



Owen T. Davis
Acting Chief of Police

York Police Department

Town of York, Maine
9 Hannaford Drive
York, Maine 03909
(207) 363-1031 Fax (207) 361-6818



This response does not include records that were destroyed due to the language of the attached collective bargaining agreements.

previous

6. The Town Manager shall conduct a hearing on the complaint no later than ten (10) days after receiving the written request as provided in step (5). The Town Manager will issue a determination with regard to the complaint in writing within ten (10) days of the hearing.
7. Time limits may be extended by mutual consent of the parties with notice.
8. It is understood that the parties have the right to be represented by counsel throughout the proceedings.
9. The application of this article shall be subject to the conditions of Article 25, Settlement of Disputes, which may be initiated at Step 1 (c).

ARTICLE 25 - WORK RULES AND DISCIPLINE

Employees are required to abide by the terms of this Agreement and to comply with reasonable rules and regulations. Should there be any doubt as to the employee's obligations, he shall comply with the rules and then grieve if he feels that he has been wronged. All suspensions and discharges shall be stated, in writing, and shall be forwarded to the affected employees and the Association Steward within five (5) days of the date action was taken.

All discipline infractions placed in an employee's file, which 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 twelve (12) months subsequent. All serious offenses (suspension but less than dismissal) shall be purged from the file if no recurrence of discipline action is received by an employee within a twenty-four (24) month period SUBSEQUENT to the serious offense. The removal of disciplinary action from the personnel file shall be at the written request of the employee.

It is agreed that any 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 receive no seniority time during such suspension. For the purpose of this article restoration to service shall depend upon maintaining or obtaining the right to operate a motor vehicle in the State of Maine. Disciplinary action or measure shall include the following:

Oral Reprimand Written Reprimand Suspension Discharge

(The measures need not be applied in sequence depending on the infraction)

Except in cases of emergency or a preliminary meeting with the Police Chief, any disciplinary action by the Town against any member of the York Police Department covered by this Agreement, upon any charge of violations of department rules, inefficiency, incompetence, misconduct, negligence, insubordination, disloyalty, or other charges, shall be heard at a meeting between the charging party, the charge party, and his Association representative, in an attempt to amicably settle the charge.

ARTICLE 26 - SETTLEMENT OF DISPUTES

SECTION 1: Grievance and Arbitration Procedure:

Any dispute, which arises between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

- a) The Association, through an authorized representative, shall take up the grievance with the Chief of Police. Each grievance must be submitted in writing and must contain a statement of fact surrounding the grievance, the provision of this agreement allegedly violated and the relief sought.

Current

determination with regard to the complaint in writing within ten (10) days of the hearing.

7. Time limits may be extended by mutual consent of the parties with notice.
8. It is understood that the parties have the right to be represented by counsel throughout the proceedings.
9. The application of this article shall be subject to the conditions of Article 25, Settlement of Disputes, which may be initiated at Step 1 (c).

ARTICLE 25 - WORK RULES AND DISCIPLINE

Employees are required to abide by the terms of this Agreement and to comply with reasonable rules and regulations. Should there be any doubt as to the employee's obligations, they shall comply with the rules and then grieve if they feel that they has been wronged. All suspensions and discharges shall be stated, in writing, and shall be forwarded to the affected employees and the Association Steward within five (5) days of the date action was taken.

All discipline infractions placed in an employee's file, which 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 twenty-four (24) months subsequent.

If there is another sustained infraction within the twenty-four (24) month period, then the disciplinary record shall remain in the file for an additional twenty -four (24)months.

All serious offenses (suspension but less than dismissal) shall be purged from the file if no recurrence of discipline action is received by an employee within a sixty (60) month period SUBSEQUENT to the serious offense.

For offenses for which a suspension is more than forty (40) hours, the infraction shall remain stay in the file for eighty-four (84) months. Any final discipline for the following offenses, shall be a permanent part of the employee's file:

1. Use of Excessive Force;
2. Suspension for a Violation of Harassment and/or Discrimination Policies, Ordinances, or Statutes;
3. Any Conviction of a Class D Crime or Higher; and
4. A Sustained Charge of Sexual Abuse or Domestic Violence.

The removal of disciplinary action from the personnel file shall be made per the written request of the employee.

It is agreed that any 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 receive no seniority time during such suspension. For the purpose of this article restoration to service shall depend upon maintaining or obtaining the right to operate a motor vehicle in the State of Maine. Disciplinary action or measure shall include the following:

Oral Reprimand Written Reprimand Suspension Discharge

(The measures need not be applied in sequence depending on the infraction)

Except in cases of emergency or a preliminary meeting with the Police Chief, any disciplinary action by the Town against any member of the York Police Department covered by this Agreement, upon any charge of violations of department rules, inefficiency, incompetence, misconduct, negligence,

insubordination, disloyalty, or other charges, shall be heard at a meeting between the charging party, the charge party, and his/her Association representative, in an attempt to amicably settle the charge.

ARTICLE 26 - SETTLEMENT OF DISPUTES

SECTION 1: Grievance and Arbitration Procedure:

Any dispute, which arises between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

- a) All grievances shall be commenced not later than ten (10) working days after the occurrence of the event giving rise to the grievance, or within ten (10) working days after the time such event became known to the Union or to the employee or employees concerned, whichever shall be later.
- b) The Association, through an authorized representative, shall take up the grievance with the Chief of Police. Each grievance must be submitted in writing and must contain a statement of fact surrounding the grievance, the provision of this agreement allegedly violated and the relief sought.
- c) If the Association and Chief of Police have not resolved the grievance within ten (10) working days, and the Association shall submit the details of such grievance in writing to the Town Manager. Within ten (10) working days thereafter, the Town Manager shall meet with the representatives of the Association for the purpose of adjusting or resolving such grievance. The Town Manager shall render his written decision within ten (10) working days after said meeting.
- d) If the Association and the Town Manager have not resolved the grievance within ten (10) working days, and the Association wishes to continue the grievance process, the Association shall submit the details of such grievance in writing to the Board of Selectmen. Within ten (10) working days thereafter, the Selectmen shall meet with the representatives of the Association for the purpose of adjusting or resolving such grievance. The Selectmen shall render their written decision within five (5) working days after said meeting.
- e) The Association may waive this step in the Grievance & Arbitration process by so notifying the Town Manager within ten (10) working days of having received his/her decision under Section b.
- f) In the event that the decision of the Town Manager or Selectmen rendered pursuant to (c) or (d) above is not acceptable to the Association, it may within ten (10) working days thereafter request that the matter be submitted to arbitration by notifying the Town in writing. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Town and Association within ten (10) working days after notice has been given. If the
- g) parties fail to select an arbitrator, either may request the American Arbitration Association to provide an arbitrator in accordance with the American Arbitration rules. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) working days after the conclusion of the testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Town and the Association. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.
- h) The time limits for the processing of grievances may be extended by written consent of the parties.