

MAINE STATE EMPLOYEES ASSOCIATION,  
SEIU LOCAL 1989,

and

STATE OF MAINE,  
Department of Public Safety,

Grievant: Christopher Gay

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)  
) 2018-121-M  
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### SETTLEMENT AGREEMENT

The Maine State Employees Association, SEIU Local 1989, Christopher Gay, and the State of Maine, by and through the Department of Public Safety, hereby agree as follows:

1. Definitions:

- a. "Maine State Employees Association, SEIU Local 1989," or "MSEA" refers to the Maine State Employees Association, its employees, officers, and agents, acting in their capacity as certified bargaining agent for certain employees of the State pursuant to 26 M.R.S.A. Section 979-A(5).
- b. "The State" refers to the statutory public employer of all employees of the executive branch of the State of Maine, as defined in 26 M.R.S.A. Section 979-A(5), and includes the Department of Public Safety.
- c. "The Grievant" refers to Christopher Gay, currently employed by the State.

2. This agreement shall be binding and enforceable on the State as defined above, MSEA, and the Grievant.

3. The parties understand that this agreement resolves certain disputes between the parties which, if pursued, would be contested, and that this agreement shall not be construed as a precedent, admission, or agreement concerning any factual or legal question arising from the underlying dispute.

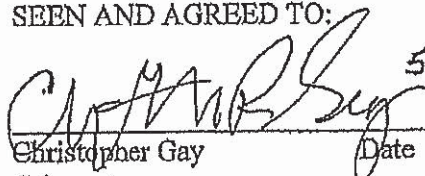
4. Mr. Gay, MSEA and the State shall not publicize, disseminate or disclose to any third party the terms or contents of the agreement except as provided herein.


The State may disclose the terms or contents of this agreement on a need-to-know basis only, as required by law or as necessary to carry out governmental functions, or in administrative or judicial proceedings in which the State or any of its present and former officers or employees is a party. MSEA may disclose the terms or contents of this agreement on a need-to-know basis only, as needed to implement and enforce this agreement. The parties agree that this paragraph shall not apply to the disclosure of information by either party which is required by law or order of a court or quasi-judicial entity.

Notwithstanding the foregoing, the parties are aware and hereby acknowledge that this agreement is a public record as defined in the Freedom of Access Law, 1 M.R.S.A. § 402, and may be available for public inspection as provided in 1 M.R.S.A. § 408. Disclosure of this agreement by the State as required by the Freedom of Access Law shall not be, nor be considered, a breach of agreement by the State.

5. The State agrees to reduce the three-day suspension issued April 17, 2018 to a paper suspension, where Mr. Gay shall be compensated with pay for the three days he was suspended, but the suspension shall be considered as a disciplinary suspension under the Collective Bargaining Agreement in all ways except as provided in paragraph 6.
6. The parties agree that this paper suspension will be removed from Mr. Gay's personnel file three years from the date this agreement is signed, provided that Mr. Gay has no further performance-related disciplinary action since that date.
7. MSEA and Mr. Gay agree to withdraw State grievance # 2018-121-M (LRC # 566-18) (three-day suspension).

SEEN AND AGREED TO:

 5/2/19  
\_\_\_\_\_  
Christopher Gay Date  
Grievant

 5/2/19  
\_\_\_\_\_  
Annette Caron-Nash Date  
HR Manager, DPS

 5/2/19  
\_\_\_\_\_  
Anne Macri Date  
MSEA

 5-2-19  
\_\_\_\_\_  
Col. John Cote Date  
Department of Public Safety

 5/2/19  
\_\_\_\_\_  
Nicholas Laskey Date  
Office of Employee Relations

**AGREEMENT BETWEEN THE BUREAU OF STATE POLICE  
AND  
THE MAINE STATE TROOPERS ASSOCIATION**

The Bureau of State Police and the Maine State Troopers Association hereby enter into the following agreement as it pertains to Trooper David Coflesky and the final outcome of IA2016-020. The final discipline will be as outlined in the final disciplinary letter. In addition to the final discipline a LAST CHANCE agreement will also be signed.

Both parties agree to the following stipulations in addition to the final discipline imposed in IA2016-020.

1. This agreement shall be binding and enforceable by and against the State, the Department of Public Safety, Trooper David Coflesky, and MSTA
2. The parties understand that this LAST CHANCE agreement resolves certain disputes between the parties which, if pursued, would be contested, and this agreement shall not be construed as a precedent, admission, or agreement concerning any factual or legal questions arising from the underlying dispute.
3. MSTA and Trooper Coflesky agree not to file any grievance which Trooper Coflesky now has, which Trooper Coflesky has ever had, or which may hereafter accrue against the Department on account of the March 4<sup>th</sup> and 5<sup>th</sup>, 2016 incident, the pending Professional Standards case IA2016-020 and/or the discipline imposed and last chance agreement agreed upon by both parties.
4. The Maine State Police will close the Professional Standards case IA 2016-020 as sustained. The case alleges on March 4<sup>th</sup> into March 5<sup>th</sup>, 2016 without permission you operated a motor vehicle in the state of Vermont after having consumed alcoholic beverages. During the investigation into your actions you also identified yourself as a Maine State Trooper.
5. The Maine State Police has determined that Trooper Coflesky will serve a 480 hour suspension. The commencement of the suspension will start on April 11, 2016 at 0800 hrs. The suspension will end on July 4, 2016 at 1600 hrs.

[REDACTED]  
[REDACTED] Trooper Coflesky will be removed from the Maine State Police Tactical Team and any other specialty team for a period of twelve months from his return to work date. Trooper Coflesky will meet with Major Brian

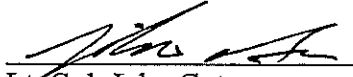
Scott or his designee, at a time and place to be determined to turn in his issued cruiser, weapon(s), and State Police identification.

6. Trooper Coflesky recognizes as a member of the Maine State Police, he occupies a law enforcement position of responsibility and trust, which requires a high standard of conduct and reliability. He also understands this conduct contradicted the Maine State Police Core Principles, the Maine State Police Code of Conduct and the Law Enforcement Code of Ethics. Trooper Coflesky recognizes his conduct, as outlined above, demonstrated a failure to meet those standards and agrees the disciplinary action was warranted.
7. The MSTA and Trooper David Coflesky agree that this is a LAST CHANCE Agreement and that any violation of paragraphs 4 and 6 or any other future sustained allegation of similar or other significant conduct may result in dismissal under the terms of this agreement.
8. It is understood by the parties that this Last Chance Agreement, as it pertains to "any other future misconduct," will expire in three years from the date of this agreement.
9. Trooper Coflesky waives, releases and relinquishes any and all claims, damages, claims for damages or any other relief by way of any grievance, complaint, or cause of action of any kind against the State or any current or former state employee, in any forum, either state or federal, administrative or judicial, for any matter arising out of his employment with the state or his departure there from, including but not limited to any and all rights, claims for damages or any other relief he may have pursuant to the MSTA collective bargaining agreement with the State, the State Employees Labor Relations Act, the Maine Human Rights Act, Maine Civil Service law, the Maine Tort Claims Act, the Americans with Disabilities Act, 42 USC 1983, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964, and any other state or federal statute. Trooper Coflesky has, through his union representative, fully participated in the development of the terms of this agreement and, hereby gives his consent to the terms contained herein. Trooper Coflesky has entered into this agreement knowingly, voluntarily, without any coercion of any kind, is sound of mind and judgment, and hereby agrees that adequate consideration exists for the waiver of the rights he has agreed to forgo. This release does not include any claims that cannot be waived by law.

This agreement will in no way set precedent or past practice. Neither the State of Maine, nor the Maine State Troopers Association, or any representative thereof, may use this agreement in neither any hearing, negotiation, publication, nor other labor related matter as it relates to precedent or past practice.

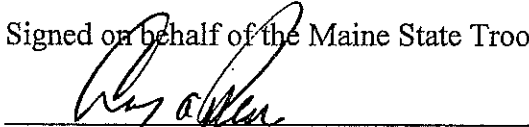
The parties agree not to publicize the terms of this agreement. The parties agree that this paragraph shall not apply to the disclosure of information by either party which is required by law or order of a court or quasi-judicial entity or by any other provision of this agreement. Notwithstanding the foregoing, the parties are aware and hereby acknowledge that this agreement is a public record as defined in the Freedom of Access Law, 1 M.R.S.A. §402, and may be available for public inspection as provided in 1 M.R.S.A. §408. Disclosure of this agreement by the State as required by the Freedom of Access Law shall not be, nor be considered, a breach of agreement by the State.

Signed on behalf of the Bureau of State Police:


  
Lt. Col. John Cote

4/7/16  
Date

Signed on behalf of the Maine State Troopers Association:

  
Craig Poulin, Executive Director, MSTA

4/7/16  
Date

  
Aaron Turcotte, President, MSTA

4/7/16  
Date

CC: Trooper Aaron Turcotte, President MSTA  
Lt. Anna H. Love, Professional Standards  
Mr. Craig Poulin, Exec. Dir. MSTA  
Sue Bell  
File

**AGREEMENT BETWEEN THE BUREAU OF STATE POLICE  
AND  
THE MAINE STATE TROOPERS ASSOCIATION**

The Bureau of State Police and the Maine State Troopers Association hereby enter into the following agreement as it pertains to Cpl. Kyle Pelletier and the final outcome of IA2019-009. The case will be closed as sustained and the final discipline will be outlined below.

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Both parties agree to the following stipulations in addition to the final discipline imposed in IA2019-009.

1. This agreement shall be binding and enforceable by and against the State, the Department of Public Safety, Cpl. Kyle Pelletier, and MSTA.
  
2. The parties understand that this agreement resolves certain disputes between the parties which, if pursued, would be contested, and this agreement shall not be construed as a precedent, admission, or agreement concerning any factual or legal questions arising from the underlying dispute.
  
3. MSTA and Cpl. Pelletier agree not to file any grievance which Cpl. Pelletier now has, which Cpl. Pelletier has ever had, or which may hereafter accrue against the Department on account of the July 2019 incident, the pending Professional Standards case IA2019-009 and/or the discipline imposed and a one- year probationary period agreed upon by both parties.
  
4. The Maine State Police will close the Professional Standards case IA 2019-009 as sustained. The case alleges in July, 2019 you misused state property by artificially inflating the speedometer reading of your cruiser to present a false mileage claim to the state garage. This is a violation of our Code of Conduct policy (E-24) and Vehicle Use policy (E-80).

5. The Maine State Police has determined that Corporal Pelletier will serve a twenty consecutive day suspension. The commencement of the suspension will start on November 26 at 0400 hrs. The suspension will end on December 16 at 0400 hrs. Cpl. Pelletier will be allowed to utilize two days of vacation per pay period to maintain his health benefits coverage while serving his suspension. The vacation days will not count towards his overall length of suspension. For clarification, the following dates will be the suspension dates: Nov. 26, 27, 28, 29, Dec. 2, 3, 4, 5, 8, 9, 10, 15. The vacation dates will be Dec. 11<sup>th</sup> and 14<sup>th</sup>. Cpl. Pelletier will reimburse the treasurer of state \$108 dollars for the vehicle use. Trooper Pelletier will also turn in his unmarked cruiser and be issued a fully marked unit. This decision falls within management rights but is also mutually agreed on here. In addition to his suspension Cpl. Pelletier will also be on probation for one year and agrees that if he commits similar misconduct he will be demoted to the rank of Trooper. Cpl. Pelletier also agrees that he will not grieve that discipline if it occurs. Cpl. Pelletier will also be removed from his specialty team assignment for a period of one year. Cpl. Pelletier will meet with Major Brian Scott or his designee, at a time and place to be determined to turn in his issued cruiser, weapon(s), and State Police identification.
6. Corporal Pelletier recognizes as a member of the Maine State Police, he occupies a law enforcement position of responsibility and trust, which requires a high standard of conduct and reliability. He also understands this conduct contradicted the Maine State Police Core Principles, the Maine State Police Code of Conduct and the Law Enforcement Code of Ethics. Corporal Pelletier recognizes his conduct, as outlined above, demonstrated a failure to meet those standards and agrees the disciplinary action may have been warranted.
7. The MSTA and Cpl. Kyle Pelletier agree that this probation will last for one year. Any violation of paragraphs 4 and 6 or any other future sustained allegation of similar or other significant conduct may result in a demotion to Trooper under the terms of this agreement.
8. It is understood by the parties that this term of probation, as it pertains to "any other future misconduct," will expire one year from the date of this agreement.



9. Corporal Pelletier waives, releases and relinquishes any and all claims, damages, claims for damages or any other relief by way of any grievance, complaint, or cause of action of any kind against the State or any current or former state employee, in any forum, either state or federal, administrative or judicial, for this matter arising out of his employment with the state, including but not limited to any and all rights, claims for damages or any other relief he may have pursuant to the MSTA collective bargaining agreement with the State, the State Employees Labor Relations Act, the Maine Human Rights Act, Maine Civil Service law, the Maine Tort Claims Act, the Americans with Disabilities Act, 42 USC 1983, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964, and any other state or federal statute. Corporal Pelletier has, through his union representative, fully participated in the development of the terms of this agreement and, hereby gives his consent to the terms contained herein. Corporal Pelletier has entered into this agreement knowingly, voluntarily, without any coercion of any kind, is sound of mind and judgment, and hereby agrees that adequate consideration exists for the waiver of the rights he has agreed to forgo. This release does not include any claims that cannot be waived by law.


This agreement will in no way set precedent or past practice. Neither the State of Maine, nor the Maine State Troopers Association, or any representative thereof, may use this agreement in neither any hearing, negotiation, publication, nor other labor related matter as it relates to precedent or past practice.

The parties agree not to publicize the terms of this agreement. The parties agree that this paragraph shall not apply to the disclosure of information by either party which is required by law or order of a court or quasi-judicial entity or by any other provision of this agreement. Notwithstanding the foregoing, the parties are aware and hereby acknowledge that this agreement is a public record as defined in the Freedom of Access

Law, 1 M.R.S.A. subsection 402, and may be available for public inspection as provided in 1 M.R.S.A. subsection 408. Disclosure of this agreement by the State as required by

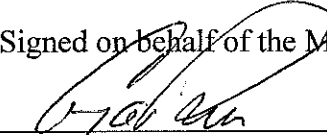
the Freedom of Access Law shall not be, nor be considered, a breach of agreement by the State.

Signed on behalf of the Bureau of State Police:


  
Lt. Col. William S. Harwood

11/13/19  
Date


Signed on behalf of the Maine State Troopers Association:

  
Craig Poulin, Executive Director, MSTA

11/19/19  
Date

  
Corporal Jeremiah Wesbrock, President, MSTA

11-13-19  
Date

  
Cpl. Kyle Pelletier

11/13/19

CC: Trooper Jeremiah Wesbrock, President MSTA  
Lt. Anna H. Love, Professional Standards  
Mr. Craig Poulin, Exec. Dir. MSTA  
Sue Bell  
File

**AGREEMENT BETWEEN THE BUREAU OF STATE POLICE  
AND  
THE MAINE STATE TROOPERS ASSOCIATION**

The Bureau of State Police and the Maine State Troopers Association hereby enter into the following agreement as it pertains to Sgt. Elisha Fowlie and the final outcome of IA2019-011. The case will be closed as sustained and the final discipline will be outlined below.

Both parties agree to the following stipulations in addition to the final discipline imposed in IA2019-011.

1. This agreement shall be binding and enforceable by and against the State, the Department of Public Safety, Sgt. Elisha Fowlie, and MSTA.
2. The parties understand that this agreement resolves certain disputes between the parties which, if pursued, would be contested, and this agreement shall not be construed as a precedent, admission, or agreement concerning any factual or legal questions arising from the underlying dispute.
3. Sgt. Fowlie agrees not to file any grievance which Sgt. Fowlie now has, which Sgt. Fowlie has ever had, or which may hereafter accrue against the Department on account of the July/August 2019 incidents, the pending Professional Standards case IA2019-011 and/or the discipline imposed and a one- year probationary period agreed upon by both parties.
4. The Maine State Police will close the Professional Standards Investigation as sustained. It is alleged that on or about July/August 2019 you provided inappropriate directions to a subordinate resulting in misconduct. You also failed to provide proper direction related to photographic documentation of the misconduct. You also failed to bring this misconduct to the attention of your superiors. This is a violation of our Code of Conduct policy (E-24) and Chain of Command policy (E-12).
5. The Maine State Police has determined that Sgt. Fowlie will serve a thirty consecutive day suspension. The commencement of the suspension will start on November 26 at 0400 hrs. The suspension will end on December 29 at 1600 hrs. Sgt. Fowlie will be allowed to utilize two days of vacation per pay period to maintain his health benefits coverage while serving his suspension. The vacation days will not count towards his towards his overall length of suspension. For clarification, the following dates will be the suspension dates: Nov. 26, 27, 28, 29, Dec. 2, 3, 4, 5, 8, 9,10, 15, 16, 17, 20, 21, 22, 23,28 and 29. The vacation dates will be Dec. 11, 14, 26, 27. In addition to his suspension Sgt. Fowlie will also be on probation for one year

and agrees that if he commits similar misconduct he will be demoted to the rank of Trooper. Sgt. Fowlie also agrees that he will not grieve that discipline if it occurs. Sgt. Fowlie will also be removed from his specialty team assignment for a period of one year. Sgt. Fowlie will meet with Major Brian Scott or his designee, at a time and place to be determined to turn in his issued cruiser, weapon(s), and State Police identification. **This agreement has been modified due to unforeseen circumstances and in no way shall set precedent. The suspension days for December 21 through December 29<sup>th</sup> will be in writing in lieu of actual days suspended. The 29<sup>th</sup> will still count as the last day, as far as overall timeline for discipline on file is considered. December 26<sup>th</sup> and 27<sup>th</sup> will be cancelled as vacation days.**

6. Sgt. Fowlie recognizes as a member of the Maine State Police, he occupies a law enforcement position of responsibility and trust, which requires a high standard of conduct and reliability. He also understands this conduct contradicted the Maine State Police Core Principles, the Maine State Police Code of Conduct and the Law Enforcement Code of Ethics.
7. The MSTA and Sgt. Fowlie agree that this probation will last for one year. Any violation of paragraphs 4 and 6 or any other future sustained allegation of similar or other significant conduct may result in a demotion to Trooper under the terms of this agreement.
8. It is understood by the parties that this term of probation, as it pertains to "any other future misconduct," will expire one year from the date of this agreement.
9. Sgt. Fowlie waives, releases and relinquishes any and all claims, damages, claims for damages or any other relief by way of any grievance, complaint, or cause of action of any kind against the State or any current or former state employee, in any forum, either state or federal, administrative or judicial, for this matter arising out of his employment with the state, including but not limited to any and all rights, claims for damages or any other relief he may have pursuant to the MSTA collective bargaining agreement with the State, the State Employees Labor Relations Act, the Maine Human Rights Act, Maine Civil Service law, the Maine Tort Claims Act, the Americans with Disabilities Act, 42 USC 1983, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964, and any other state or federal statute. Sgt. Fowlie has, through his union representative, fully participated in the development of the terms of this agreement and, hereby gives his consent to the terms contained herein. Sgt. Fowlie has entered into this agreement knowingly, voluntarily, without any coercion of any kind, in sound of mind and judgment, and hereby agrees that adequate consideration exists for the waiver of the rights he has agreed to forgo. This release does not include any claims that cannot be waived by law.

This agreement will in no way set precedent or past practice. Neither the State of Maine, nor the Maine State Troopers Association, or any representative thereof, may use this agreement in

neither any hearing, negotiation, publication, nor other labor related matter as it relates to precedent or past practice.

The parties agree not to publicize the terms of this agreement. The parties agree that this paragraph shall not apply to the disclosure of information by either party which is required by law or order of a court or quasi-judicial entity or by any other provision of this agreement. Notwithstanding the foregoing, the parties are aware and hereby acknowledge that this agreement is a public record as defined in the Freedom of Access Law, 1 M.R.S.A. subsection 402, and may be available for public inspection as provided in 1 M.R.S.A. subsection 408. Disclosure of this agreement by the State as required by the Freedom of Access Law shall not be, nor be considered, a breach of agreement by the State.

Signed on behalf of the Bureau of State Police:


  
Lt. Col. William S. Harwood

12/18/19  
Date


Signed on behalf of the Maine State Troopers Association:

  
Craig Poulin, Executive Director, MSTA

12-17-19  
Date

  
Jeremiah Wesbrock, President, MSTA

12-17-19  
Date

  
Sgt. Elisha Fowlie

12/17/19  
Date

CC: Trooper Jeremiah Wesbrock, President MSTA  
Lt. Anna H. Love, Professional Standards  
Craig Poulin, Exec. Dir. MSTA  
Sue Bell  
File

**AGREEMENT BETWEEN THE BUREAU OF STATE POLICE  
AND  
THE MAINE STATE TROOPERS ASSOCIATION**

The Bureau of State Police and the Maine State Troopers Association hereby enter into the following agreement as it pertains to Trooper Dan Murray and the final outcome of IA2019-037.

Both parties agree to the following stipulations in addition to the final discipline imposed in IA2019-037.

1. This agreement shall be binding and enforceable by and against the State, the Department of Public Safety, Trooper Daniel Murray, and MSTA.
2. MSTA and Trooper Murray agree not to file any grievance which Trooper Murray now has, which Trooper Murray has ever had, or which may hereafter accrue against the Department on account of the August 26, 2019 incident, the pending Professional Standards case IA2019-037 and/or the discipline imposed and agreed upon by both parties.
3. The Maine State Police will close the Professional Standards case IA 2019-037 as sustained. The case alleges on August 26, 2019 you improperly supervised a permitted driver in Waterville, Maine. Following this incident, you also failed to notify your chain of command.
4. The Maine State Police has determined that Trooper Murray will serve a 32 hour suspension. The commencement of the suspension will start on October 4, 2019 at 0800 hrs. The suspension will end on October 7, 2019 at 1600 hrs.

OCT. 3rd, 4th  
9th and 10th  
MST  
9-25-19



Trooper Murray will meet with Major Brian Scott or his designee, at a time and place to be determined to turn in his issued cruiser, weapon(s), and State Police identification.

5. Trooper Murray recognizes as a member of the Maine State Police, he occupies a law enforcement position of responsibility and trust, which requires a high standard of conduct and reliability. He also understands this conduct contradicted the Maine State Police Core Principles, the Maine State Police Code of Conduct and the Law Enforcement Code of Ethics. Trooper

Murray recognizes his conduct, as outlined above, demonstrated a failure to meet those standards and agrees the disciplinary action was warranted.

6. Trooper Murray waives, releases and relinquishes any and all claims, damages, claims for damages or any other relief by way of any grievance, complaint, or cause of action of any kind against the State or any current or former state employee, in any forum, either state or federal, administrative or judicial, for any matter arising out of his employment with the state or his departure there from, including but not limited to any and all rights, claims for damages or any other relief he may have pursuant to the MSTA collective bargaining agreement with the State, the State Employees Labor Relations Act, the Maine Human Rights Act, Maine Civil Service law, the Maine Tort Claims Act, the Americans with Disabilities Act, 42 USC 1983, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964, and any other state or federal statute. Trooper Murray has, through his union representative, fully participated in the development of the terms of this agreement and, hereby gives his consent to the terms contained herein. Trooper Murray has entered into this agreement knowingly, voluntarily, without any coercion of any kind, is sound of mind and judgment, and hereby agrees that adequate consideration exists for the waiver of the rights he has agreed to forgo. This release does not include any claims that cannot be waived by law.

This agreement will in no way set precedent or past practice. Neither the State of Maine, nor the Maine State Troopers Association, or any representative thereof, may use this agreement in neither any hearing, negotiation, publication, nor other labor related matter as it relates to precedent or past practice.

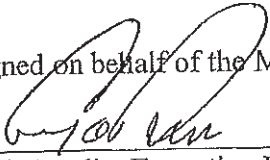
The parties agree not to publicize the terms of this agreement. The parties agree that this paragraph shall not apply to the disclosure of information by either party which is required by law or order of a court or quasi-judicial entity or by any other provision of this agreement. Notwithstanding the foregoing, the parties are aware and hereby acknowledge that this agreement is a public record as defined in the Freedom of Access Law, 1 M.R.S.A. subsection 402, and may be available for public inspection as provided in 1 M.R.S.A. subsection 408. Disclosure of this agreement by the State as required by the Freedom of Access Law shall not be, nor be considered, a breach of agreement by the State.

Signed on behalf of the Bureau of State Police:

  
Lt. Col. William Harwood

9/23/19  
Date

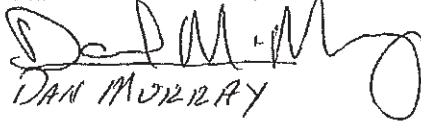
Signed on behalf of the Maine State Troopers Association:

  
\_\_\_\_\_  
Craig Poulin, Executive Director, MSTA

9/23/19  
Date

\_\_\_\_\_  
Jeremiah Wesbrock, President, MSTA

\_\_\_\_\_  
Date

  
DAN MURRAY

9/23/19

CC: Cpl. Jeremiah Wesbrock, President MSTA  
Lt. Anna H. Love, Professional Standards  
Mr. Craig Poulin, Exec. Dir. MSTA  
Sue Bell  
File