

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE TOWN OF BUXTON
AND
BUXTON POLICE ASSOCIATION/MAINE ASSOCIATION OF POLICE
FOR THE
DISPATCHERS AND POLICE OFFICERS

JULY 1, 2025 – JUNE 30, 2028

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ARTICLE 1 – PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, M.R.S.A., 961 through 974 as amended), the Town of Buxton (Town) and Buxton Police Association (Association) affiliated with the Maine Association of Police (MAP) have entered into this Collective Bargaining Agreement (the “Agreement”) in order to establish the terms and conditions pertaining to wages, hours, working conditions, and contract grievance arbitration.

ARTICLE 2 – RECOGNITION

- A. Pursuant to 26 M.R.S.A. 962(2), the Town recognizes the Association as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours, working conditions, and contract grievance arbitration for all full-time police officers including the positions of sergeant, patrol officer, dispatch supervisor, and dispatcher within the bargaining unit who are public employees as defined by 26 M.R.S.A. 962(6) and as determined by the Maine Labor Relations Labor Board’s Election Results dated May 6, 1999.
- B. “Employee” means only (1) of those employees who are full-time police officers including sergeants and full-time dispatchers including head dispatcher and who have been employed for more than six (6) months. Nothing in this Article shall alter or amend in any way, any language defining or relating to the terms “probation,” “probation period,” “probationary period,” “probationary employee(s),” and “non-probationary employee(s)” contained elsewhere in the Agreement.

ARTICLE 3 – ACCESS TO PREMISES

Authorized representatives and agents of the Association shall have access to the employer’s establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues and ascertaining that the Agreement is being adhered to, provided, however, that there are no interruptions of the employer’s working schedule and prior notification is provided to the Chief of Police.

A list of authorized Association representatives who may enter Town premises and the local Association representative(s) shall be furnished by the Association to the Chief of Police within fourteen (14) days of the signing of this Agreement and shall be updated by the Association as necessary.

ARTICLE 4 – CHECK-OFF AUTHORIZATION

A. DUES

1. The Town shall deduct regular weekly dues upon receipt of a signed authorization from each employee (a copy of which is to be retained by the Town) and a certified statement from the Treasurer of the Association as to the amount for dues. Such authorization shall be for the life of this Agreement, unless an employee notifies the Association in writing thirty (30) days before his/her desire to revoke the authorization for check-off.
2. The Town shall forward all such dues and fees so collected to the Secretary-Treasurer of the Local Association before the tenth (10th) day of the month following the month in which deductions are made.
3. Any employee covered who does not voluntarily agree to dues deductions may elect to pay a fair share charge of 80% of normal dues.
4. Any employee who elects not to pay either dues or a fair share shall not receive services of the Association for processing grievances, unless the employee pay reasonable fees for such services, including attorney's fees, arbitrator's fees and expenses incurred by the Association. Failure to pay under this provision will not result in disciplinary action.
5. The Association shall indemnify, defend and hold the employer harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and remitting the same to the Association pursuant to this Article.

ARTICLE 5 – CLOTHING ALLOWANCE

The Town shall provide uniforms and equipment at no cost to the employee as needed for the regular performance of the employee's duties. The Town shall provide a Ballistic-Resistant type vest for each police officer that must be worn while the officer is performing his/her patrol duties.

ARTICLE 6 – DEFECTIVE EQUIPMENT

The Town shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement when employees refuse to operate such equipment unless such refusal is unjustified.

ARTICLE 7 – EVALUATION OF PERFORMANCE

- A. The Chief of Police shall review the employee's performance annually. The purpose of these evaluations shall be to assess the strengths and weaknesses of an employee, to point to any corrective action which might be indicated, and to guide the Chief of Police in the consideration of salary increases, promotions, disciplinary action, training programs or other related personnel action. The procedure should be to provide two-way communication between the Chief of Police and employee concerning work activities and performance during the appraisal period, and the work activities and results expected during the next appraisal period.
- B. Any employee receiving an unsatisfactory evaluation shall be required to serve a probationary period of three (3) consecutive months. If a subsequent evaluation at the conclusion of the probationary period should also indicate unsatisfactory performance, the employee shall be suspended or discharged as deemed appropriate by the Chief of Police.

ARTICLE 8 – EMPLOYEE RIGHTS

A. INTRODUCTION

The Chief of Police or designee shall be responsible to ensure that all allegations of misconduct and other violations shall be investigated. Such investigation shall be completed within a reasonable time based upon the circumstances of the alleged misconduct and the criminal investigation. If the investigation is as a result of a complaint from the public, misconduct, or other violations that come to the attention of the Chief of Police or designee, the following shall be followed:

B. INVESTIGATION

1. The Chief of Police or designee shall investigate all such allegations. Such investigator shall inform any employee under investigation of the nature of the investigation within a timely manner that does not interfere with the investigation. If the diligent efforts to contact the employee fail, the investigator shall advise the designated representative of the Association. Sufficient information to apprise the member of the specific allegations will be provided.

2. Prior to any interview, the employee under investigation shall be afforded twenty-four (24) hours' advance notice, unless an emergency exists or such right is waived, to allow the employee to contact an Association representative for advice and representation.
3. The interview of any employee shall be at a reasonable hour, preferably when the employee is on duty, and during the daylight hours, unless the course of the investigation dictates otherwise, and such interview will be conducted without unreasonable delay.
4. Any employee being questioned shall be informed of the identity of all persons present during the interview. If it is known that the employee being interviewed is a witness only, the employee shall be so informed. The interview shall be conducted with the maximum amount of confidentiality possible. The questions shall be specifically related to the alleged violation.
5. Within a reasonable time after its completion, the Chief of Police/designee will inform the employee of the outcome of the investigation. In the event disciplinary action is warranted, the employee shall be notified in writing with a copy to the designated representative of the Association.

C. CRIMINAL INVESTIGATION

Any criminal investigation of or concerning said employee conducted by an outside agency, e.g. District Attorney or State Attorney General, may cause the Chief of Police or designee to suspend any interdepartmental investigation and to suspend the employee immediately without pay pending the results of the external investigation. In cases where probable cause exists that a criminal offense has been committed, the employee may be suspended immediately without pay pending disposition of the charges.

D. POLYGRAPH EXAMINATION

If an employee under investigation is requested to submit to a polygraph examination, the employee will be apprised in writing of the incident or incidents about which the inquiry is to be made to enable the member to confer with counsel of the employee's choosing prior to the examination who may monitor the examination. The questions asked on the polygraph examination will be narrow and specific as defined by American Polygraph Association guidelines and will be allowed to be reviewed by employee's counsel prior to the examination. The exam will be offered in a format approved by the American Polygraph Association. Such polygraph examination shall be

voluntary and the officer shall not be disciplined for refusal to submit to such examination.

E. EXTENSION OF TIME LIMITS

The Chief of Police or designee shall have the ability and option to extend the time limits and notice requirements of the above-referenced procedure provided that written notification is given to the employee being investigated.

F. PROCEDURAL ERRORS

Failure to follow the above procedure, unless waived by the employee in question, shall result in dismissal of all charges, with prejudice, and the destruction of records generated during the course of the current investigation of the pending charges.

G. GARRITY WARNING

If an employee is directed to appear and answer questions before the Chief of Police or designee, the following warnings shall be given to the employee concerned prior to the commencement of the interview:

“I wish to advise you that you are being questioned as part of an official investigation of the Buxton Police Department. You will be asked questions specifically and narrowly related to the performance of your official duties and fitness for office. You are entitled to all rights and privileges guaranteed by the laws and Constitution of this State and the Constitution of the United States, including the right not to be compelled to incriminate yourself. I further wish to advise you that if you refuse to testify or to answer questions relating to the performance of your official duties or fitness for duty, you will be subject to departmental charges which could result in your dismissal from the Buxton Police Department. If you do answer, neither your statements nor any information or evidence which is gained by reasons of such statements can be used against you in any subsequent criminal proceedings. However, these statements may be used against you in relation to subsequent departmental charges.”

H. No non-probationary employee shall receive a written reprimand, be suspended, or discharged without just cause.

ARTICLE 9 – GRIEVANCE PROCEDURE

A. A grievance is defined to be a dispute as to the meaning or application of the specific terms of this Agreement. Any grievance arising between the Town and a bargaining unit member shall be settled in the following manner.

B. PROCEDURE FOR PROCESSING A GRIEVANCE

1. The aggrieved employee(s) must, within fourteen (14) calendar days after first knowledge of the grievance or the reason for the grievance has occurred, submit the grievance in writing to the Chief of Police. The grievant, the Association representative, and the Chief of Police shall meet within fourteen (14) calendar days for the purpose of resolving the dispute. If no resolution is reached, the Chief of Police shall within seven (7) calendar days issue a written decision to the grievant and the Association representative.
2. The grievant may, within fourteen (14) calendar days of receipt of the Police Chief of Police's decision, appeal by submitting a copy of the grievance and the decision to the Board of Selectmen. The Board of Selectmen shall, in executive session at its next regularly scheduled meeting, meet with the grievant, the Chief of Police, and the Association representative for the purpose of resolving the grievance. If the grievance is not resolved, the Board of Selectmen shall issue a written decision within fourteen (14) calendar days from the date of the meeting to the grievant and the Association representative.
3. In the event that the decision the Board of Selectmen render is not acceptable to the Association, the Association may, within twenty-eight (28) calendar days thereafter, request in writing to the Board of Selectman, that the matter be referred to arbitration. The Chairman of the Board or designee and an Association representative shall attempt to agree upon the selection of an arbitrator or to use the Maine Board of Arbitration and Conciliation (MBAC) within fourteen (14) calendar days after such request is submitted to the Town. If they are not able to agree on an arbitrator or the MBAC, then the Town and the Association will within fourteen (14) calendar days follow the procedures established by the American Arbitration Association for selecting an arbitrator.
4. The arbitrator shall have no authority to add to, subtract from or modify the provisions of this Agreement. The arbitrator shall be without power to make any decision which is contrary to law, which requires the commission of an

act prohibited by law, or which is violative of the terms of this Agreement. The arbitrator's decision shall be binding, subject to appeal as provided by law.

5. The Town and the Association shall bear equally the cost, fees and expenses of the arbitrator. Other expenses shall be borne by the party incurring the same, unless the grievant unilaterally withdraws the grievance during the penalty cancellation period prior to the arbitration hearing, in which case the Association shall pay the full cost of late cancellation.

C. MISCELLANEOUS

1. Requirements to Adhere to Time Limits

- a) If a grievance is not filed or appealed to the next higher level within the time limits so specified, such grievance shall be considered settled and any further appeal will be denied. All grievances shall be filed and appealed within the time limit set forth or they shall be deemed waived. If the Town fails to conduct any required meeting or issue the required decision within the time limits stated above, the Association may appeal to the next level of the grievance procedure including arbitration.
 - b) The parties may by mutual agreement extend any time limit provided the extension is in writing.
 - c) It is understood that the presentation and discussion of grievances shall take place during non-working time except by mutual agreement.
2. The disposition of the grievance shall be reduced to writing and placed in the employee's personnel file.

ARTICLE 10 – HOLIDAYS

A. The following days shall be recognized as paid holidays:

- | | |
|---------------------------|-----------------------------------|
| 1. New Year's Day | 8. Labor Day |
| 2. Martin Luther King Day | 9. Indigenous People's Day |
| 3. Presidents' Day | 10. Veteran's Day |
| 4. Patriot's Day | 11. Thanksgiving Day |
| 5. Memorial Day | 12. Friday after Thanksgiving Day |
| 6. Juneteenth | 13. Christmas Day |
| 7. Independence Day | |

B. Bargaining unit members on duty on a Town recognized holiday shall receive time and a half (1.5) pay for actual hours worked plus their applicable 8 hours holiday pay.

Example: If an employee works a 10 hour shift on the 4th of July, the employee shall receive 8 hours worked holiday pay at time and a half (1.5), 2 hours overtime pay at time and a half (1.5) and 8 hours holiday pay at regular time.

C. Holidays will be recognized on the day in which they fall.

D. A person on a leave of absence without pay shall not be entitled to holiday pay.

E. Holiday pay is to be considered eight (8) hours pay.

ARTICLE 11 – HOURS OF WORK/COMPENSATION/OVERTIME

A. The work week shall be forty (40) hours. The Town shall establish the work schedule for police officers or dispatchers which may be changed from time to time by the Town as circumstances warrant. Prior to implementing any changes, the Town will give affected employees at least forty-eight (48) clock hours' notice, if possible, as determined by the Chief of Police.

B. Except as provided elsewhere in this Article, the normal work week shall be a seven (7) day period beginning with the first shift on Sunday for police officers and dispatchers.

C. Employees shall be paid one and one-half (1-1/2)(1.5) times their regular hourly rate of pay for all hours worked beyond forty (40) hours per week. Overtime compensation shall not be paid more than once for the same hours under any provision of this Article, the Agreement, state or federal law.

D. For the purposes of this Article, "hours worked" shall mean hours actually worked including vacation time and shall not include sick leave time, holiday, or any other non-work time, as stated in the Fair Labor Standards Act.

E. If elected by the employee, compensatory time off with pay may be selected in lieu of overtime pay – not to exceed one hundred and twenty (120) hours during any year covered by this Agreement (July 1st – June 30th). Compensatory time off with pay shall be mutually scheduled by the Chief of Police and the employee and must be taken within the same contract year. Requests must be submitted to the Chief of Police seven (7) days prior to the request time off.

F. SWAPPING WORK SHIFTS

Shifts may be swapped with another officer or dispatcher provided that it does not result in an overtime cost to the Town. Any officer/dispatcher requesting a shift swap must submit it in writing to the Chief of Police for approval not later than seven (7) days prior to the swap. Any employee who does not report for his/her swapped shift, regardless of cause, shall be suspended from swapping privileges according to the following:

1st occurrence – 30 days;

2nd occurrence within a 12 month period – 60 days;

3rd occurrence within a 12 month period – 12 months.

G. OUTSIDE WORK

If outside work, which is paid by a public or private sector vendor, members of the bargaining unit shall have first refusal. In the event that no bargaining unit member accepts the outside work opportunity, then the Chief of Police may elect to offer such work to non-bargaining unit members. The rate paid for such work shall be as determined by the Chief of Police.

H. CALL-IN

Employees in the bargaining unit who are called in to work at time outside of, or prior to and not annexed to, their regular scheduled shift including for court time shall receive a minimum of three (3) hours pay.

ARTICLE 12 – IN-SERVICE TRAINING

- A. The Town is committed to the principle of training for all members of the bargaining unit. Said training shall be provided insofar as it does not adversely affect and interfere with the orderly performance and continuity of municipal services. Training shall be scheduled by the Chief of Police or designee. Employees will attend training sessions as assigned by the Chief of Police.
- B. The Chief of Police shall generally encourage equal access to training opportunities to the extent that operational requirements of the Department permit. The Association shall be given an opportunity, upon request, to offer suggestions to the Chief of Police on ways to improve access to training opportunities. The Chief of Police shall make a reasonable effort to ensure that each member is afforded the opportunity to attend at least forty (40) hours of training per year, which shall be comprised of State-mandated training and appropriate training opportunities as approved by the Chief of Police.
- C. Upon receipt of a notice of an acceptable school training program, it will be posted in the Police Department, giving the officers an opportunity to volunteer. Selection will be made by the Chief of Police taking into consideration the best interests of the Department.

ARTICLE 13 – INSURANCE BENEFITS

- A. Enrollment in the health insurance, life insurance, long term and short term disability plans becomes effective on the first of the month after 30 days of employment. Deductions for these plans are done weekly through payroll.

1. Health Insurance

For all regular full-time employees or personnel defined as those employees averaging at least thirty (30) hours per week for fifty (50) weeks of the year, the Town will pay ninety (90%) percent of the single subscriber and eighty (80%) percent of the spouse and/or sibling(s) health insurance coverage. The Board of Selectmen shall select the health insurance plan to be provided to employees, and reserves the right to modify, restrict or withdraw the provision of health care coverage for employees.

2. Pretax Contributions

Those enrolled in the health insurance plan are eligible to sign-up for the pretax contributions of any employee contribution to eligible insurance

premiums pursuant to the Internal Revenue Service's rules and regulations regarding a Section 125 Plan. Enrollment would allow for weekly health insurance deductions to be made with pre-tax dollars. There would be no Social Security, Medicare, Federal or State Income Taxes paid on the health insurance contributions. Enrollment for new hires is within thirty (30) days of becoming eligible for the health insurance plan. All other employees would need to wait to sign-up during the last quarter of the year.

3. Life Insurance

Group life insurance in the amount of one (1) times salary is available to full-time employees, working at least thirty (30) hours per week, at no charge to the employee. At the employee's expense, an employee can purchase up to three (3) times salary with medical evidence of insurability.

4. Long Term Disability Insurance

Employees working thirty (30) or more hours per week are entitled to enroll and be covered under a Long Term Disability Insurance plan. The Town pays one hundred (100%) percent of this plan.

5. Short Term Disability Insurance

Employees working thirty (30) or more hours per week are entitled to enroll and be covered under a Short Term Disability Insurance plan. The Town pays fifty (50%) percent of this plan.

6. Continuation of Benefits if Still Employed but Not Receiving Compensation

In the event an employee becomes separated from service for a period of time (administrative leave of absence, short term disability, worker's compensation) medical coverage may be continued under the following conditions:

- a) The Chief of Police is informed that the employee wishes to continue coverage;
- b) Employee's share of benefits will be deducted from any ongoing paychecks;

- c) If no paychecks are being issued, then it will be the employee's responsibility to reimburse the Town for the appropriate share of premium;
- d) If Subsection (c) applies, then the Town Treasurer will notify the employee when any outstanding balances accumulate or any future cost of benefits can be determined;
- e) Upon receipt of notification by the Town Treasurer of a balance due, the employee will have two (2) weeks (14 calendar days) to fund any amounts due; and
- f) If no funds are forthcoming, then the Town reserves the right to cancel benefits on the next monthly anniversary date.

B. PAYROLL DEDUCTIONS

Payroll deductions and direct deposit are available through any financial institution that is equipped to accept deposits via electronic funds transfer.

C. DENTAL INSURANCE

Employee coverage is 90% paid by the Town and the remaining 10% paid by Employee. Spouse, Children and family coverage is eighty (80%) percent paid by Town and twenty (20%) percent by Employee. The Board of Selectmen shall select the dental insurance plan to be provided to employees, and reserves the right to modify, restrict or withdraw the provision of dental coverage for employees.

ARTICLE 14 – JURY DUTY

The Town shall pay to an employee called for jury duty the difference between his/her regular pay and the juror's pay provided the employee presents an official statement of jury pay received.

ARTICLE 15 – LEAVES OF ABSENCE

A. BEREAVEMENT LEAVE

- 1. An employee may be excused from work for up to three (3) work days because of death in his/her immediate family, as outlined below, and shall be paid his/her regular rate of pay for the scheduled work hours missed. It is

intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral.

2. For purposes of this article only, immediate family is defined to mean spouse, parents, children, stepchildren, brothers, sisters, mother-in-law, father-in-law, grandfather, grandmother and grandchildren.
3. Up to three (3) days may be granted to employees at the sole discretion of the Chief of Police for attendance at funerals of persons not covered under the above definition.

B. LEAVE WITHOUT PAY

1. A full-time employee may be granted a leave of absence without pay and/or without benefits by the Chief of Police for a period deemed necessary by the employee for the purpose of the leave, but not in excess of sixty (60) calendar days. The decision to grant such leave is in the sole discretion of the Chief of Police.
2. The employee is expected to return to work upon the expiration of a granted leave or to have written permission from the Board of Selectmen to extend such leave. Continued absence without having arranged for an extension of leave shall be deemed a resignation from employment.
3. Employees may choose to continue insurance benefits for the duration of the leave by assuming the employer contribution.
4. Vacation and sick leave will not continue to accrue during the leave.
5. Employees must give a seven (7) day notice when requesting time off, unless it is an emergency, which can be approved by the Chief of Police.

C. FAMILY AND MEDICAL LEAVE

Family and Medical leave without pay shall be granted in accordance with the Maine and/or the Federal Family and Medical Leave Act, if applicable.

D. PAID FAMILY AND MEDICAL LEAVE

The parties agree that the Town shall pay half of any payroll tax required pursuant to the PFML, and employees shall pay half of any payroll tax required pursuant to the PFML. Any agreement reached

pursuant to this reopener provision shall be subject to ratification by the Town and the Association and shall be attached to this Agreement.

ARTICLE 16 – MILITARY LEAVE

Any employee who is a member of the National Guard, Naval Reserve, Marine Reserve or any other reserve component of the Armed Forces of the United States and who is required to enter military service for a stipulated time each year or for emergency duty shall be deemed to be on a leave of absence for the period of such service and the employee's absence shall not be construed as to diminish seniority, or continuity of service, or the accumulation of time for vacation credits or for the purpose of computing severance pay.

ARTICLE 17 – MANAGEMENT RIGHTS

The Town retains all rights and authority to manage and direct its employees, except as otherwise specifically provided for in this Agreement. Such rights and authority to manage and operate the Town in all of its police and communications including dispatching functions and activities; the right to hire, promote, suspend or discharge for just cause, lay off, and recall employees and to maintain discipline and efficiency; the right to determine and implement all matters pertaining to the services to be furnished, including the methods, procedures, means, equipment and machines required to provide such services; the right to determine the composition and number of facilities and departments to be operated and their locations; the right to eliminate work or services; the right to establish, change, combine or discontinue classifications and the numbers of personnel required; the right to assign work to the employees within their classifications; the right to direct and control operations; the right to discontinue, combine or reorganize any services or any part of all of the operations; the right to direct the work force; the right to assign work in a reasonable manner in the interests of efficiency of operations and to determine the number of employees assigned to operations; the right to study and use improved methods and equipment, machinery or processes, to change or eliminate existing equipment and institute technological changes, to decide on materials, supplies and equipment to be purchased; the right to construct new facilities or improve existing facilities; the right to determine the number, location and type of facilities and installations; the right to determine the size of the work force and increase or decrease its size; the right to schedule hours of work and shifts; the right to permit employees not included in the bargaining unit to perform bargaining unit work; the right to determine lunch, rest periods, and clean-up times, the starting and quitting times, and number of hours to be worked; the right to establish work schedules; the right to select employees for promotion or transfer to supervisory or other positions and to determine the

qualifications and competency of employees to perform available work; and in all respects to carry out the ordinary and customary functions of management.

ARTICLE 18 – NON-DISCRIMINATION

The Town and the Association agree not to discriminate against any employee with respect to an individual's race, color, religion, sex, marital status, national origin, age, ancestry, and physical or mental disability, except as a bona fide occupational qualification.

ARTICLE 19 – PENSION PLAN

- A. Individual retirement deductions by the employee are available through weekly payroll.
- B. In addition to social security, the Town will contribute to one (but not both) of the following retirement saving options selected by the employee:

OPTION 1: Maine State Retirement benefits as a participant in the Maine State Public Employees Retirement System (MainePERS) Special Plan 3C pursuant to its rules and regulations. The Town's and the employees' contributions shall be made to MainePERS under this plan at a rate set by MainePERS.

OPTION 2: a 457 deferred compensation plan with the Town to contribute three percent (3%) of average compensation following the employee's completion of six (6) months of continuous employment and six percent (6%) following the employee's completion of twelve (12) months of continuous employment.

- C. Employees may elect both options, but the Town will contribute to only one of them.

ARTICLE 20 – PERSONNEL FILES

- A. Personnel records shall be maintained for each employee. The Chief of Police shall, upon written request, provide the employee or his/her duly authorized representative with an opportunity to review his/her personnel file during regular business hours where the records are located and under the supervision of the Chief of Police or his/her designated representative.
- B. For purposes of this section, a personnel file shall include, but not be limited to, any formal or informal written evaluations and reports relating to the employee's character, credit, work habits, compensation, benefits and leave

time reports which the Chief of Police has in his/her possession, or otherwise provided by 30-A M.R.S.A. § 2702.

- C. Public inspection of a personnel file shall be pursuant to 30-A M.R.S.A. § 2702.

ARTICLE 21 – POLITICAL ACTIVITY

While performing their normal work duties, employees shall refrain from seeking or accepting nomination or election to any office in the Town government, and from using their influence publicly in any way for or against any candidate for elective office in the Town government. This rule is not to be construed to prevent Town employees from becoming, or continuing to be, members of any political organization, from attending political meetings, from expressing their views on political matters, or from voting with complete freedom in any election.

ARTICLE 22 – PROBATIONARY PERIOD

- A. All employees who complete the probationary period shall be known as regular employees; and effective as of the date of this Agreement, the probationary period shall be considered part of the seniority time, provided, however, the Town shall have the right to terminate without compliance with the terms of this Agreement the employment of such new employees within the probation period.
- B. The probationary period shall be one year and shall begin the latest of the following: (1) first date of current and continuous full-time employment; (2) the completion of the Maine Criminal Justice Academy; or (3) the obtainment of a waiver certification from the Maine Criminal Justice Academy.
- C. Dispatchers shall successfully complete a one (1) year probationary period beginning on first date of current and continuous full-time employment.
- D. Officers and Dispatchers previously employed by the Town shall receive no credit toward the probationary period for time worked during the previous period(s) of employment.

ARTICLE 23 – REDUCTION IN FORCE

In the event it becomes necessary for the Town to lay off employees for any reason, the selection of employees to be laid off shall be done by seniority and training by classification (dispatcher, police officer, corporal, and sergeant) provided the

remaining employees meet the qualifications to perform the remaining work. In the event of a reduction in the corporal or sergeant classifications, the employee selected for layoff may displace the least senior employee in a lower rated impact area (sergeant, corporal, police officer) provided that the sergeant/corporal selected for layoff has greater years of continuous service in the bargaining unit than the least senior employee in the lower rated impact area. All affected employees shall receive a two (2) calendar week advance notice of layoff, and the Select Board or the Police Chief of Police shall meet with the affected employees and the Association prior to the actual occurrence of layoff. Employees shall be recalled from layoff according to their seniority with job classification provided the employee is qualified to perform the work. No new employees shall be hired until all employees on layoff status have been afforded recall notice. The recall period shall be for twelve (12) months from the effective date of the layoff.

ARTICLE 24 – RESIDENCE REQUIREMENT/COMMUTE TO WORK

As a condition of employment, a non-probationary employee must reside within an area to be able to respond to emergency conditions within forty-five (45) minutes.

ARTICLE 25 – RESIGNATION

All employees resigning from service of the Town shall give a written two-week notice. Failure to provide at least a two (2) week notice of resignation in writing shall not be considered a resignation in good standing and shall be noted in the employee's personnel file. Upon notice of resignation in good standing, the Town reserves the right to provide the employee severance of two weeks' pay in lieu of work.

ARTICLE 26 – SENIORITY

- A. It is agreed that seniority shall be determined for employees of this bargaining unit by the length of full-time continuous service within the employee's job classification based on the employee's most recent date of hire:
1. Dispatcher
 2. Police Officer
 3. Detective
 4. Sergeant
- B. The Town agrees to furnish the Association with a list of employees with their full-time continuous service within thirty (30) days after signing this Agreement.

ARTICLE 27 – SICK LEAVE

- A. Sick leave may only be used for personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of his/her position unless the employee is capable of other work in his/her division and assigned to such other work; or for personal medical or dental appointments, or to care for members of his/her immediate family affected by serious illness.
- B. Sick leave accrual for full-time employees shall accrue at the rate of one (1) workday for each full calendar month of service to maximum of thirty (30) working days. For the purpose of this section, the first month of an employee's service shall be counted as a full month of service if employment begins on or before the 15th day of the month.
- C. Regular full-time employees shall be eligible to use sick leave after thirty (30) days of service with the Town.
- D. The employee must work thirteen (13) or more full workdays in that month to earn sick leave for that month.
- E. Sick leave shall not be considered as an entitlement, which an employee may use at his/her discretion, but shall be allowed for the necessity arising from actual sickness or disability of the employee except that up to two sick days per calendar year may be used as "personal days." Employees will be allowed to use personal days in the same way as sick time, but without establishing medical necessity. Aside from these two personal days, the town may require the employee to furnish the Town with a certificate from his/her attending physician if the employee has been absent for three (3) consecutive work days or there is evidence of misuse. The Town also reserves the right to request an independent medical evaluation at its own expense.
- F. Absences for a part of a day that are chargeable to sick leave shall be charged proportionately in an amount not smaller than one-half (1/2) day for the actual time absent from work.
- G. The Chief of Police shall review all sick leave records periodically and shall investigate any cases which indicate abuse of the privilege. Abuse of the sick leave privilege shall be cause for discipline. Sick leave shall under no circumstances be bought back.
- H. When sick time is used during any work week, hours cannot exceed the normal working hours of the position; and sick time cannot be used to create overtime.

- I. Employees may use such sick leave provided that the employee is not receiving Worker's Compensation benefits for such days of absence. In the event that an employee receives sick pay for any day of absence for which the employee also receives Worker's Compensation benefits, such sick pay shall be considered overcompensation (double pay) and the Town shall be entitled to repayment of such sick pay, and may look to monies due to the employee for satisfaction of such overpayment. At the time of repayment, the sick leave repaid will be re-credited to the employee's sick leave accrual.

J. RETIREMENT/RESIGNATION STIPEND

For service rendered to the Town of Buxton, an employee shall be paid one of the following stipends when the employee retires and is eligible and receives retirement benefits or otherwise resigns in good standing:

1. After fifteen (15) years for the Town, an employee can cash in up to fifty (50%) percent of accrued sick leave.
2. After ten (10) years for the Town, an employee can cash in up to thirty-three and a third (33.33%) percent of accrued sick leave.

ARTICLE 28 – VACATION

- A. Vacation privileges for bargaining unit members are available subject to the following conditions. Each employee shall earn vacation with pay on the following basis:

1. During each of the first five years of continuous service he/she is entitled to receive two (2) weeks of vacation. The employee will be entitled to their two (2) weeks of vacation after completing twelve (12) months of service each year.
2. After 6 months of continuous service in their first year of service an employee will accrue one half (1/2) of their allotted first year vacation time to be used from 6 months to their first anniversary.
3. After an employee has completed five (5) years of continuous service, he/she is entitled to receive three (3) weeks of vacation.
4. After an employee has completed ten (10) years of continuous service, he/she is entitled to receive four (4) weeks of vacation.

5. For purposes of only paragraphs 1 and 2 above, continuous service means the employee worked without a break in service for six months or five years, as applicable, in Buxton and/or another municipal police/dispatch department as a full-time sworn law enforcement officer or full-time public safety communications professional. This credit for prior service does not apply to paragraph 3 (i.e., the parties agree to a cap of three (3) weeks of vacation for years of service outside Buxton and that for four (4) weeks of vacation the employee must have worked five (5) weeks continuous years in Buxton regardless of their total years of service).
- B. All requests for vacations will be submitted in writing to the Chief of Police or designee on the designated time off request form. All requests will be stamped with the time and date and will be submitted seven (7) calendar days prior to the date requested. Any vacation requests that are submitted less than seven (7) calendar days prior to the date requested and require overtime coverage will be denied except on exceptional or emergency situations. Selection and scheduling of vacation shall be made by seniority. Vacation leave will ordinarily be taken in blocks of one (1) or two (2) week periods, but vacations for a lesser period may be permitted in the Chief of Police's discretion.
- C. Employees must take the vacation due them within that year after the vacation time is earned. Employees will not be permitted to carry over vacation time from one year to the next. Exception to this may be permitted for special reasons with prior written approval of the Chief of Police.
- D. Employees may receive their vacation pay prior to the start of their vacation, but must advise the Chief of Police, who shall notify the Town Treasurer, in writing, at least ten (10) days in advance.
- E. Employees may take up to one (1) week of accrued vacation benefits in the form of pay. All other accrued vacation time must be taken as paid time off.

ARTICLE 29 – WAGES

- A. The wage schedules are appended to the Agreement.
- B. The initial placement on the wage schedule shall be determined by the Police Chief of Police and shall be based on the employee's years of experience and time in position based on the certification criteria of the Maine Criminal Justice Academy. In addition, the Chief of Police may consider any prior work experience in a position involving essential skills and experience necessary for

law enforcement (military police, private detective and the like) which would benefit the Town, provided that credit for such work experience shall not exceed 50% of the officer's credited work experience as a police officer.

C. INCENTIVES

1. Emergency Medical Technician / Emergency Medical Dispatcher Certification

Any full-time police officer who provides written proof to the Chief of Police of his/her current certification as an E.M.T. shall be paid a stipend of twenty-five cents (\$.25) per hour, and any full-time dispatcher who provides written proof to the Chief of Police of his/her current certification as an E.M.T. and/or E.M.D. shall be paid a stipend of twenty-five cents (\$.25) per hour. For dispatchers who are certified as both E.M.T. and E.M.D., the \$.25 stipend is payable for only one or the other of those designations.

2. Education Degree

Full-time police officers are eligible for one of the following education degree stipends:

a) *Associate's Degree*

Any full-time police officers who hold an Associate's degree related to the officer's job responsibilities and provides written document to the Chief of Police shall receive a stipend of twenty-five cents (\$.25) per hour.

b) *Bachelor's Degree*

Any full-time police officers who hold a Bachelor's degree related to the officer's job responsibilities and provides written document to the Chief of Police shall receive a stipend of fifty cents (\$.50) per hour.

c) *Master's Degree*

Any full-time police officers who hold a Master's degree related to the officer's job responsibilities and provides written document to the Chief of Police shall receive a stipend of one dollar (\$1.00) per hour.

d) Incentives for Dispatchers

Dispatchers shall receive the incentives for Associates and Bachelor's degrees if their degrees are in any of the following fields: communications, medical related studies, sociology, psychology, criminal justice, public administration, business, or any other area of study deemed relevant by the Chief of Police.

3. Military Service

Any full-time police officers or dispatcher who hold has military service related to the officer's job responsibilities and provides written document to the Chief of Police shall receive a stipend of twenty-five cents (\$.25) per hour for 2 years of experience. With 4+ years of military service an employee shall receive fifty cents (\$.50) per hour

4. Physical Fitness

The Town will in the spring of each contract year, at a time and place designated by the Chief of Police, hold a physical fitness test consisting of a 1.5 mile run, sit-ups, and push-ups. It will be based upon the Maine Criminal Justice Academy ("MCJA") guidelines. Any employee scoring at or above the 40% MCJA level in each category will be paid a stipend, on or before June 30th of that year, in the amount of \$300.00. Taxes will be withheld from the stipend. No employee will be required to participate in the process; attendance is voluntary. There will be no discipline or adverse consequences due to lack of participation or failing the tests. However, nothing in this section alters the management rights contained in Article 17.

5. Special Training Incentive

Employees that operate/instruct as a trainer including FTO, firearms instructor, taser instructor, MARC instructor, Intox and Teaching certification or CTO will receive one \$1.00 per hour while conducting these trainings.

D. PROMOTION PAY ADJUSTMENT

Any employee promoted to a higher classification shall be placed on entry level promoted classification scale as held at the time of the promotion. For example, if a patrol officer who is on pay step 5 is promoted to sergeant, the officer shall be placed on the sergeant pay step 0.

ARTICLE 30 – POSITION POSTINGS

- A. When the Chief of Police intends to fill a vacancy for a permanent position, the Chief of Police shall post the vacancy in a manner sufficient to inform bargaining unit members of its existence. The Chief of Police may also advertise externally.
- B. For purposes of this provision, a permanent position is one that involves a job promotion (e.g., Sergeant, and Detective) or an assignment to a special detail that is expected to extend beyond six (6) months.
- C. Interested employees shall follow the application process outlined in the posting, understanding that, because of the size of the department, the process may be informal as circumstances warrant.
- D. The Chief of Police may, in his/her sole discretion, conduct interviews and/or ask candidates to submit application materials.
- E. The Chief of Police retains the right to select the candidate whom he/she deems best suited and most qualified for the position.

ARTICLE 31 – MISCELLANEOUS

SAVING PROVISION

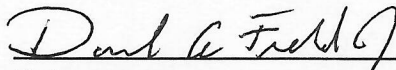
If any provision of this Agreement shall be contrary to any law, such conflict shall not affect the validity of the remaining provisions.

ARTICLE 32 – DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2025, or date of execution, whichever is later, and it shall remain in full force and effect until June 30, 2028.

IN WITNESS WHEREOF, the parties hereto have set their hands this 23rd day of April, 2025.

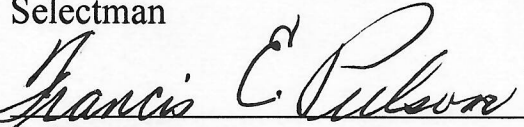
For the Town of Buxton



Selectman



Selectman



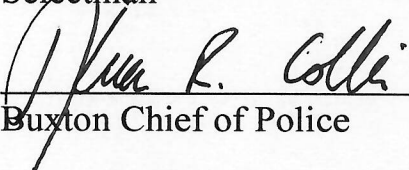
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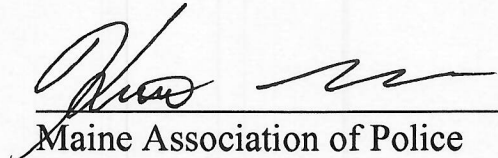
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Buxton Chief of Police



Maine Association of Police

Maine Association of Police

Fiscal Year 2025-2026

SCHEDULE A

	Entry – 1 yr	3 years	5 years	7 years	9 years	12 years	15 years
Patrol							
Hourly	\$31.74	\$32.69	\$33.67	\$34.68	\$35.72	\$36.79	\$37.89
Weekly	\$1,269.60	\$1,307.60	\$1,346.80	\$1,387.20	\$1,428.80	\$1,471.60	\$1,515.60
Annual	\$66,019.20	\$67,995.20	\$70,033.60	\$72,134.40	\$74,297.60	\$76,523.20	\$78,811.20
Detective							
Hourly	\$39.09	\$40.27	\$41.48	\$42.72	\$44.00	\$45.32	\$46.68
Weekly	\$1,563.60	\$1,610.80	\$1,659.20	\$1,708.80	\$1,760.00	\$1,812.80	\$1,867.20
Annual	\$81,307.20	\$83,761.60	\$86,278.40	\$88,857.60	\$91,520.00	\$94,265.60	\$97,094.40
Sergeant							
Hourly	\$40.27	\$41.48	\$42.72	\$44.00	\$45.32	\$46.68	\$48.08
Weekly	\$1,610.80	\$1,659.20	\$1,708.80	\$1,760.00	\$1,812.80	\$1,867.20	\$1,923.20
Annual	\$83,761.60	\$86,278.40	\$88,857.60	\$91,520.00	\$94,265.60	\$97,094.40	\$100,006.40
Dispatch							
Hourly	\$27.74	\$28.57	\$29.43	\$30.31	\$31.22	\$32.16	\$33.12
Weekly	\$1,109.60	\$1,142.80	\$1,177.20	\$1,212.40	\$1,248.80	\$1,286.40	\$1,324.80
Annual	\$57,699.20	\$59,425.60	\$61,214.40	\$63,044.80	\$64,937.60	\$66,892.80	\$68,889.60
Dispatch Supervisor							
Hourly	\$34.10	\$35.13	\$36.18	\$37.27	\$38.38	\$39.54	\$40.72
Weekly	\$1,364.00	\$1,405.20	\$1,447.20	\$1,490.80	\$1,535.20	\$1,581.60	\$1,628.80
Annual	\$70,928.00	\$73,070.40	\$75,254.40	\$77,521.60	\$79,830.40	\$82,243.20	\$84,697.60

Fiscal Year 2026-2027

Patrol	Entry – 1 yr	3 years	5 years	7 years	9 years	12 years	15 years
Hourly	\$32.69	\$33.67	\$34.68	\$35.72	\$36.79	\$37.89	\$39.03
Weekly	\$1,307.60	\$1,346.80	\$1,387.20	\$1,428.80	\$1,471.60	\$1,515.60	\$1,561.20
Annual	\$67,995.20	\$70,033.60	\$72,134.40	\$74,297.60	\$76,523.20	\$78,811.20	\$81,182.40
Detective	Entry – 1 yr	3 years	5 years	7 years	9 years	12 years	15 years
Hourly	\$40.27	\$41.48	\$42.72	\$44.00	\$45.32	\$46.68	\$48.09
Weekly	\$1,610.80	\$1,659.20	\$1,708.80	\$1,760.00	\$1,812.80	\$1,867.20	\$1,923.60
Annual	\$83,761.60	\$86,278.40	\$88,857.60	\$91,520.00	\$94,265.60	\$97,094.40	\$100,027.20
Sergeant	Entry – 1 yr	3 years	5 years	7 years	9 years	12 years	15 years
Hourly	\$41.48	\$42.72	\$44.00	\$45.32	\$46.68	\$48.09	\$49.53
Weekly	\$1,659.20	\$1,708.80	\$1,760.00	\$1,812.80	\$1,867.20	\$1,923.60	\$1,981.20
Annual	\$86,278.40	\$88,857.60	\$91,520.00	\$94,265.60	\$97,094.40	\$100,027.20	\$103,022.40
Dispatch	Entry – 1 yr	3 years	5 years	7 years	9 years	12 years	15 years
Hourly	\$28.57	\$29.43	\$30.31	\$31.22	\$32.16	\$33.12	\$34.11
Weekly	\$1,142.80	\$1,177.20	\$1,212.40	\$1,248.80	\$1,286.40	\$1,324.80	\$1,364.56
Annual	\$59,425.60	\$61,214.40	\$63,044.80	\$64,937.60	\$66,892.80	\$68,889.60	\$70,957.27
Dispatch Supervisor	Entry – 1 yr	3 years	5 years	7 years	9 years	12 years	15 years
Hourly	\$35.13	\$36.18	\$37.27	\$38.38	\$39.54	\$40.72	\$41.95
Weekly	\$1,405.20	\$1,447.20	\$1,490.80	\$1,535.20	\$1,581.60	\$1,628.80	\$1,678.00
Annual	\$73,070.40	\$75,254.40	\$77,521.60	\$79,830.40	\$82,243.20	\$84,697.60	\$87,256.00

Fiscal Year 2027-2028

Patrol	Entry – 1 yr	3 years	5 years	7 years	9 years	12 years	15 years
Hourly	\$33.67	\$34.68	\$35.72	\$36.79	\$37.89	\$39.03	\$40.20
Weekly	\$1,346.80	\$1,387.20	\$1,428.80	\$1,471.60	\$1,515.60	\$1,561.20	\$1,608.00
Annual	\$70,033.60	\$72,134.40	\$74,297.60	\$76,523.20	\$78,811.20	\$81,182.40	\$83,616.00
Detective	Entry – 1 yr	3 years	5 years	7 years	9 years	12 years	15 years
Hourly	\$41.48	\$42.72	\$44.00	\$45.32	\$46.68	\$48.09	\$49.53
Weekly	\$1,659.20	\$1,708.80	\$1,760.00	\$1,812.80	\$1,867.20	\$1,923.60	\$1,981.20
Annual	\$86,278.40	\$88,857.60	\$91,520.00	\$94,265.60	\$97,094.40	\$100,027.20	\$103,022.40
Sergeant	Entry – 1 yr	3 years	5 years	7 years	9 years	12 years	15 years
Hourly	\$42.72	\$44.00	\$45.32	\$46.68	\$48.09	\$49.53	\$51.01
Weekly	\$1,708.80	\$1,760.00	\$1,812.80	\$1,867.20	\$1,923.60	\$1,981.20	\$2,040.40
Annual	\$88,857.60	\$91,520.00	\$94,265.60	\$97,094.40	\$100,027.20	\$103,022.40	\$106,100.80
Dispatch	Entry – 1 yr	3 years	5 years	7 years	9 years	12 years	15 years
Hourly	\$29.43	\$30.31	\$31.22	\$32.16	\$33.12	\$34.11	\$35.14
Weekly	\$1,177.20	\$1,212.40	\$1,248.80	\$1,286.40	\$1,324.80	\$1,364.56	\$1,405.60
Annual	\$61,214.40	\$63,044.80	\$63,044.80	\$66,892.90	\$68,889.60	\$70,957.27	\$73,091.20
Dispatch Supervisor	Entry – 1 yr	3 years	5 years	7 years	9 years	12 years	15 years
Hourly	\$36.18	\$37.27	\$38.38	\$39.54	\$40.72	\$41.95	\$43.20
Weekly	\$1,447.20	\$1,490.80	\$1,535.20	\$1,581.60	\$1,628.80	\$1,678.00	\$1,728.00
Annual	\$75,254.40	\$77,521.60	\$79,830.40	\$82,243.20	\$84,697.60	\$87,256.00	\$89,856.00