

AGREEMENT BETWEEN TOWN OF TOPSHAM
AND
THE NATIONAL FRATERNAL ORDER OF POLICE
POLICE SUPERVISOR & PATROL UNIT

JULY 1, 2022 TO JUNE 30, 2025

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ARTICLE I: AGREEMENT

This Agreement is entered into between the Town of Topsham, hereinafter referred to as the Town, and The National Fraternal Order of Police, hereinafter referred to as the Union.

The purpose of the Agreement is to establish mutual rights and to promote effective and efficient operations for the Town of Topsham Police Department and the full-time employees and the animal control officer in the police command and patrol units.

ARTICLE 2: RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours and working conditions for the members of the Topsham Police Command and Patrol Units. The positions within the Topsham Police Command and Patrol Units are: Sergeant, Detective, Patrol Officers, Animal Control (AC), Traffic Officer (TRAF), School Resource Officer (SRO) and K9. The positions of Chief of Police and Lieutenant are specifically excluded from the bargaining unit.

ARTICLE 3: DUES DEDUCTION

The employer shall deduct regular weekly dues and premiums for Union Membership Benefit Program upon receipt of a signed authorization card delivered to the Employer. The amounts to be deducted shall be furnished in writing to the Employer by the Union. After receipt of same, the aggregated deductions of all employees shall be remitted together with an itemized statement to the Topsham Police Benevolent Association at their office in Topsham, Maine, on or before the fifteenth (15th) of the month following deduction.

The Topsham Police Benevolent Association shall indemnify and save the Employer harmless against all claims and suits which may arise by reasons of any action taken in making deductions of said dues and premiums and remitting the same of the Union pursuant to this Article.

ARTICLE 4: MANAGEMENT RIGHTS

Nothing herein shall be construed to restrict any Constitutional, Statutory, or inherent exclusive appointing authority rights with respect to matters of general managerial policy of the Town. The Town retains the right and the authority to administer the business of the Topsham Police Department and in addition to other functions and responsibilities which are not specifically modified by this

Agreement, the Union shall recognize the Town has and will retain the full right and responsibility to the operation of the department, to promulgate rules and regulations and to otherwise exercise management's rights enumerated to include but not limited to the following:

- a) To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause;
- b) To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- c) To determine the department's goals, objectives, programs and services, and utilize personnel in a manner designed to effectively and efficiently meet these purposes;
- d) To determine the size and composition of the work force and each department's organizational structure, to classify or reclassify and to allocate or reallocate new or existing positions, including the right to lay off employees from duty due to lack of work and lack of funds;
- e) To determine work schedules and the necessity of overtime work and the amount required thereof, and to establish the necessary policies and procedures for all employees;
- f) To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- g) To determine the overall budget and uses thereof;
- h) To participate in reciprocal mutual assistance pacts, and
- i) To maintain the security of records and other pertinent information.

All rights and responsibilities of the Town not specifically modified by this Agreement shall remain the functions of the employer. The above-enumerated management rights shall in no event contravene the terms of this Agreement and shall be subject thereto.

ARTICLE 5: RULES AND REGULATIONS

The Town retains the right to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement.

New rules and regulations shall be posted at least five (5) days before their effective date and a copy shall be delivered to the Association.

Employees shall comply with all rules that are not specifically in conflict with the terms of the Agreement.

ARTICLE 6: WAGES

The rates of pay for all existing Unit members under this Contract (7/1/22 through 6/30/25) are defined according to Exhibit A attached hereto. On promotion, employee elevated to at least the next step in grade which provides hourly pay raise.

Employees who possess Maine Criminal Academy certification or equivalent certification approved by the Maine Criminal Justice Academy, and subsequent law enforcement experience prior to being hired as Topsham Police Officers are eligible to be placed, at the Town Manager's discretion, at any pay step. This advanced placement is for pay purposes only and does not affect any other benefits, including seniority.

Progression from step to step in each grade is based upon a longevity system. All members, until they have reached the maximum step in grade, will progress to the next step at their anniversary date.

K-9 Officers: All members assigned by the Chief of Police the duties of "K-9 Officer", will receive compensation of one (1) hour of overtime for every scheduled day off for care and maintenance of the canine at home while off-duty. When staffing is available, the K9 Officer will get ½ hour at the beginning or end of their shift for K-9 maintenance. The K-9 Officer will be compensated at Grade C as outlined in the pay scale.

Field Training Officers: Any member of the bargaining unit who has been designated by the Chief of Police as a Field Training Officer (FTO), and who has received special training in that topic area, shall receive an additional \$2.00 per hour for time actively training a new hire.

The wages will be paid weekly by direct deposit.

ARTICLE 7: WORKING HOURS AND OVERTIME

A. Patrol Shifts:

1. The regular workweek shall consist of forty (40) hours in any seven (7) day period. The regular workday for employees scheduled for four (4) days in a workweek shall be a ten (10) hour workday. The regular workday for employees scheduled for five (5) days in a workweek shall be an eight (8) hour workday.
2. Employees shall receive pay or compensatory time at the employees' discretion, consistent with department policy, for all hours worked in excess of a workday or workweek, as defined above, at the rate of one and one-half (1 1/2) times the base hourly rate. No employee may carry more than a maximum of sixty (60) accumulated hours into the next fiscal year. For purposes of this section, hours worked shall include sick leave, vacation, training time, court time and compensatory time. Details and special leave shall not be included for the purpose of this section.

3. The use of comp time will be with the approval of the Chief of Police or his designee. Employees have the option of cashing in their compensatory time on a weekly basis, however, that payout will be part of the regular payroll check. Compensatory time may be paid out in a lump sum to the employee no more than two times per year, once in May and once in November. These lump payments will be paid in a separate payroll check.
4. Employees called in to work shall receive a minimum of four (4) hours pay at one and one-half (1 1/2) the base hourly rate for unscheduled callback time.
5. Employees covered by this Agreement may be assigned replacement shifts as deemed necessary to fill any shifts.
6. A supervisor may be used to fulfill the obligations of the department work schedule if that assignment does not result in the loss of the scheduled forty (40) hour work week of an employee covered by this Agreement.
7. Replacement supervisor shifts: Whenever supervisor shifts become available, these open shifts shall be posted for ten (10) days whenever possible. If an open shift becomes available and posting is not practical due to short time frame, a rotating call list of supervisors and OICs will be utilized. Qualified supervisors or OICs may sign up for one (1) replacement supervisor shift per 24-hour period.
8. On call pay: Employees will be compensated \$4/hr. for each hour they are on-call and not actually called in. During these on-call periods they shall be readily available and reachable for calls. If the request for assistance cannot be handled by telephone, the on-call officer shall be available to report to the station or scene within one hour from being called. Failure to meet these requirements shall be addressed through the disciplinary process.
9. Assigned Shifts: Employees covered by this Agreement may be assigned replacement shifts as deemed necessary to fill any supervisory shift or patrol shift and they shall be paid at a rate of time and one-half of their regular rate of pay.
10. Replacement Patrol Shifts: Whenever patrol shifts become available, these open shifts shall be posted for ten (10) days whenever possible. If an open shift becomes available and posting is not practical due to short time frame, a rotating call list of qualified bargaining unit members based on seniority will be utilized. Any member of the bargaining unit may sign up for one (1) replacement patrol shift per 24-hour period.

B. Outside Details:

When outside details become available, the following provisions shall apply:

1. Details shall be posted for ten (10) days whenever possible.

2. Patrol Officers, School Officer, Traffic Officer and the Detective covered by this Agreement shall have priority when signing up for details five (5) days in advance, or if posted for less than ten (10) days, one-half of the posted time, then supervisors may sign up.
3. Employees working on outside detail will be paid at time and one-half of the highest Sergeants rate currently working in the department. The outside detail assigned rate will apply when the detail is outside the scope of normal job duties where a private entity or school is being assessed a charge for the detail.
4. Details where wages are paid by the Town shall be paid at the officer's overtime rate.
5. Employees shall be paid for a minimum of four (4) hours for outside private details and three (3) hours for details hired by the Town or school.
6. Officers signed up for outside details can be required to fill open patrol shifts when shifts are not filled.
7. Officers who sign up for an outside detail must fulfill that assignment as if it were a regular, assigned shift. In cases of emergency, officers must notify the duty officer that they are unable to fill the detail. Cancellation within 24 hours of the detail shall require a memo to the Chief of Police detailing the reason and may result in discipline.

ARTICLE 8: HOLIDAYS

Employees covered by the contract, in addition to regular wages, shall receive pay for the following holidays:

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

The holiday pay begins at 7AM, the morning of the holiday and ends at 7AM the day following the holiday.

Employees will have eight (8) personal hours per fiscal year to use. Personal Hours must be used within the 12 months it is granted or will be forfeited.

Employees on suspension or in a non-paid status when the holiday occurs shall forfeit holiday pay.

Earned Holiday time shall not be used to offset pay lost during a disciplinary suspension. In addition to holiday base pay, an employee shall receive time and one-half (1/2) for any work performed on any of the following holidays:

- | | |
|---------------------|---------------------|
| 1. New Year's Day | 4. Labor Day |
| 2. Memorial Day | 5. Thanksgiving Day |
| 3. Independence Day | 6. Christmas Day |

Employees may accrue holiday time up to a maximum of one hundred (100) hours. Permission to exceed the 100-hour limit may only be granted by the Town Manager, and that decision is not subject to the grievance procedure. Approval of request to exceed the carryover limits will be accompanied by a date by which the employee must be below the existing accrual limits.

Employees may be paid for holiday time as part of their weekly payroll check. However, holiday time may be paid out in a lump sum to the employee no more than two times per year, once in May and once in November. These lump payments of holiday time will be paid in a separate payroll check.

ARTICLE 9: VACATION

Each employee of permanent status shall be granted annual vacation time with pay in accordance with the employee's current term of continuous employment, and in accordance with the following schedule:

0-4 Years of Service	2 Weeks
5-9 Years of Service	3 Weeks
10-14 Years of Service	4 Weeks
15+ Years of Service	5 Weeks

Vacation time shall accrue weekly based upon the above schedule and an employee shall progress to the next step on the specified anniversary date.

Any absence from duty for which sick leave is paid, or for official leave of absence, shall not constitute a break in the service records.

No employee shall be entitled to work their vacation with pay except in the case of emergency conditions.

All employees may use vacation time as it accrues. Unit members may carry over from anniversary year to the next up to eighty (80) hours of vacation time; on a case by case basis review, the Town can approve additional carry over. Approval of request to exceed the carryover limits will be accompanied by a date by which the employee must be below the existing accrual limits.

The town manager has the discretion to hire a new police officer at up to the four (4) week step on the vacation time schedule, subject to the new hire's prior work experience and training.

Vacation leave will continue to accrue while an employee is out on disability leave only to the extent that they are continuing to draw sick leave, compensatory time, personal hours or vacation time concurrently. Vacation leave will be accrued at a prorated amount equal to the amount of sick leave or vacation time being used by the employee. Accrual of vacation time stops when the employee stops drawing any accrued time and is out of work solely on disability.

Vacation accruals will be reported on the employee's paystub on a weekly basis. Probationary employees may use vacation time as it accumulates.

ARTICLE 10: SICK LEAVE

Sick leave is earned at the rate of one (1) day for each month of service not to exceed nine hundred sixty (960) hours (with the exception of Sgt. Ramsay and Sgt. Gilliam, who are "grandfathered" and may accrue up to 1200 hours). One (1) day shall mean either eight (8) hours or ten (10) hours depending on the employee's work schedule at the time the sick leave is calculated for any given month. Employees working four, ten-hour work days per week shall earn ten (10) hours of sick leave. Employees working five, eight-hour work days per week shall earn eight (8) hours of sick leave.

Illness for which sick leave may be granted is defined as actual personal illness or bodily injury. Sick leave is limited to five (5) day at the discretion of the Chief of Police which may be granted to an employee because of illness to a member of the employee's immediate family. Immediate family means spouse, children or parents and significant other.

The Chief of Police, Town Manager, or Assistant Town Manager may at any time, as a condition precedent to the continuance of sick pay, require a certificate from a qualified physician certifying the illness of the employee is such to justify the continued absence from work.

Any officer requesting sick time for three or more consecutive work days, must submit a physician's statement either with the request form or immediately following his/her return to duty, to the Chief of Police.

The Town Manager, after reviewing the circumstances and recommendation of the Chief of Police, may waive the necessity of physician certification.

Employees covered by this agreement, upon retirement will be paid an amount equal to wages for one half (1/2) of the total number of hours of accrued sick leave.

Employees covered by this agreement who have a minimum of twelve (12) years of service with the Police Department and whose separation is on good standing will be paid an amount equal to wages for one quarter (1/4) of the total number of hours of accrued sick leave. A Unit member will be deemed to leave on good standing unless he/she is either terminated for cause or allowed to resign under threat of termination for cause. In such latter event, the Union agrees not to assert that the Unit member is entitled to this benefit.

In the event of death while still an employee of the Police Department, accrued sick leave shall be paid to the estate of the employee on the same basis as established in the preceding paragraph.

Employees may submit prior to their last working day of May each year, a written request to be paid for one-half (1/2) of unused sick time for the preceding twelve (12) months in recognition of the employee's incentive to minimize their absenteeism. This payment will be by separate check and not part of the regular payroll check. If an employee does not request this benefit by May 31st, it will be automatically presumed that the employee wishes to accumulate any unused time within the limits allowed. Payments shall be made prior to June 30th of the same year.

In the event that any employee is absent from work for greater than one work week due to a workers' compensation covered illness or injury, the employee may cash in accrued sick time, compensation time, vacation time or holiday time to cover his or her share of medical and/or dental insurance premiums.

Sick leave will continue to accrue while an employee is out on disability leave only to the extent that they are continuing to draw paid leave concurrently (vacation, sick, compensatory time, holiday time, etc.). Sick leave will be accrued at a prorated amount equal to the amount of paid leave being used by the employee. Accrual of sick leave stops when the employee stops drawing any accrued time and is out solely on disability.

Probationary employees may use sick time as it accumulates.

ARTICLE 11: BEREAVEMENT LEAVE

In the event of a death occurring in the family of a permanent member of the Police Department, that member shall be eligible to take up to five (5) working days off, without the loss of pay, for death of a member of the immediate family, and three (3) consecutive working days off with pay for any other members of the family defined below:

Immediate Family: Spouse, mother, father, son or daughter, or other person permanently residing in the employee's household.

Family Member: Sister, Brother, Mother/Father-in-law, Maternal/Paternal Grandparents of employee, Maternal/Paternal grandparents of spouse, grandchildren, and stepchildren.

The Town Manager, at his/her discretion, may grant additional leave time under unusual circumstances.

Any such day off granted shall include regular scheduled days off if they happen to fall within the leave period. It is understood that pay shall not be received for scheduled days off, and the time is not to be charged against sick leave.

Up to two (2) days of the leave may be reserved for a burial at later date.

ARTICLE 12: RESERVE SERVICE LEAVE

1. Regular employees who are members of the Military Reserve and who are required to perform active duty for training will be granted Active Duty Training Leave (ACDUTRA).
2. When, in instances of any said military duty, the total pay received for said duty shall equal or exceed that which would be earned by the employee in service to the Town, such military duty leave shall be without pay. When, in instances of any such military duty, the total pay received for such duty shall be less than that which would be earned by the employee in service to the Town, the Town shall pay the difference between the military pay and the employee's regular Town earnings. In such instances, the employee shall furnish the Chief of Police with a statement by the employees Military CO, specifying rank, pay, and housing allowance, if any.
3. This Article is also applicable to TEAC (Temporary Active Duty) orders or to Active Duty orders, to Recall or any other activating type orders issued to Military Reservists or Guard Personnel, however, the Town shall not extend the rights and benefits of military leave for more than six (6) months or compensation to the employee totaling in excess of twenty-five hundred (\$2,500) dollars without the approval of the Board of Selectmen.
4. Mileage (travel), clothing, and other per diem allowances consumed in the execution of military orders will not be considered "income." Special duty pays, bonuses, or any other forms of extra compensation shall be considered "income."
5. Upon the end of the military leave, an employee will be restored to the position occupied by the employee immediately prior to the commencement of the leave, or to an equivalent position with the same employee benefits and pay as existed immediately prior to the commencement of the leave, except in the event of conditions unrelated to the employee's taking of a military leave which prevent the restoration to the same or equivalent position.

ARTICLE 13: LEAVES OF ABSENCE

1. Medical. Employees covered by this Agreement may request in writing to the Chief of Police, a medical leave of absence without pay not to exceed twelve (12) weeks. Proof must be provided in writing through the employee's doctor that said leave is necessary for medical purposes.

Employees will accrue seniority while on medical leave of absence granted under the provisions of the Agreement, and shall be reinstated to the position they held at the time the leave of absence was granted.

The Town shall comply with all provisions of the federal and state Family Medical Leave Acts (FMLA). When an absence has been designated as FMLA, both paid leave and unpaid leave are counted as part of the twelve week per year leave period.

2. General Purpose. Employees covered by this Agreement may request in writing to the Chief of Police for any unpaid leave of absences that shall not exceed ninety (90) calendar days. It is the responsibility of the employee to request non-emergency leave at least twenty (20) calendar days prior to the time such leave is sought.

The Town Manager may grant leaves of absence. Authorization should be granted only when it appears the best interest of the Town shall be served.

No employee benefits shall be earned during the general-purpose leave of absence and employees shall be reinstated to the position they held at the time the leave of absence was granted.

ARTICLE 14: COURT TIME

Police Officers required to attend court while off duty shall receive a minimum of four (4) hours pay at one and one-half (1 1/2) their regular hourly rate, with the compensation paid from the court deducted. Required attendance in excess of three (4) hours shall be reimbursed at the rate of one and one-half (1 1/2) their hourly rate, with the compensation paid from the court deducted.

The officer shall sign in and out with the Court at each such appearance. Court time is defined as time spent in District Court, Grand Jury, Superior Court and administrative license hearings.

ARTICLE 15: MILEAGE ALLOWANCE

Should an employee be required to use his personal vehicle in the course of employment for the Town, the Town shall reimburse the employee(s) at the current Town rate. To be eligible for reimbursement, the use of a personal vehicle shall have the prior approval of the Chief of Police, or his designee.

Employees covered by this Agreement shall not be entitled to mileage allowances for travel in an emergency, call-in, reporting to the station or travel within Town limits.

ARTICLE 16: CLOTHING

If the Town requires an employee to wear a uniform, the Town agrees to provide the initial uniform for new hires.

All Unit members will have a clothing allowance of \$900 per fiscal year. Due to the fact that new hires are provided with a complete set of uniforms, they will not receive a full clothing allowance until the July 1st following their first anniversary date. For the July 1st preceding their first anniversary date, the new hire will receive a prorated clothing allowance equivalent to 1/12th of the normal clothing allowance multiplied by the number of months the employee was hired prior to July (ie, if an employee was hired in April 2021, the employee gets 3/12 of a clothing allowance on July 1, 2021 and a full clothing allowance from July 1, 2022 forward).

These sums include the cost of cleaning the uniform, as well as modifications required for body cameras. If a uniform, or part thereof, is destroyed in the line of duty in an event (as distinguished from wear and tear), it will be replaced by the Town outside of the allowance. Replacement of bullet proof vests also is not included within these allowance sums. Clothing purchase shall be arranged by April 30th of each year. Purchases require departmental approval.

SROs and CID members can use any of their allowance for civilian clothes needed for these positions. All other members will be allowed to use up to \$250 per year of their allowance for civilian clothing necessary for court duty.

The Town agrees to pay 100% of the repair cost or replacement value of eyeglasses, dentures or hearing aids, damaged lost or destroyed in the performance of patrol duties. The Town further agrees to pay up to two hundred (\$200.00) dollars for repair or replacement of other personal items worn or carried by the officer that are damaged or destroyed in the performance of patrol duties. Evidence of the loss must be presented in writing to the Chief of Police within seventy-two (72) hours of the incident.

ARTICLE 17: HEALTH INSURANCE

The Town of Topsham provides health insurance benefits through the Maine Municipal Employees Health Trust (MMEHT). The Town's contribution to health insurance premium is 85% with the employee contribution 15% for both single and dependent coverage. The Town will also pay 85% of the cost of the dental insurance plan provided by Town to other employees. The Town will also pay 85% of the cost of providing this benefit to spouse and eligible dependents as defined in the Town's plan.

The Town currently offers the MMEHT PPO-1500 plan. In addition, the Town will fund a health reimbursement account (HRA) for each member on the Town's health insurance at the rate of \$3,000 per year for each member on a single plan and \$6,000 per year for each member with dependent coverage. For any time period after the expiration of this contract, prior to the execution of a successor contract, the Town agrees to fund the HRA's at these same levels.

The Town will allow for a cash-in-lieu option:

The cash-in-lieu option will only be available to those employees who have coverage through a spouse's employer or through a previous employer's retirement package. Proof of alternate insurance must be provided.

Within thirty (30) days of the alternate insurance being terminated, employees must enroll in the Town's health insurance plan, and any stipends will cease.

Upon submitting evidence of health insurance coverage from an alternative provider, the Town will compensate an employee \$9,300.00 annually. The compensation will be added to the employee's regular pay each week. Employees electing this option must notify the Town of any change in coverage or election by February 1st of each year. In the event that circumstances change for the employee after notifying the employer of the choice of participation, then any cost in excess of the amount budgeted for the compensation described above will be at the employee's cost.

An employee who can provide portable health insurance from a previous employer at a cost that is less than the amount(s) in the Town's plan may have the costs of their premium paid by the Town. The Town will pay up to the amount provided for the appropriate coverages of the health insurance policies in effect throughout the duration of this agreement. (EXAMPLE: 80% coverage of a family plan or \$1,527.96 = \$1,222.37, the Town will pay up to \$1,222.37 for alternative insurance from previous employer) This provision only applies to new hires and is not to be misconstrued to allow employees to shop for alternative health insurance. Furthermore, if an employee who is eligible for this provision no longer qualifies for the insurance provided by the former employer, the employee must notify the Town of Topsham so that the appropriate coverages are in place.

ARTICLE 18: MAINE STATE GROUP LIFE INSURANCE

The Town participates in the Maine State Group Life Insurance and Group Accidental Death and Dismemberment Insurance Plan. All permanent employees are eligible. Eligible employees are automatically covered at the end of six months unless they sign a Refusal of Insurance form provided by the Office of the Town Manager. During the term of this Agreement, the Town will provide this coverage at no cost. If dependent coverage is desired, it will be at the expense of the employee through payroll deduction. The Life insurance Coverage for an employee is the amount of the next rounded thousand dollars above the employee's annual pay. If death is accidental, the benefit is double the amount of live coverage. Benefits are also payable in case of accidental loss of hands, feet or eyes.

Upon retirement or pension, the employee's contribution ceases and the Life Insurance, but not the accidental death and dismemberment insurance, continues on a reducing basis until it is reduced to 25% of the original amount, which remains in force until death.

ARTICLE 19: RETIREMENT

The Town agrees to maintain that provision of the Maine Public Employees Retirement System which allows for the retirement of full-time police officers after twenty-five (25) years of service at two thirds (2/3) pay regardless of age. Employees covered by this agreement shall have the option of electing Mission Square Retirement instead of the Maine Public Employees Retirement System with the understanding that the Town's contribution will be the same as that which would have been contributed by the Town under the Maine Public Employees Retirement System.

The contribution of the employee shall be deducted from the employee's paycheck, and the contribution from the employee and the Town shall be processed in accordance with the regulations of the Retirement Plan. The Town's maximum matching contribution will be percent six percent (6%) for the Mission Square Plan.

The Town will cover the five percent (5%) MPERS required contribution for any existing employee hired prior to January 1, 2020 that has previously retired and is now working for the Topsham Police Department.

Any new employee hired after January 1, 2020 who has previously retired from a MPERS covered position will pay the required five percent (5%) MPERS contribution via payroll deduction unless an alternate arrangement is reached with the Town at the time of initial hire.

ARTICLE 20: OFFICER IN CHARGE

In an effort to develop future supervisors, the Chief of Police may develop an officer in charge program. The Chief of Police shall develop methods for selection and training of officers in charge and has sole discretion to appoint or remove officers from the program. During the actual hours that an employee serves as officer in charge of a shift, the officer in charge shall receive an additional \$3.00 per hour pay.

ARTICLE 21: PROMOTION

All promotions within the Police Department shall be made by the Chief of Police from a promotion eligibility list. This list shall be established based upon the results of interviews by a promotional board convened by the Chief of Police and a promotional examination if the Chief of Police chooses to administer an exam. The Chief may choose from the three (3) persons ranked highest on the eligibility list. If there are less than three (3) names, all names must be submitted to the Chief. The ranking of a participant on a promotion eligibility list shall be made available to the participant upon request. If there is more than one vacancy being filled, there will be two names plus the number of vacancies will be forwarded to the Chief. The Chief has the discretion of picking the successful applicant from the list submitted to him by the Board.

as stated above. The Union agrees that the Chiefs exercise of this discretion is not subject to grievance hereunder.

ARTICLE 22: SENIORITY

The Town of Topsham shall maintain and keep a seniority roster noting the date of hire, current position by job title and/or classification, and the roster shall be posted on the Police Department Bulletin Board on January 1st of each year. Any objection to the seniority list posted shall be reported to the Chief of Police in writing within ten (10) calendar days following the posting of said list, or it shall stand accepted.

Seniority shall mean an employee's length of continuous service with the Department since his last date of hire. Seniority is not broken by virtue of a layoff, approved leave, or promotion. Seniority is broken by virtue of an employee discharge or resignation.

ARTICLE 23: POSTING

Within the limits of time in which a position must be filled within the financial capabilities of the Town, there shall be as comprehensive a search as practical for qualified candidates. The nature of each search will vary from position to position, and may include advertising, open competitive examinations and contact with special sources of information. It is the intent of the Town to seek out the most desirable and qualified employees.

ARTICLE 24: LAYOFF AND RECALL

If it is determined that layoffs are necessary, employees will be laid off from affected classifications in accordance with the inverse order of their relative length of service.

With respect to the positions of Sergeant, Detective and Patrol Officer, only an employee with seniority in the department over another employee may bump the employee with less seniority, in an equal or lower classification provided the employee is qualified to hold the position and physically able to perform the job.

For purpose of the order of classification under this section, the positions in descending order are as follows: 1) Sergeant, 2) Detective, 3) Patrol Officer. Any Officer in pay grade C is also considered a Patrol Officer.

Upon notice of layoff to an employee who qualifies for bumping rights such employee shall have five (5) calendar days to exercise any bumping rights under this section by providing a written notice to the Chief.

Thereafter any employee bumped shall also be eligible for bumping rights shall have five (5) calendar days in which to exercise any bumping rights under this section by providing written notice to the Chief.

Employees who are laid off shall be placed on a recall list by classification for a period of one year. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Employees who are eligible for recall shall be given seven (7) days' notice of recall and such notice of recall shall be sent to the employee by certified mail.

The Town shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee. It is the obligation and responsibility of the employee to furnish the Chief of Police with his/her latest mailing address.

If the Town has not heard from the employee within seven (7) days, then the next senior member on the recall list shall be contacted until the list is exhausted.

ARTICLE 25: DISCIPLINE

Disciplinary action including but not limited to (1) oral reprimand, (2) corrective memorandum, (3) written reprimand, (4) suspension, (5) demotion, and (6) discharge, may be imposed upon an employee pursuant to the Personnel Policy and/or department rules and regulations.

The Town may discipline any non-probationary employee for just cause. The Town may discipline any probationary employee for any cause.

ARTICLE 26: SHIFT EXCHANGE

The Police Chief may grant, upon written request at least seven (7) days in advance, any two members to exchange shifts without a change in pay, provided that in the opinion of the Chief that they are equally capable of performing each other's respective jobs, and are willing to make the exchange.

It is further understood that anyone shift shall only be exchanged once between employees and that said exchange does not result in any increased cost or overtime to the Town.

ARTICLE 27: GRIEVANCE PROCEDURE

1. Definition and Scope: A grievance is hereby defined as a dispute or difference of opinion raised by an employee or group of employees with respect to a single issue covered by this Agreement against the Department concerning the meaning, interpretation or application of the expressed provisions of this Agreement. Any employee within the bargaining unit who has completed the

initial probationary period shall have the right to present grievances in accordance with the procedures described in the Article.

2. Procedure:

Step 1: When an employee feels he/she has been aggrieved, he/she and/or the designated Association Steward shall present the grievance to his/her immediate supervisor orally within ten (10) working (defined as Monday through Friday excluding State of Maine legal holidays) days of the act or omission which gives rise to the grievance or within ten (10) working days from the time the employee knew or should have known of the grievance. The immediate supervisor shall discuss the grievance with the employee and/or Steward and if the grievance is not satisfactory resolved within five (5) working days of the receipt of the grievance the immediate supervisor shall provide a verbal response within three (3) additional working days.

Step 2: If the grievance is not satisfactorily resolved during Step 1 of the procedure, then the grievance may be submitted by filing a written notice setting forth the grievance with the Chief of Police or his designee within seven (7) working days of the date that the response is received or due from the immediate supervisor. The Chief of Police or his designee shall investigate the grievance and shall issue a written response within fourteen (14) working days of the receipt of the grievance.

Step 3: If the grievance is not resolved at Step 2 of the procedure, the grievance may be submitted to the Town Manager for a hearing within ten (10) working days of the receipt of the Police Chiefs written response. The Town Manager shall meet with the Association and the employee for the purpose of hearing a grievance within fifteen (15) working days of the receipt of the appeal. The Town Manager shall respond to the Association in writing within ten (10) working days of the hearing.

Step 4: If the grievance is not resolved at Step 3 of the procedure, the grievance may be submitted to the Board of Selectmen for a hearing within ten (10) working days of the receipt of the Town Manager's written response. The Board of Selectmen shall meet with the Association and the employee for the purpose of hearing a grievance within fifteen (15) working days of the receipt of the appeal. The Board of Selectmen shall respond to the Association in writing within ten (10) working days of the hearing.

Step 5: If the grievance is not resolved in accordance with the foregoing procedure within twenty (20) working days after the Step 3 response is due, then the grievance may be submitted to arbitration in accordance with the following:

1. The parties shall within ten (10) working days of the request for arbitration mutually agree on an arbitrator. If the parties fail to mutually agree on the arbitrator, the requesting party shall make application to the American Arbitration Association in accordance with that organization's then existing rules for the selection of an arbitrator to decide the dispute. Expenses for the arbitrator: and arbitration proceedings shall be divided equally between the parties. Each party shall bear the expense of preparing and presenting its own case including payment of its representatives and witnesses. A verbatim record may be made at the expense of the requesting party. A copy of such record shall be made available to the other party and the arbitrator.
2. The authority of the arbitrator shall be subject to the following:

- A. The authority of the arbitrator is limited to disposing of the issue submitted.
 - B. The arbitrator's decision shall be consistent with the Jaws of the State of Maine.
 - C. The arbitrator shall have no authority to alter or add to any item of this contract or to impose on the Town any duty, responsibility, or limitation not expressly set forth in this contract.
 - D. The decision of the arbitrator shall be final and binding both parties provided that the arbitrator complies with the provisions of the Agreement.
3. Time Limits for Filing: No grievance shall be entertained or processed unless it is submitted within ten (10) working days after the employee concerned has become aware or should have become aware, through the use of reasonable diligence of the occurrence of the events giving rise to the alleged grievance. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed written extension thereof, it shall be considered settled on the basis of the Department's last answer. If the Department does not answer a grievance or appeal thereof within the specified time and limits, the grievance shall be deemed denied as of the date that the answer was due. The time limit in each step may be extended by mutual written agreement of the Department and the Association representatives involved in each step. The term day as used in this Article shall mean a working day as defined above.

ARTICLE 28: WORK STOPPAGE

During the term of this Agreement, neither the Association nor its representatives for any reason will encourage, support nor engage in any form of work slowdown, stoppage, or strike or any other interference with the work and obligations of the employer.

During the term of this Agreement, neither the employer nor its agent will authorize any lockout of employees covered by this Agreement.

ARTICLE 29: EQUAL OPPORTUNITY EMPLOYMENT

The Town in cooperation with the Association will encourage equal opportunity and will prohibit discrimination in all phases of employment, including recruitment, hiring, promotion, discipline, discharge, pay and fringe benefits on the basis of race, color, sex, age, religion, sexual orientation or national origin.

ARTICLE 30: SUPERVISORY PERSONNEL

The Town retains the right to use management/supervisory personnel to perform any work assigned by the Town, if the use of the management/supervisory personnel is not used to reduce the regular scheduled hours of employees covered by this Agreement.

ARTICLE 31: ASSOCIATION BUSINESS

The parties agree that no Association business will be conducted or permitted on-duty status or during work shifts. Further, no Association business will be conducted or permitted that would interfere with on-duty status during work shifts.

Nothing in this Article shall prevent the employees from engaging in the use of Town facilities at other times for the purpose of meeting and conferring with their representatives.

ARTICLE 32: BULLETIN BOARD

The Town agrees to make space available in a convenient place in the police department for a bulletin board for posting of Association notices of meetings, recreational or social affairs, elections or other appropriate notices and literature. The Association is solely responsible for posting in terms of accuracy and ethical standards. In no case shall information be posted that is inappropriate, obscene, profane or derogatory to any individual or town official.

In the event of a dispute concerning the material posted, a representative of the Association shall meet with the Police Chief and the material shall be removed until the dispute is resolved.

ARTICLE 33: LIABILITY INSURANCE

The Town agrees to provide Law Enforcement Liability insurance, so-called, if available in the insurance market at a reasonable cost to the community. If Law Enforcement Insurance is not available at a reasonable cost, then the town shall defend and indemnify any employee against a claim which arises out of an act or omission occurring within the course or scope of his employment if required by the Maine Tort Claims Act and within the limits specified in the Maine Tort Claims Act.

ARTICLE 34: TRAINING

Both the town and its employees benefit from a provision for training opportunities, at a reasonable expense to the Town, which are either approved or mandated by the Chief of Police. Training programs shall be designated to improve the quality of performance and bring about more efficient and/or economical operations.

Employees covered by this Agreement shall receive pay at the regular base rate for actual time spent in approved or mandated training when such is authorized by the Chief of Police.

ARTICLE 35: EDUCATIONAL & MILITARY SERVICE INCENTIVE

In order to aid in the professional development of employees covered by the Agreement, the Town agrees to assist those employees through an educational incentive plan with the following provisions:

1. All requests must be submitted in writing by the employee to the Chief of Police including course, name and the amount of tuition by January 1st for classes in the following fiscal year.
2. The employee shall receive prior approval from the Town Manager before registering for any classes and the approval shall be at the sole discretion of the Town.
3. The amount of the expense for the course shall require prior approval of the Town.
4. No course may interfere with the employee's work schedule.
5. All courses for which reimbursement is requested shall be part of a job-related degree program or related to the employee's job as determined by the Town Manager.
6. After successful completion of the course, the employee shall be reimbursed seventy-five percent (75%) of the tuition cost, if they obtain at least a "C" grade in the undergraduate or graduate course. If a "B" or better is obtained, there shall be one hundred percent (100%) reimbursement. Annual reimbursement total shall not exceed \$1,000 per employee. Reimbursement shall be limited to tuition costs only.
7. Preference will be given to employees on rotating basis when courses are available.
8. Employees shall use the shift exchange provision contained in Article 26 of this Agreement, if necessary, for the attendance of courses. However, there shall be no additional cost to the Town because of the shift change.
9. Tuition reimbursement is regarded as an advance against earnings for a one (1) year period. Employees who receive notice and approval by the Town Manager will be asked to sign a written authorization for repayment through deduction from the final paycheck if an employee

leaves Town employment before the one-year period concludes. An employee leaving before the one (1) year period must repay the advance given for tuition reimbursement payments during the preceding one (1) year period as an automatic deduction from their final last paycheck.

10. Incentive programs for Educational Degrees and Military Service (as set forth below in subsection 11) shall be made on an hourly basis in accordance with the pay scale in Exhibit A. Payments shall be made in accordance with the pay cycle of the Town of Topsham. It shall be the responsibility of the Association to provide the Town with a list of members who may qualify for incentive payments and the Town shall verify the list prior to the payments.

11. MILITARY SERVICE INCENTIVE:

The Town of Topsham will provide a military service incentive stipend included in the regular hourly rate based upon the following:

1. Employees who have completed a minimum of thirty-six (36) months of continuous active-duty military service and have received an honorable discharge, and who do not qualify for an educational incentive of equal or greater value as described in this article shall be placed on the Associates Degree Scale. A DD214 shall be submitted prior to receiving this incentive.

ARTICLE 36: VANDALISM REIMBURSEMENT

The Town agrees to reimburse the employee for vandalism damages sustained to a personal motor vehicle registered in the name of a person covered in this contract or his/her spouse while said vehicle is parked:

- A. At the Municipal Building Parking Lot during scheduled work hours or official police department business; or
- B. at an assigned duty location (i.e., Court or school for S.R.O.) during the employee's working hours.

The reimbursement will not exceed the deductible of the owner's automobile insurance policy or the sum of five hundred (\$500) dollars. For the purpose of this section, the definition of motor vehicle includes motorcycle.

ARTICLE 37: PERSONNEL FILES

Upon request, a member shall have the right to inspect his/her official personnel file. Inspection shall be during normal business hours and shall be conducted under the supervision of the Department. A member shall have the right to make duplicate copies for his/her personal use.

Written reprimands involving alleged violations shall not be placed in a member's personnel file unless the member is first given a copy of the reprimand. Within five (5) days of the receipt of the reprimand, the member shall have the opportunity to respond to the reprimand in writing, and the response shall be placed in the personnel file.

Any disciplinary action placed in an employee's personnel file, which are the result of an infraction which is less than suspendable offense shall be removed from the file if there is no disciplinary offense within the next eighteen (18) months subsequent to the initial action.

ARTICLE 38: SEPARABILITY AND SAVINGS

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

ARTICLE 39: TERMS OF AGREEMENT

This Agreement shall be effective July 1, 2022 and shall govern the rights and obligations of the parties from that date until and including June 30, 2025, that being the termination of this Agreement.

IN WITNESS THEREOF, the parties hereto have set their hands and seals this 7 day of July, 2022.

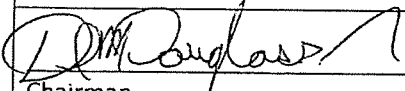

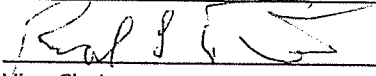
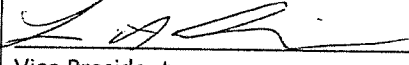
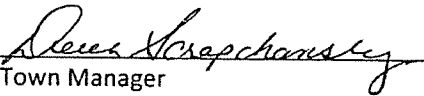
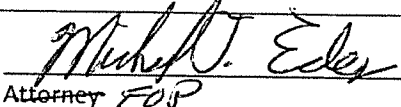
<u>TOWN OF TOPSHAM</u>	<u>FRATERNAL ORDER OF POLICE</u>
 Chairman	 President
 Vice-Chairman	 Vice President
 Town Manager	 Attorney FOP

Exhibit A - Wages

The wage tables below will be in effect for the respective years of the agreement. The wage rates, for those years represent the following:

7/1/2022 0.30 Wage Adjustment for all grades
4% COLA

7/1/2023 4% COLA

7/1/2024 As published January 2024 using CPI-U, Northeast Urban, with a minimum of 1%, and not to exceed 3%

FY2023

7/1/2022-6/30/2023		Steps											
		1	2	3	4	5	6	7	8	10	12		
Sergeant	GRADE A	\$ 31.85	\$ 32.47	\$ 33.43	\$ 34.45	\$ 35.47	\$ 36.51	\$ 37.27	\$ 37.65				
W/ Associates		\$ 32.35	\$ 32.97	\$ 33.93	\$ 34.95	\$ 35.97	\$ 37.01	\$ 37.77	\$ 38.15				
W/ Bachelors		\$ 32.85	\$ 33.47	\$ 34.43	\$ 35.45	\$ 36.47	\$ 37.51	\$ 38.27	\$ 38.65				
Detective	GRADE B	\$ 29.68	\$ 30.23	\$ 31.13	\$ 32.07	\$ 33.00	\$ 34.01	\$ 34.69	\$ 35.03				
W/ Associates		\$ 30.18	\$ 30.73	\$ 31.63	\$ 32.57	\$ 33.50	\$ 34.51	\$ 35.19	\$ 35.53				
W/ Bachelors		\$ 30.68	\$ 31.23	\$ 32.13	\$ 33.07	\$ 34.00	\$ 35.01	\$ 35.69	\$ 36.03				
ACO/TRAF/SRO/K9	GRADE C	\$ 27.62	\$ 28.14	\$ 28.98	\$ 29.84	\$ 30.71	\$ 31.64	\$ 32.30	\$ 32.63				
W/ Associates		\$ 28.12	\$ 28.64	\$ 29.48	\$ 30.34	\$ 31.21	\$ 32.14	\$ 32.80	\$ 33.13				
W/ Bachelors		\$ 28.62	\$ 29.14	\$ 29.98	\$ 30.84	\$ 31.71	\$ 32.64	\$ 33.30	\$ 33.63				
Patrol	GRADE D	\$ 26.48	\$ 26.87	\$ 27.27	\$ 27.67	\$ 28.09	\$ 28.50	\$ 28.93	\$ 29.36	\$ 30.24	\$ 31.15		
W/ Associates		\$ 26.98	\$ 27.37	\$ 27.77	\$ 28.17	\$ 28.59	\$ 29.00	\$ 29.43	\$ 29.86	\$ 30.74	\$ 31.65		
W/ Bachelors		\$ 27.48	\$ 27.87	\$ 28.27	\$ 28.67	\$ 29.09	\$ 29.50	\$ 29.93	\$ 30.36	\$ 31.24	\$ 32.15		

FY 2024

7/1/2023-6/30/2024		Steps											
		1	2	3	4	5	6	7	8	10	12		
Sergeant	GRADE A	\$ 33.12	\$ 33.77	\$ 34.77	\$ 35.83	\$ 36.89	\$ 37.97	\$ 38.76	\$ 39.16				
W/ Associates		\$ 33.64	\$ 34.29	\$ 35.29	\$ 36.35	\$ 37.41	\$ 38.49	\$ 39.28	\$ 39.68				
W/ Bachelors		\$ 34.16	\$ 34.81	\$ 35.81	\$ 36.87	\$ 37.93	\$ 39.01	\$ 39.80	\$ 40.20				
Detective	GRADE B	\$ 30.87	\$ 31.44	\$ 32.38	\$ 33.35	\$ 34.32	\$ 35.37	\$ 36.08	\$ 36.43				
W/ Associates		\$ 31.39	\$ 31.96	\$ 32.90	\$ 33.87	\$ 34.84	\$ 35.89	\$ 36.60	\$ 36.95				
W/ Bachelors		\$ 31.91	\$ 32.48	\$ 33.42	\$ 34.39	\$ 35.36	\$ 36.41	\$ 37.12	\$ 37.47				
ACO/TRAF/SRO/K9	GRADE C	\$ 28.72	\$ 29.27	\$ 30.14	\$ 31.03	\$ 31.94	\$ 32.91	\$ 33.59	\$ 33.94				
W/ Associates		\$ 29.24	\$ 29.79	\$ 30.66	\$ 31.55	\$ 32.46	\$ 33.43	\$ 34.11	\$ 34.46				
W/ Bachelors		\$ 29.76	\$ 30.31	\$ 31.18	\$ 32.07	\$ 32.98	\$ 33.95	\$ 34.63	\$ 34.98				
Patrol	GRADE D	\$ 27.54	\$ 27.94	\$ 28.36	\$ 28.78	\$ 29.21	\$ 29.64	\$ 30.09	\$ 30.53	\$ 31.45	\$ 32.40		
W/ Associates		\$ 28.06	\$ 28.46	\$ 28.88	\$ 29.30	\$ 29.73	\$ 30.16	\$ 30.61	\$ 31.05	\$ 31.97	\$ 32.92		
W/ Bachelors		\$ 28.58	\$ 28.98	\$ 29.40	\$ 29.82	\$ 30.25	\$ 30.68	\$ 31.13	\$ 31.57	\$ 32.49	\$ 33.44		