his/her/their designee, the Shop Steward shall submit the grievance to the Union Business Representative.
- c) Within ten (10) business days after the written response of the Unit Supervisor is due, the Union Business Representative shall notify the Town Manager or his/her/their and arrange for a date to meet and take up the matter. Such meeting will be held within ten (10) business days of such request. Within three (3) business days after such meeting, (ten [10] business days if economic issues are involved), the Town Manager shall render a decision on the grievance.
- d) In the event that the decision of the Town Manager as rendered pursuant to subsection "C" hereof is not acceptable to the Union, the Union may, within five (5) business days, file a written request for grievance arbitration on the issue. If the Town and Union cannot agree

upon the selection of a grievance arbitrator within ten (10) business days from receipt of the Union arbitration request, the parties shall request arbitration of the grievance under the procedures of the Maine Board of Arbitration and Conciliation. The decision of the arbitrator(s) shall be final and binding on the parties, and the arbitrator(s) shall be requested to issue the decision within thirty (30) days after the conclusion of the testimony and final argument.

- e) Each party shall be responsible for compensating its own representatives and outside witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made providing it pays for the record and makes copies available without charge to the other party and to the Arbitrators.
- f) The time limits for the processing of grievances may be extended by mutual consent of both parties, first by telephone, and confirmed in writing.
- g) All grievances shall be initiated not later than thirty (30) days after the occurrence of the event or first knowledge of the event giving rise to the grievance (forty-five [45] days if economic issues are involved).

#### ARTICLE 15 - SEPARATION OF EMPLOYMENT

Upon separation, the Town shall pay all wages owed, as well as vacation pay earned and prorated in accordance with Article 21 herein, to the employee on the next regular pay day.

In all cases of voluntary separation, the employee shall provide the Town with written notice of intent to terminate employment ten (10) working days prior to such termination.

Failure to provide such notice shall be grounds for withholding any earned vacation pay. Prior to payment of said owed wages, the employee will turn in all uniforms and equipment belonging to the Town.

If an employee dies while on duty, the Town will pay all of the employee's accrued vacation time, wages and sick time, without any discounts, to the employee's beneficiary.

The employee, or his/her/their beneficiary, shall be solely responsible for any State and/or Federal taxes that may be due upon payment of said accrued benefits.

## ARTICLE 16 - SENIORITY LISTS

Any objections to the seniority list, as posted, must be reported to the Chief of Police within ten (10) days from the date posted or it shall stand as accepted, whereupon it shall take full force and effect.

Seniority, for the purpose of this Agreement, shall mean the length of continuous service within the unit from the date of last hire in a full-time permanent position, and shall be a factor affecting promotions for Patrol Officers if they are otherwise equally qualified and shall be a major factor in all matters affecting lay-off, recall and vacation preferences.

In the event that an incumbent employee within the unit transfers from a Patrol Officer position to one of the other positions within the same unit, the employee who transfers shall retain the original seniority date of hire for the computation of all leave time benefits. Classification seniority shall begin as of the date the transfer becomes effective.

All previous seniority shall be carried from one classification to another in the same unit, if an employee is re-assigned or transferred due to circumstances beyond their control, (i.e. elimination of a full-time position or disability resulting from a work-related injury). Said re-assignment is at the sole discretion of management and only possible if a position is available that the employee is qualified to perform.

In the event it becomes necessary for the Town to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority, by classification with bumping rights, all affected employees shall receive a two-week notice of lay-off, and the Town shall meet with the affected employees prior to the actual occurrence of the lay-off. Employees shall be recalled from lay-off according to their seniority. No new employees shall be hired until all employees on lay-off status have been afforded recall notices and responded to the same within two (2) weeks from date of notice.

If any employee is laid off, he/she/they shall have recall rights for eighteen (18) months from the date of such lay-off. The affected employee shall file, in writing, his/her/their then mailing address and telephone number with the Town Manager at his/her/they office and shall be obligated as a condition of his/her/their 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 said

employee by certified letter and said employee shall notify the Town in writing within ten (10) days of receipt of said letter if he/she/they wish to return to work. Said employee may be required to report to work within ten (10) days of giving notice to the Town of his/her/their desire to work.

#### ARTICLE 17 - WORK WEEK AND OVERTIME

A. WORK SCHEDULE AND EMERGENCY SITUATIONS - The work week for employees covered by this Agreement shall consist of forty (40) hours within a one-hundred and sixty-eight (168) hour period with fixed starting and ending day times. The Town reserves the right to change the work schedule, without notice, in emergency situations. The Police Chief will notify the unit members when the emergency is over and when the department will return to the normal schedule. Unit members may be required to work overtime on a mandatory basis in emergency situations.

B. WORK DAY - The following work schedule will remain in effect during this Agreement for Patrol Officers:

An eight and one half (8 1/2) hour day shift, an eight and one half (8 1/2) hour evening shift, an eight and one half (8 1/2) hour early morning shift. In addition, the Town shall be permitted to establish, at its discretion, an eight and one half (8 1/2) hour mid-day/evening shift and an eight and one half (8 1/2) hour mid-evening/early morning shift. The staffing of the mid-day/evening shift and the mid-evening/early morning shift shall consist of Patrol Officers with the least seniority, except other Patrol Officers may request assignment to such mid shifts. The Town shall, available off-duty personnel permitting, schedule a minimum of three (3) Officers (excluding the Chief of Police, Deputy Chief and Lieutenant) during the hours of 3:00 p.m. to 2:00 a.m.; during other hours of the day, the Town shall, available off-duty personnel permitting, schedule a minimum of two (2) Officers (excluding the Chief of Police) for each regular day shift, evening shift, and morning shift. There shall be no such minimum staffing requirement for the mid-day/evening shift or mid-evening/early morning shift. The Town reserves the right to determine the manner in which the three Officer scheduling requirement shall be accomplished (i.e., the particular scheduling of the evening, morning, mid-evening/early morning shifts and related overtime). Management retains the right to place Officers according to skills and department needs.

The work schedule for Patrol Officers and Superior Officers shall consist of four (4) days on, followed by two (2) days off. During the year, Patrol Officers and Superior Officers shall be scheduled for an additional eighteen (18) hours of in-service hours to equal a total of 2,080 work hours per year.

C. OVERTIME - Employees covered by this Agreement shall be paid at the rate of one and one half (1 1/2) times their base hourly pay for all hours beyond their regular work week. For the purpose of this article, all hours compensated for shall compute towards overtime.

For purposes of this paragraph, preference for overtime work, for replacing a vacancy for up to fourteen (14) days caused by retirement or resignation, shall be given to off duty and available full-time employees according to classification and seniority, by rotation, subject to training opportunities and experience requirements of reserve Police Officers.

Employees on personal days or vacation days will not be considered for overtime shifts that day. Employees who have special assignments or specialties such as Detective, Evidence Technician, K-9 Handler, DRE, Crash Reconstructionist, or other assignment/specialties approved by the Chief of Police are not prohibited from overtime if their assignment or specific skills are needed by the department if requested by the on-duty supervisor or Command Staff.

In the event that an employee is absent for more than seven (7) consecutive calendar days as the result of non-service or service related illness or disability or leave of absence, the Chief may assign Reserve Officers to fill such vacancies in part or in whole. Nothing contained in the overtime provisions herein shall prohibit or otherwise limit the Town's scheduling of the mid-day/evening shift and/or the mid-evening/early morning shift so as to provide for the filling of absences of any nature which may occur in the eight-hour day shift, eight hour evening shift, and/or eight hour early morning shift.

The Town reserves the right to limit any employee from working more than sixteen (16) consecutive hours or more without having a minimum of seven and one half (7.5) hours off before being required to report back to work.

D. COMPENSATORY TIME - In lieu of overtime pay, employees may accumulate up to sixty-four (64) hours of compensatory time. The Chief may assign reserve officers to fill shifts, in whole or in part, when compensatory time is used. Permission to utilize compensatory time will follow the same procedure as vacation requests.

Members on compensatory time leave must inform the Department prior to the taking of the compensatory time as to whether the member wants to be considered available for overtime shifts on that day, excluding the shift for which the compensatory time was granted. However, detectives cannot use comp time during their regularly scheduled shifts in order to work an overtime shift in patrol.

#### ARTICLE 17A - WORK ASSIGNMENTS

Employees assigned Patrol Services shall be allowed to choose their primary work shift (six-month period) according to their seniority (time in rank). However, the Town and the Union understand and agree that from time-to-time there may be extraordinary circumstances, events, and/or reasons, where the right of such employee may be denied.

Likewise, the Chief of Police may also temporarily assign employees working in Patrol Services to a particular work shift and/or hours of work up to a period of six months, on the basis of an employee's personal hardship or exceptions if the Chief and Union mutually agree. Personal hardships, extraordinary circumstances, events, reasons, and/or exceptions, may be granted with the approval of the Chief of Police and the Union, providing these exceptions shall not be used for purposes of undermining the bargaining unit, nor to impair the efficient management of the Department. The granting, or denial, of such decisions, shall not be subject to the grievance procedure as long as the reasons meet those above and are clearly stated. Employees requesting such consideration shall make their request in writing to the Chief of Police.

#### ARTICLE 18 - WAGES

The attached wage schedule (Appendix A) shall be in existence for the duration of this Agreement. It is understood that payroll will be on a weekly basis by direct deposit. During the life of the Agreement, the Town shall develop a payroll program, which will provide itemized deductions and accruals within the limits of the program selected by the Town.

Shift Differentials - will only be paid for regular hours worked and not computed in overtime.

Employees who work their regularly assigned shift during the evening shift hours (1500-2300hrs) shall receive additional compensation in the amount of Twenty-Five Cents (\$.25/hr) per hour worked. Employees who work their regularly assigned shift during the night shift (1800-0200hrs) shall also receive additional compensation in the amount of Twenty-Five Cents (\$.25/hr) per hour worked as the majority of hours fall within the evening shift.

Employees who work their regularly assigned shift during the overnight shift hours (2300-0700hrs) shall receive additional compensation in the amount of Fifty Cents (\$.50/hr) per hour worked.

The Chief of Police may hire an experienced (blue pin) officer as a lateral hire and compensate that officer up to the five (5) year step for wages and vacation.

#### ARTICLE 19 - CALL BACK, COURT TIME, SPECIAL DETAILS

Section 1. An employee called back to work shall receive a minimum of four (4) hours pay at one and one-half (1 1/2) times the rate of his/her/their hourly pay for the work for which they are called back. This section applies only when callback results in hours, which are not annexed, consecutively to one end or the other of the working day or the working shifts. This section does not apply to scheduled overtime, call-in times annexed to the beginning of the workday or work shift, nor to holdover times annexed to the end of the work shift or workday, nor to court time.

A detective called out on an emergency call during off duty hours shall receive a minimum of four (4) hours pay at one and one-half (1 1/2) times the rate of his/her/their hourly pay for the work for which he/she/they are called back. Provided, however, this section does not apply to work schedules outside of regular work hours, call in times annexed to the beginning of the workday or work shift, nor to holdover times annexed to the end of the work shift or work day, nor to court time, nor to scheduled overtime. When detective work is scheduled outside of usual regular hours, it is expected that the detective will schedule his/her/their workdays in accordance with the work.

Section 2. An employee who is required to attend court outside of his/her/their regular work shift shall receive a minimum of four (4) hours pay at one and one-half (1 1/2) times his/her/their base hourly pay. No court time shall be allowed to any such employee who has been notified that his or her presence is not needed prior to 12:00 noon of the day of a scheduled court appearance. Any employee who is on court standby and is not on duty shall receive one and one-half (1 1/2) hours compensatory time off for every hour on stand-by to be taken off at the discretion of the Chief of Police. If the employee is required to stay in attendance at such court for more than three (3) hours in any one (1) day, he/she/they shall be paid for the actual hours spent that day, provided that any and all fees, compensation, or allowances to which such Officer is or would be entitled to for such court appearance, as provided by statute or court order, shall be turned over and paid to the Town and not retained by the employee. This section applies only when court time results in hours that are not annexed consecutively to one end or the other of any given scheduled shift.

Section 3. Police Officers who perform services for privately paid, non-patrol special details (i.e., sporting events, dances, and special traffic assignments for contractors, etc.) shall be paid a minimum of four (4) hours at the rate of Sixty Dollars (\$60.00) per hour and all other details shall be paid a minimum of four (4) hours at time and one-half (1 1/2) of the Police Officer's regular hourly rate. All off-duty and available full-time Police Officers shall receive first preference on the above special details, notwithstanding the possible creation of an eight (8) hour mid-day/evening and/or an eight (8) hour mid-evening/early morning shift.

Section 4. Field Training Officers, (FTO), will receive a stipend of One Dollar and Twenty-Five Cents (\$1.25) per hour while training employees in the Field Training Program. The stipend shall be paid on a per shift basis. Training Program requirements will be decided upon by the Patrol Commanders respectively.

Section 5. Officer in Charge, (OIC), will receive a stipend of Fifty Cents (\$.50) per hour while acting in the absence of an on-duty Sergeant. The stipend shall be paid on a per shift basis. A person serving in the capacity of an OIC shall have met the training requirements as determined by the Chief of Police or his/her/their designee (i.e. FBI LEEDA or equivalent).



ARTICLE 20 - HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King Jr. Day	Indigenous Peoples' Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Floating Holiday	Personal Holidays (2)

In cases where holidays fall on weekend days, requiring other Town employees to observe it on a Friday or Monday, the Police will observe it on the actual holiday date.

The personal holidays will be paid for on the week it is taken. Unit members wishing to take a personal holiday shall give seven (7) days' notice prior to taking the personal holiday. The Chief of Police may waive this requirement in special cases. The personal holidays must be used in the contract year in which they are given or they will be lost. The personal holidays cannot be carried forward to the next contract year. The floating holiday may be taken by unit members, subject to supervisor's approval, at any time during the contract year. The floating holiday must be used in the contract year in which it is given or it will be lost.

HOLIDAY PAY - Commencing with signing this Agreement, employees who actually work the holiday shall be paid at the rate of one and one-half (1 1/2) times the base hourly rate of pay for all hours worked on the holiday. Officers will be paid for their holidays in a lump sum on or as close as possible to December 1 each year in a separate check. The check will be paid at straight time pay; provided however, that the Detective and School Resource officer will be paid for six (6) holidays in a lump sum at their respective straight time pay rates and paid for the other holidays during the course of the year.

ARTICLE 21 - VACATIONS

Effective January, 2021, employees are covered under Maine's Earned Paid Leave (EPL) law. The Town of Kennebunk paid leave policies are intended to meet the requirements of Maine's Earned Paid Leave law (26 M.R.S.A. Section 637). Please refer to the Town's Earned Paid Leave Policy.

Section 1. The vacation schedule for all employees shall be as follows:

After six (6) months of continuous service = one (1) week

After one (1) year of continuous service = two (2) weeks

After five (5) years of continuous service = three (3) weeks

After twelve (12) years of continuous service = four (4) weeks

Section 2. Entitlement to vacations under this section shall be determined as of the employee's anniversary date each year. Employees are permitted to carry forward no more than seven (7) weeks of vacation time at their anniversary date and any accrued vacation in excess of that amount will be eliminated. Vacations shall be granted according to classification and then according to seniority in the department, with the permission of the Chief of Police.

Section 3. Vacation Pick. Any employee requesting a vacation of two weeks or more for June 1 through Labor Day must apply no later than May 15. Exceptions may be made at the discretion of the Chief of Police. All other vacation requests must be submitted seven (7) days prior to the date(s) requested.

The Chief of Police may hire an experienced (blue pin) officer as a lateral hire and compensate that officer up to the five (5) year step for wages and vacation.

For the purpose of computing continuous service, it is agreed that time incurred while employee is on leave of absence, absent because of sickness or disability, or on a lay-off of less than twelve (12) months duration shall be time worked.

Section 4. In the event of dismissal of an employee, for cause or if an employee voluntarily leaves his/her/they employment, said employee shall be entitled to vacation pay for all unused vacation earned in the preceding anniversary year in which the employee is dismissed or voluntarily leaves.

Employees who are separated in good standing or retire from the department and who have accrued vacation time to their credit at the time of such separation or retirement shall be paid the wages equivalent to the accrued vacation, but in no case shall such vacation remuneration exceed seven (7) workweeks. "Good standing" shall mean that the employee must submit a written notice of his/her/their intention to terminate ten (10) work days in advance of his/her/their last day of actual work.

## ARTICLE 22 - SICK LEAVE

Eligible employees shall be entitled to one (1) working day of sick leave per month. Sick leave shall be earned by an employee at the foregoing rate in any month in which the employee is compensated for forty (40) or more hours of work. Effective January 1, 2011, employees may accumulate up to sixty (60) sick leave days.

An eligible employee shall be entitled to sick leave pay, when, by reason of "non-service connected" personal illness or disabling injury, he/she/they are unable to perform any of the duties of his/her/their position. Where an absence exceeds three (3) working days, a medical excuse, signed by a physician, shall be submitted by a unit member, when requested by the Chief of Police.

Employees who have accrued sick leave time to their credit and separate in good standing after ten (10) years of service or retire from the department after ten (10) years of service shall be paid the wages equivalent to 50% of their unused sick leave, not to exceed 50% of sixty (60) days. "Good standing" shall mean that the employee must submit a written notice of his/her/their intention to terminate ten (10) work days in advance of his/her/their last day of actual work.

## ARTICLE 23 - BEREAVEMENT LEAVE

Up to five (5) working days with pay shall be allowed in the event of the death of a spouse or child.

Up to three (3) working days with pay shall be allowed in the event of the death of a parent, grandparent, brother, sister, parent-in-law, or person living within the household of the employee. Nothing contained in this paragraph shall be construed so as to provide bereavement leave in the event of the death of individuals living within the home of the employee, such as a commercial tenant, bed and breakfast boarder, or other similar rental relationship.

One (1) working day with pay shall be allowed in the event of the death of an aunt, uncle, niece, nephew, cousin, brother-in-law or sister-in-law. Special consideration may be made by the Chief of Police when an exceptional or unusual circumstance is a factor in any of the situations described above.

## ARTICLE 24 - LEAVE OF ABSENCE

A regular employee may be granted a leave of absence without pay by the Chief of Police when approved by the Town Manager but for no period greater than one (1) year. Failure of an employee to return to work at the expiration of the leave without having arranged for an extension shall be deemed a resignation. Full seniority rights shall be maintained during the absence. The Union shall be notified within one (1) week of the effective date, if possible. If due to emergency the leave of absence is granted, notification to the Union will be made as soon as possible thereafter. The leave of absence shall be used for the purpose for which it was originally approved. Failure to comply with this provision could result in the complete loss of seniority rights for the employee involved.

## ARTICLE 25 - JURY DUTY

The Town shall pay an employee for jury duty the difference between his regular pay and juror's pay upon presentation of an official statement of jury pay received. Employees excused from jury duty must report back to work during normal shift hours.

## ARTICLE 26 - INSURANCE

The Town will offer employees the MMEHT PPO-500 plan with a third party Health Reimbursement Account (HRA) funded by the town and conforming to federal tax regulations. Until June 30, 2021, the Town established HRA will reimburse employees for 100% of the deductible and co-insurance costs under the PPO-500 Plan up to the yearly maximums. The Town may change health insurance plans and providers in the future, but any new plan must provide medical and surgical coverage similar to, or better than, that found in the PPO-500 plan.

Employees, through payroll deduction, shall contribute to the cost per week for health insurance coverage as follows: Employees shall pay 18% of the cost of health insurance and the Town shall pay 82% of the cost.

Employees may participate in dental and vision insurance plans offered by the Town. Employees shall contribute 50% of the cost of the premium for the level of coverage elected by the employee.

Employees will have the choice of making such contributions on a pre-tax basis (free from federal and state taxes and FICA contribution) under the provisions of Section 125 of the Internal Revenue Code or on an after-tax basis.

The Town agrees to provide Workers' Compensation coverage and Social Security (FICA) to the members of the bargaining unit during the term of this Agreement.

The Town will make available Income Protection Insurance (non-service connected disability insurance) on a premium-paid-by-the-employee basis. The Town will provide police liability insurance coverage for unit members, paid for by the Town.

### ARTICLE 27 - RETIREMENT

The Town agrees to allow employees a choice between the Maine Public Employees Retirement System (MainePERS) and Mission Square (formerly International City Manager's Association) 401 A Retirement Plan.

The Town will continue to participate in Maine PERS under the terms of Regular Plan A and Special Plan 2 with the Cost of Living Adjustment. The Town will continue to participate in the ICMA 401 A Plan under the terms agreed to at its inception in 1995, with the employee's contribution and the Town's contribution at 6.5%.

### Labor Management Agreement

In negotiating this current one-year Contract, which is for Fiscal Year 2021-2022 (FY21-22: July 1, 2021 – June 30, 2022), the parties have agreed to move the employees currently enrolled in Maine Public Employees Retirement System (MainePERS) from Retirement Plan 2C Plan to the Retirement Plan 1C, and providing those enrolled in MainePERS 2C with catch up amounts in terms of credited service years such that the time they have earned in the 2C Plan will be matched, year for year, in the 1C Plan. For example, if an employee has 10 years in the 2C plan, he/she/they will be given credit for 10 years in the 1C Plan. The Town's contribution to this purchase of credited service years requires approval by both the Select Board and the Town's legislative body through a public referendum vote. It is not feasible from a timing perspective to put this issue up for a Town vote on the next scheduled election day in June of 2021. Though this transition may not be able to occur in FY 21-22, the Town's

Select Board wishes to express in this Contract that it fully supports the transition measures for the retirement plan as set forth above and hereby commits, to the extent it can, to make the change in the retirement plan in either FY 21-22 or, at the latest, in the next Fiscal Year, FY 22-23. The Town is agreeing hereby that it will advance the change to the 1C retirement plan, as set forth herein. This means that the Select Board will take the action necessary to put the issue on a Warrant and bring the matter up for a public referendum vote on or before June of 2022. The parties recognize that the current Board cannot bind what the Town voters or future Select Boards will do, but the current Board does agree to support the change going forward and commits to doing what is reasonable and appropriate to seek voter approval.

### ARTICLE 28 - EXTRA-HAZARDOUS INJURIES

Employees covered by this Agreement who are injured on the job while performing extra hazardous duties, shall receive, in addition to compensation paid or payable under the Workers' Compensation Act, an amount sufficient to bring them up to net pay while an incapacity exists, until they are either placed on disability retirement or returned to active duty. Absence because of such injuries shall not be charged to accumulated sick leave. Extra hazardous injuries shall be defined as follows:

- a. Injuries sustained while pursuing, apprehending, arresting or detaining suspects.
- b. Injuries incurred during the official operation of a police motor vehicle in emergency.
- c. Injuries incurred while standing in a roadway directing traffic, provided the Officer has not unreasonably neglected to wear safety equipment provided the Officer when available.
- d. Injuries sustained while actively engaged in suppressing riots, insurrections, and similar civil disturbances.
- e. Injuries sustained in any other authorized situation in which the Officer, because he/she/they is a Police Officer, is exposed to conditions not confronted by the average non-public safety employee as determined by the Chief of Police.

During the seven (7) day waiting period prescribed in the law, prior to receiving workers' compensation benefits, the employee who may become eligible for such benefits may elect to use sick leave, if she/he has the sick time accumulated.

### ARTICLE 29 - IDENTIFICATION FEES

The cost of any personal identification required by the Town to be carried by an employee will be borne by the Town.

### ARTICLE 30 - HEALTH AND SAFETY

The Union recognizes the right of the Town to establish reasonable rules and regulations for the safe, sanitary and efficient conduct of the Town's business and reasonable penalties for the violation of such rules and regulations. The Town is responsible for meeting safety standards, which are considered to be minimum standards required by the Occupational Safety and Health Act of 1970 as well as other federal and state laws. Non-compliance with the Act may result in fine and penalty to the Town.

Proper safety devices shall be provided by the Town for all employees engaged in work where such devices are necessary. Such devices, where provided, must be used as intended.

If a member of the Unit deems his/her/their vehicle or equipment to be unsafe, he/she/they shall notify his/her/their superior, who, in turn, shall arrange for or conduct an appropriate inspection and shall determine whether the vehicle is safe for use.

Any employee involved in any accident shall immediately report to his/her/their immediate supervisor about said accident, and any physical injury sustained. Said report will be made on a proper form provided by the Town. In addition, before the end of his/her/their tour of duty, the employee shall file a written report to the Chief of Police detailing the circumstances surrounding such accident.

### ARTICLE 31 - EDUCATIONAL INCENTIVE PROGRAM

Officers who on their own initiative, and on their own time have enrolled in college level courses in the Criminal Justice curriculum, Public Management, Business Administration, Behavioral Sciences or other degrees as approved by the Chief of Police and Town Manager, shall receive additional hourly compensation in accordance with the following schedule:

Attainment of an Associate's Degree = Fifty Cents (\$.50) p/hr.

Attainment of a Bachelor's Degree = One Dollar (\$1.00) p/hr.

Officers who obtain/maintain a Law Enforcement Intermediate Certificate from the Maine Criminal Justice Academy shall receive additional compensation in the amount of Ten Dollars (\$10.00) p/week.

### ARTICLE 32 - UNIFORMS AND EQUIPMENT

Section 1 - Uniforms. The official uniform of the Kennebunk Police Department shall be prescribed by the Chief of Police for Police Officers, and shall consist of the following:

**PATROL:**

- (a) Three (3) Pants
- (b) Three (3) Summer Shirts with Patches
- (c) Three (3) Winter Shirts with Patches
- (d) One (1) Hat of the Baseball Type
- (e) One (1) Dress Hat with Rain Cover
- (f) One (1) Summer Jacket (High Visibility Black)
- (g) One (1) Winter Jacket
- (h) One (1) Winter Hat
- (i) One (1) Pair Summer Type Footwear
- (j) One (1) Pair Winter Type Footwear
- (k) Two (2) Breast Badges
- (l) One (1) Wallet Case and I.D. Badge (for Detectives only)
- (m) One (1) Complete Gun Belt
- (n) One (1) Semi-automatic Weapon
- (o) One (1) Holster
- (p) One (1) Pair of Handcuffs, to include one Case with two (2) Keys
- (q) One (1) Chemical Spray and Holder
- (r) One (1) Baton and Holder
- (s) One (1) Ballistic Vest

Section 2 - Ammunition. The Town shall provide a reasonable amount of ammunition to permit employees to prepare for and to obtain their annual firearms certification.

Section 3 - Protection of Property and Equipment. It shall be the responsibility of any employee having custody of any uniform or equipment to see that such property is properly cared for, kept clean, and



returned to its place of storage after use (in the case of applicable equipment). All equipment, uniforms, and the like shall be subject to periodic inspections.

Section 4 - Reimbursement. The Town agrees to reimburse unit members for the following personal equipment losses sustained in the line of duty: eyeglasses, wristwatches, hearing aids and other personal items on a case-by-case basis. The Town shall not be required to reimburse for any item when such item is made available to members by the Town. The maximum reimbursement for any one item is Two Hundred Dollars (\$200.00), provided the member can substantiate that the loss has occurred in the line of duty and not a loss through negligence.

Section 5 - Detective Clothing Allowance. Detectives shall receive an annual clothing allowance of Four Hundred Fifty Dollars (\$450.00).

### ARTICLE 33 - COMPLAINTS AGAINST POLICE OFFICERS

Whenever a complaint (written or verbal) is lodged against a Police Officer, the following procedure will be followed:

- a) The complainant shall contact the supervisor. An attempt will be made to solve the problem at this level.
- b) If complaint cannot be resolved at the informal level (a), then the complaint will be reduced to writing and define the specifics of the complaint including the name of witnesses.
- c) A copy of the complaint will be supplied to the subject Officer and to the Chief of Police. The Chief of Police or his/her/their designee will investigate the complaint.
- d) Upon the completion of the investigation, a meeting will be held between the Chief of Police and the subject Officer. The subject Officer will be informed that the complaint will be acted upon and in what manner, that the complaint has been withdrawn, or of any other disposition of the complaint.
- e) Should the Police Officer be suspended from duty during the investigation phase, the suspension may be with or without pay and benefits depending on the circumstances. If an officer is suspended with pay, the Town may replace his/her/their shift with a reserve officer. If an officer is suspended without pay, the Town may replace his/her/their shift with overtime.

## ARTICLE 34 - EMPLOYEES RIGHTS

To ensure that any internal investigation of any unit employee will be conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each member of the department, the following rules of procedure are established:

- a) The interview will be conducted within a reasonable time, taking into consideration the working hours of the employee and the interests of the Department. The investigating Officer shall advise the employee that an official investigation is being conducted. The investigating Officer shall inform the employee of the nature of the alleged conduct which is the subject matter of the investigation, and the complainant shall be identified. If it is known that the employee being interrogated is a witness only, he/she/they shall be so informed.
- b) The interview shall be conducted with the maximum amount of confidentiality.
- c) The interview of an employee suspected of violating departmental rules and regulations shall be limited to questions, which are directly related to the employee's involvement in the alleged violation.
- d) The interview may not be conducted by more than two (2) interviewers at any one time.
- e) The employee shall be read the following statement:

Officer\_\_\_\_\_, you are being questioned as part of an official investigation of the Kennebunk Police Department. You will be asked questions relating to the performance of your official duties and conduct. You are entitled to assert your Fifth Amendment rights during the investigation. If you do so, you may be subject to suspension, termination, or some other appropriate penalty. If you desire not to invoke the Constitutional Privilege, anything said of an incriminating nature may not be used against you in a criminal proceeding.
- f) Any and all investigations shall be conducted without unreasonable delay, and the employee shall be advised of the final outcome of the investigation.
- g) If the results of the investigation against the employee prove that the charges are unfounded, then it shall be so noted in the final report of the investigation.
- h) An employee shall have the right to a private or public hearing, if he/she/they so desires.
- i) Any employee suspended for investigative reasons may be suspended with or without pay, whichever is warranted.

## ARTICLE 35 – PROMOTIONS

Eligible Patrol Officers shall be afforded the opportunity to apply for promotion openings. In order to be eligible to participate in the promotion process, Patrol Officers must meet the following criteria:

1. Have served at least five (5) years as a full-time police officer and have successfully served for the past three years with the Kennebunk Police Department.
2. Graduated from the Maine Criminal Justice Academy or have received a waiver from said Academy.
3. Intermediate Officer as described by the MCJA.
4. If, when the above eligibility requirements are met, fewer than three candidates are eligible, the Chief of Police may relax the three (3) year Kennebunk Police service length requirement by one (1) year.

### Promotions to Sergeant shall be conducted as follows:

A member of the Police Union shall be allowed to observe both the Candidate Profile and interview process.

Candidate Profile (60%): An Assessment Panel shall be assembled by the HR Director, and Chief of Police, comprised of the following individuals:

- HR Director and his/her/their designees
- Kennebunk police command staff (rank of lieutenant and above, but excluding Police Chief)

The Assessment Panel will score the following categories for each candidate prior to the interview process. Each candidate may be present in order to provide supplemental information on each topic:

- A. Time in Police Service
- B. Formal Education (degree earned)
- C. Additional Duties/Certifications/Specialized Training:  
Specialized law enforcement duties such as Field Training Officer Evidence Technician, Drug Recognition Expert, Crash Reconstructionist, Firearms Instructor, Methods of Instruction certificate, or other specialized law enforcement duties requiring skill and training.

- D. Job Performance
- E. Community Engagement
- F. Disciplinary Record (per terms of CBA)

Interview (40%): An interview panel shall be assembled by the HR Director comprised of the following individuals:

- HR Director
- Kennebunk officer at the rank of lieutenant or above
- Officer from outside the department at the rank of lieutenant or above
- Community representative

The interview panel will interview the candidates using best practice techniques designed to draw out the candidate's real world, relatable experience, leadership qualities, communication skills and ability to demonstrate logical thinking

Recommendation: The Candidate Profile score and Interview scores shall total 100%. The candidates will be ranked according to the combined score. The HR Director shall submit the ranked list to the Chief of Police. The Chief shall interview and choose from the two highest ranked candidates.

#### ARTICLE 36 - NON-DISCRIMINATION

The Town and the Union agree not to discriminate against any individual with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age or physical handicap, except as any of these factors may be bonafide occupational qualifications. Neither shall the Town or Union limit, segregate, nor classify employees in any way to discriminatorily deprive any individual employee of employment opportunities because of race, religion, ages, sex, physical or mental disability, sexual orientation, gender identity or expression, national origin, citizenship, genetic information, marital status, color, political affiliation, whistleblower activity, or any other status protected by law.

The use of the male, female, or non-binary nouns or pronouns is not intended to describe any specific employee or group of employees, but is intended to refer to all employees in job classification, regardless of sex.

### ARTICLE 37 - SEPARABILITY CLAUSE

If any provision of this Agreement shall be contrary to any law, such invalidity shall not affect the validity of the remaining provisions. The Town and Union agree to meet and negotiate a replacement clause within thirty (30) days of the declaration of invalidity of such clause.

### ARTICLE 38 - POLITICAL ACTIVITY

While working full-time for the Town, employees shall refrain from seeking nomination or election to any office in the Town government. Town employees shall not circulate petitions or campaign literature for elective Town officials, or in any way be concerned with soliciting or receiving subscriptions, contributions, or political service from any person, or for any political purpose pertaining to the government of the Town.

No Officer shall wear a Kennebunk Police uniform or any identifiable part thereof when expressing their views or attending any political meetings. This rule is not to be construed to prevent the Town employees from becoming, or continuing to be, members of any political organization, from attending political organizational meetings, and expressing their views on political matters or from voting with complete freedom in any election.

### ARTICLE 39 - NO STRIKE CLAUSE

The employees covered by this Agreement agree that during the life of this Agreement they shall not engage in:

1. a work stoppage;
2. a slowdown;
3. a strike; or
4. the blacklisting of any public employer for the purpose of preventing it from filling employee vacancies.

### ARTICLE 40 - IN-SERVICE TRAINING

The Town will provide in-service training for Police Officer personnel in accordance with the appropriate statute or a minimum of forty (40) hours per year, whichever is greater. Time spent in training shall be paid for at base hourly rates of pay.

Police Officers will be expected to attend up to six (6) departmental meetings per year and will be paid at the applicable rate.

Any employee required to use his/her/their private vehicle to travel to and from such training will be reimbursed at Town mileage rates provided the appropriate mileage form is used.

#### ARTICLE 41 - PROBATIONARY PERIOD

Each newly hired employee will be on probation for a period of one (1) year from the date of their graduation from the Maine Criminal Justice Academy or, from the date they are granted a waiver from the Maine Criminal Justice Academy. If at the time of hire, the employee is a State of Maine certified law enforcement officer, their probation period shall be six (6) months from said date. During such time the employee is on probation, he/she/they will be subject to removal without recourse to grievance arbitration.


#### ARTICLE 42 - DURATION

Except as otherwise herein specifically stated, this Agreement shall be effective as of the date of ratification and shall remain in full force and effect until the 30th day of June, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred and twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date hereof. This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the following manner.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which said date shall not be before June 30, 2022.

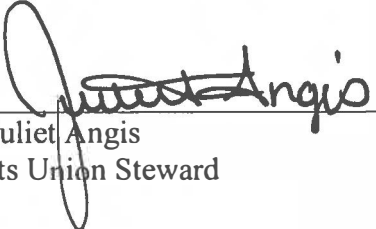
In witness whereof, the parties hereto have set their hands this 29<sup>th</sup> day of July, 2021.

TOWN OF KENNEBUNK

By:   
Michael W. Pardue  
Its Town Manager

KENNEBUNK POLICE ASSOCIATION /  
MAINE ASSOCIATION OF POLICE

By:   
Stephen Borst  
Its Union Steward

By:   
Juliet Angis  
Its Union Steward

By:   
Christopher Russell  
Its Union Steward

APPENDIX A

<b>Town of Kennebunk</b>			
<b>Police Union Salaries</b>			
<b>POLICE JULY 2021 - JUNE 2022</b>			
<b>UNION SALARIES (PER CONTRACT) PAY TYPE</b>			
		<u>7/1/2021- 6/30/2022</u>	
<b><u>Officers</u></b>		<b><u>2.0%</u></b>	
OFF 1	0-24 mos	\$25.86	
OFF 2	24-36 mos	\$27.25	
OFF 3	36-60 mos	\$28.61	
OFF 4	60-120 mos	\$30.02	
OFF 5	120-240 mos	\$30.57	
OFF 6	> 240 mos	\$32.53	
<b><u>Sergeants</u></b>		<b><u>\$3.00 + 2%</u></b>	
SGT 1	0-36 mos	\$33.02	
SGT 2	36-60 mos	\$34.57	
SGT 3	60-120 mos	\$36.01	
SGT 4	120-240 mos	\$36.65	
SGT 5	> 240 mos	\$37.29	



## APPENDIX B

Patrol Officers and Sergeants assigned to the Patrol Division will be allowed to bid for their work shift according to the provisions of Article 17 and Article 17A of the union contract.

Shift bids will be for a six-month duration as follows:

January 1 to June 30

July 1 to December 31

Bid notices shall be issued no later than forty-five (45) days in advance of the next shift change.

Employees shall have fifteen (15) days to submit their bid, indicating their choice of work shift.

Employees shall be given the opportunity to indicate their 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> choice by priority. Employees on leave shall be entitled to submit their request prior to the official notice date. Employees desiring no change in work shift or hours of work must still submit a bid form. Any employee who fails to submit a bid request may forfeit their right to bid for the coming 6-month work cycle and will be assigned as determined by the Chief of Police.

If the Chief of Police decides to fill a vacancy on a particular work shift during the 6-month period, for reasons such as the retirement, resignation, reassignment, promotion, long-term absence, academy vacancy or dismissal of an employee, the position shall be filled for the duration of that bid cycle, as follows:

1. Exception of personal hardship at the Chief of Police's discretion.
2. Reassignment of a Probationary Employee upon completion of the Field Training Program.
3. Reassignment of an employee, based on seniority, who had bid for that particular work shift and/or hours of work during the last bid process.

Upon successfully bidding to a particular work shift, employees must remain in their assignment until the completion of the 6-month bid cycle, unless promoted or assigned to a five and two work assignment, i.e., a non-patrol duty assignment. Once assigned, employees shall be permitted to swap their shift with another employee at the discretion of the Chief of Police.

To prevent the bid shift and rights of seniority from being circumvented, employees will be allowed to swap a work shift, in whole or in part, with another employee at the discretion of the Chief of Police. The Chief of Police shall have the right to limit the frequency of shift swaps for those employees who demonstrate they are using their provision to circumvent the seniority rights of other employees, or have developed a pattern of swapping that indicates that they have created a work schedule that is not consistent with the contractual work schedule.

Employees will be able to flex their work shifts and/or hours of work, generally for operational effectiveness, with the approval of the Chief of Police. Such reasons include, attending meetings, or following-up on a particular crime problem/investigation or quality of life issue, and for other purposes, when the granting of such requests will not result in a reduction of staffing below the minimum levels established by the Chief of Police or union contract.