

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TOWN OF FAIRFIELD, MAINE**

**AND**

**NATIONAL FRATERNAL ORDER OF POLICE**

**For the**

**Police Officers of the  
Fairfield Police Association**

**JULY 1, 2020 TO JUNE 30, 2023**

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**ARTICLE 1 AGREEMENT**

This Agreement is entered into between the Town of Fairfield, hereinafter referred to as the "Town" and the National Fraternal Order of Police, hereinafter referred to as the "Union", pursuant to the provisions of the Municipal Public Employees Labor relations Law. (Title 26, MRSA Section 961, et seq.). The parties hereto have entered into this Agreement in order to establish mutual rights, to preserve proper employee morale and to promote effective and efficient municipal operation.

**ARTICLE 2 RECOGNITION**

The Town hereby recognizes the Union as the sole and exclusive representative of all employees in the classifications of Captain, Sergeant, Detective, Regular Patrolman, and Clerk-Dispatcher/Patrol-Dispatcher of the Fairfield Police Department, within the bargaining unit, as determined in accordance with the Municipal Public Employees Labor Relations Law.

**ARTICLE 3 UNION SECURITY**

All employees shall have the right to join the Union, except as otherwise provided herein or refrain from doing so. No employee shall be favored or discriminated against either by the Town or by the Union because of his membership or non-membership in the Union. The Union recognizes its responsibilities as the bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

**ARTICLE 4 CHECK OFF**

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

**ARTICLE 5 MANAGEMENT RIGHTS**

The Union recognizes that the Town has the authority to manage and direct, on behalf of the public, all the operations and activities of the Police Department, except as otherwise specifically provided in this Agreement.

**ARTICLE 6 CONTRACT AGREEMENT**

Letter of Practice See Appendix-B.

The Town agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void except as mutually agreed upon by both the Town and Union.

## **ARTICLE 7 PROBATIONARY PERIOD**

All new employees who are certified as full time law enforcement officers by the Maine Criminal Justice Academy or have received a waiver from the Maine Criminal Justice Academy Board shall serve a probationary period of six (6) months provided that the employee has served at least twelve (12) months as a full time police officer.

All new employees that are not certified by the Maine Criminal Justice Academy or have not received a waiver upon hire shall serve a probationary period of twelve (12) months following certification or receipt of waiver as per Title 30A, Section 2701 M.R.S.A.

Probationary employees shall have no seniority rights during the first six (6) months of the probationary period, and shall be subject to all other clauses of this Agreement. Such employees who have worked said six (6) months shall be known as regular employees and the total probationary period shall be considered part of the seniority time.

## **ARTICLE 8 SENIORITY**

**Section 1.** The Town shall establish and maintain a seniority list, which shall be subject to amendment from time to time as circumstance shall warrant. Said list, and all amendments thereto, as the same are promulgated, shall be posted in a conspicuous place in the Police station for a period of not less than thirty (30) days and copies thereof shall be sent to the Secretary-Treasurer of the Union. Said list, as amended, shall be updated on January first (1<sup>st</sup>) of each year. Any objection to the seniority list as posted must be reported to the Town Manager within 10 days from the date posted or it shall stand as accepted, whereupon it shall take full force and effect.

**Section 2.** Seniority, for the purpose of the Agreement, shall be interpreted to mean length of continuous service from last date of hire and shall be the factor in promotions provided all other factors are equal, and shall be the governing factor in all matters affecting lay-off (with bumping rights), recall, vacation preference and work shift assignments.

All special duties and overtime shall be offered first to bargaining unit members on a rotating basis by seniority. Layoffs shall be made in inverse order of seniority. No new employees shall be hired until all employees on lay off have been afforded recall notices not to exceed one (1) year from the date of layoff. Said employees shall receive a written recall notice and shall have two (2) calendar weeks within which to either accept or reject in the writing the job offer. No response within two weeks is considered an automatic rejection of the job offer. After acceptance the employee will have two weeks to report to work.

**Section 3.** An employee shall not forfeit seniority during any absence caused by illness, or accident outside of the working hours.

**Section 4.** An employee who leaves Town services in "good standing" and returns to Town services within one (1) year after his/her separation date, provided there is a vacancy, shall receive credit for his/her former seniority only as it pertains to benefit accruals that are longevity driven (e.g. vacation allotment, placement on the pay scale, etc.). Returning employees will receive a new seniority date for all other issues (e.g. •vacation selection priority, shift assignment, placement on seniority list, etc.).

## **ARTICLE 9 EMERGENCY RESPONSE TIME**

An employee will be required to live within sixty (60) minutes of the Town Police Station. No bargaining unit member employed on the date of the execution of this Agreement shall be required to change residency.

## **ARTICLE 10 ACCESS TO PREMISES**

Authorized agents of the Union shall have access to the Town's establishment during working hours for the purpose of adjusting disputes, investigation working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, that there is no interruption of the Town's working schedule.

## **ARTICLE 11 UNION ACTIVITIES**

The Town agrees to grant time off without pay, without discrimination or loss of seniority rights, to a local Union officer designated by the Union to attend a labor convention or to serve in any capacity on other official Union business, provided that one (1) week written notice (five (5) working days) is given to the Town by the union specifying the length of time off. Granting of the time off shall be contingent upon the availability of sufficient manpower to ensure that there shall be interruption in the Town's normal operation and contingent upon the Town not experiencing any added expense.

## **ARTICLE 12 SHOP STEWARD**

**Section 1.** The Town recognizes the right of the Union to designate a Shop Steward and Alternate Shop Steward (who shall act only in the absence of the Shop Steward). The authority of the Shop Steward (alternate) designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- A) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- B) The collection of dues when authorized by appropriate Local Union action.
- C) The transmissions of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information have been reduced to writing.

**Section 2.** The Steward shall be permitted to investigate, present, and process grievances on or off the premises within the Town during working hours without loss of time or pay, subject to a noncumulative, one and one-half (1 1/2) hours per week limitation for all activities limited in A through C in Section 1.

## **ARTICLE 13 GRIEVANCE PROCEDURE**

**Section 1.** A grievance is hereby jointly defined as any dispute, controversy or misunderstanding which may arise under the interpretation or application of this Agreement, between an employee or employees and the Town, or between the Union and the Town, as to the meaning or application of the specific terms of this collective bargaining agreement. "Days" shall mean calendar days. At such time as an issue is processed in the form of a grievance, neither party may choose to vacate the grievance procedure and proceed in any other dispute resolution form, until such time as the arbitration process has been completed.

### **Section 2.**

Step 1. The Shop Steward, with or without the grievant, shall take up the grievance with the Chief of Police within seven (7) days of the date of the grievance or when the grievant knew of or reasonably should have known of, the grievance. A grievance will be deemed waived if not taken up within the seven (7) day period. If the Steward and the Chief of Police have not resolved the grievance within seven (7) days after submission to the Chief of Police,

the Steward shall submit such grievance in writing to the Union Business Representative.

Step 2. The Business Representative shall then take up the matter with the Town Manager within seven (7) days after he/she received the written grievance. The Town Manager shall render a written decision of the grievance within seven (7) days after said meeting with the Union Business Agent.

If the Union Business Representative does not arrange to meet with the Town Manager within the seven (7) days set forth in step 2, the Town Manager will render a decision based upon the "best information" available within seven (7) days of the last day for meeting the Union Business Agent.

Step 3. If at this point, the grievance has not been satisfactorily settled, either party hereto shall have right, within seven (7) days after the Town Manager has issued his decision, to file a request with the Maine Board of Arbitration for arbitration of the grievance and notify the other party of the filing. The parties may elect to choose a mutually agreeable arbitrator.

The decision of the Arbitrator shall be final and the Arbitrator shall be requested to issue the decision within thirty (30) days after the conclusion of testimony and final argument.

Expenses for the Arbitrator's services and the proceedings shall be borne equally the Town and the Union. 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 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.

**Section 3.** The time limit for the processing of grievances may be extended orally and then confirmed by written consent of both parties.

The Local Union; or its authorized representative, shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute, or records pertaining to a specific grievance.

The Arbitrator shall have no authority to add, to subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein.

At such time as an issue is processed in the form of a grievance, neither party may choose to vacate the grievance procedure and proceed in any other dispute resolution forum until such time as the arbitration process has been completed.

#### **ARTICLE 14 RULES AND REGULATIONS**

The Town reserves the right to promulgate rules and regulations as necessary. Such rules and regulations will be posted prominently on patrol room and locker room bulletin boards. All rules and changes shall be sent to the Steward and the Union.

A) Informing Employees. Employees will be given a copy of new policies/amended policies on a given date. There will be a fourteen (14) day review period for said policies. There will be mandatory training Q/A within thirty (30) days from the given date. Once training is completed the new policy can become effective. New employees shall be provided with a copy of the rules at the time of hire. This procedure need not be applied if the

policy change is a requirement of the Maine Criminal Justice Academy or legislatively mandated law enforcement policy;

Any unresolved complaint as to the reasonableness of new or existing rules, or any complaint involving discrimination in the grievance procedure, will be resolved by the grievance procedure.

Commented [MF1]: Please make sure I have the correct.

#### **ARTICLE 15 NON-DISCRIMINATION**

**Section 1.** The Town and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age, marital status, sexual orientation, or physical handicap, except as any of these factors may be bona fide occupational qualifications, as these terms are defined and interpreted under the provisions of Title VII or the Civil Rights Act of 1964. The Town agrees to comply with the terms and conditions set forth within the Americans with Disability Act. The Town agrees to comply with the terms and conditions set forth within the Family Medical Leave Act. Both parties will share equally the responsibility for applying this provision of the Agreement.

**Section 2.** The Town and the Union agree there will be no discrimination by the Town or the Union against any employee because of any employee's lawful activity and/or support of the Union.

**Section 3.** The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees, but is intended to refer to all employees in job classification, regardless of sex.

#### **ARTICLE 16 DISCHARGE OR. SUSPENSION**

**Section 1.** The Town shall not discharge nor suspend any regular employee without just cause. In all cases involving the discharge or suspension of an employee the Town must notify the employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the Shop Steward and a copy mailed to the Local Union Office within one (1) working day from the time of the discharge or suspension.

Disciplinary action or measures shall include the following:

- |  |  |
|--|--|
| <ul style="list-style-type: none"><li>• Oral Reprimand</li><li>• Written Reprimand</li><li>• Disciplinary Probation (not to exceed six (6) months)</li><li>• Suspension</li><li>• Demotion</li><li>• Discharge</li></ul> | The measures need not be applied in sequence depending upon the seriousness of the infraction. |
|--|--|

**Section 2.** Any employee discharged must be paid in full all wages owed him by the Town including earned unused vacation pay, if any, by the next regular pay period.

**Section 3.** Time Limits for Disciplinary and Counseling Action – The following time schedules shall be placed on Counseling and Disciplinary Actions, unless otherwise agreed upon by the Chief of Police and the employee. A request for removal of disciplinary action or counseling from an employee's personnel file shall be initiated by the employee by notifying the Chief of Police and Town Human Resource Officer/ Town Manager in a written request to have it removed.



NOTE: Counseling and corrective memorandums are not part of the progressive steps of discipline. They are used to correct employee performance related issues and shall be part of the employee personnel file and protected as such under Maine law.

- A. Counseling / Corrective Memorandum (Oral & Written)- 1 year from date of issuance
- B. Oral Reprimand – Discipline – 1.5 year from date of issuance
- C. Written Reprimand – Discipline- 2 year from date of issuance
- D. Disciplinary Probation- Discipline- 3 year from date of issuance
- E. Demotion- 3 years from date of discipline
- F. Suspension- 5 years from date of discipline

#### **ARTICLE 17 RESIGNATION**

Bargaining Unit members shall provide to the Chief of Police a two (2) week written notice of resignation.

A separating employee shall turn in all uniforms and equipment issuance and replacement clothing and equipment as well as all law extracts and the Service Weapon (except personal items and shoes). Failure to turn in said uniforms and equipment may result in legal action by the Town as allowed by law with legal costs, if any, to be borne by the separating employee.

#### **ARTICLE 18 TRAINING**

All new Police Officers having successfully completed their six (6) month probationary period will receive the first available basic training course as determined by the Town and the State of Maine. The administration will, from time to time, as the Town requires, send employees to courses or seminars. It is a prerogative of the Town to select those courses and/or seminars- and the type of training necessary, and to make assignments for course or seminar study. The Town will attempt to equalize training as it pertains to the employees within the bargaining unit.

#### **ARTICLE 19 SAFETY**

The Town shall have the right to make regulations for the safety and health of the employees during their hours of employment. Representatives of the Department and the Union may meet once in ninety (90) days at the request of either party to discuss such regulations. The Union agrees that its members who are employees of the Department will comply with the Department Rules and Regulations relating to safety.

A Safety Committee will be formed during the term of this Agreement. The details of the Town and the Union Safety Committee membership and meeting frequency will be worked out between the Police Chief and the Steward.

#### **ARTICLE 20 UNIFORMS AND PROTECTIVE CLOTHING**

The Town will provide the initial issuance of uniforms and equipment as contained in Appendix A, hereof, to a first year Patrol Officer within the first year of employment. The "as needed" clothing and equipment allowance after the initial issuance will be prorated to the end of the next fiscal year for the first year Patrol Officer.

The Town agrees that all other employees beyond the first year shall be provided an annual clothing and equipment allowance for the purchase, replacement and maintenance of uniforms and equipment under a system where the Town, through the Police Chief:

- 1) Pays for said uniforms and equipment;
- 2) Selects vendors, controls payments and pays in the year obtained;
- 3) Determines the "as needed" status of clothing and equipment; the clothing and equipment allowance for the length of this contract will be:
  - \$ 600.00 for fiscal year 2020/2021
  - \$ 650.00 for fiscal year 2021/2022
  - \$ 700.00 for fiscal year 2022/2023

The Town will maintain a spare set consisting of, 1 spare coat, 1 pair of pants, 1 short sleeve shirt, and 1 long sleeve shirt suitable for use while employee's main issue is being laundered or repaired

**ARTICLE 21 VACATIONS**

**Section 1.**

Vacation privileges are available to full-time employees subject to the following conditions. Each full-time employee shall earn vacation with pay on the following basis: After an employee has completed six months of continuous service, he/she is entitled to receive one week of vacation.

After the completion of one year of continuous service, he/she is entitled to receive two weeks of vacation. (\*A total of two weeks after one year of continuous service.)

After the completion of 2 years of continuous service, 11 days. 1 day equals 8 hours

- 3 years, 12 days
- 4 years, 13 days
- 5 years, 14 days
- 7 years, 15 days
- 8 years, 16 days
- 9 years, 17 days
- 11 years, 18 days
- 13 years, 19 days
- 14 years, 20 days
- 16 years, 21 days
- 17 years, 22 days
- 18 years, 23 days
- 19 years, 24 days
- 20 years, 25 days

\*Vacation accrual of employees with a date of hire before July 1, 2012, shall not decrease upon the signing of this contract. Furthermore, those employees shall accrue one additional vacation day on their anniversary date of employment each year until reaching the maximum accrual of 25 days.

**Section 2.**

- A) Vacations shall accrue on an anniversary basis.
- B) Vacations shall be approved by the Chief of Police, so as not to interfere with the work of the Department.
- C) The vacation period shall run twelve (12) months from anniversary accrual date,
- D) Employees shall submit vacation preferences by April 1" of any given year. In case of conflict, vacations shall be granted by order of seniority
- E) Vacations shall be taken during the current vacation year as spelled out in C above. All vacations credits not taken within twelve (12) months from anniversary accrual date shall be lost without compensation, except that the Town Manager may allow a one (1) week carryover per year of vacation.
- F) No unit employee will be allowed to work his/her vacation period with the Town.
- G) In the event of death of an employee, all vacation pay coming to him/her shall be paid to his/her beneficiary.
- H) A vacation week shall be spread over a seven (7) calendar day interval unless there is an emergency.
- I) Unit members shall be unavailable in regards to Order Ins on scheduled days off before and after his/her vacation if the days off are consecutive to the vacation days and if the vacation is one full week cycle as per the Article 30, 2-2-3 schedule (2 days) unless there is an emergency, but no more than fifteen (15) consecutive vacation days with the option of an additional fifteen (15) days subject to recall, at the Chief's discretion and without prior approval from the chief.

**ARTICLE 22 HOLIDAYS**

**Section 1.** The following holidays shall be paid holidays for employees covered by this agreement and shall be observed on the day on which the Town declares them to be observed:

* New Year's Day	Indigenous People's Day
President's Day	Veteran's Day
Patriot's Day	* Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day Labor Day	Full day Before Christmas
Labor Day	* Christmas
Martin Luther King Day	Floating Holiday

**Section 2.** Any of the aforementioned asterisked (\*) holidays shall qualify the employees for a paid eight (8) hour day at the rate of two (2) times for all hours actually worked in addition to the straight time pay for eight (8) hours. All hours actually worked on other holidays shall be paid at one and one-half (1 1/2) times plus the holiday pay of eight (8) hours.

**Section 3.** Holiday pay for day off. Employees shall receive a straight eight (8) hours pay if it is the employee's regularly scheduled day off or on vacation.

**Section 4.** Employees may choose to not work on a holiday and receive payment for the appropriate number of hours normally worked for the holiday shift at the straight time rate of pay. The Town may schedule a reserve officer to fill that vacancy. The ability to exercise this option lies solely with the employee.

#### **ARTICLE 23 RETIREMENT**

The Town will make available, for all Police Officers, a retirement plan under the Maine State Retirement System Special Plan #3 structured to provide a two-thirds (2/3) pay benefit with COLA after 25 years of service, regardless of age.

Town to establish ICMA (457) type retirement plan. The employer will match employee contributions up to 6.75% of gross earnings. Employee participation will be voluntary. Employees may participate in both MSRS and ICMA plans but the Town will only match the employees' contribution to only one of the plans.

The Clerk-Dispatcher, Employees hired into this position after July 1, 2014 will be eligible for retirement through Section 457 defined contribution plan with ICME. The Town will match up to 6.5% of the employees' wages.

#### **ARTICLE 24 INSURANCE**

**Section 1.** The Town shall provide Workers' compensation coverage.

**Section 2.** The Town will contribute 90% of the employee's single health insurance coverage and 70% of the difference between the full single premium and that of dependent coverage for employees requesting dependent coverage. Employees will have the coverage under Maine Municipal Employees Health Trust (MMEHT) plan PPO 500 with vision, dental and prescription drug coverage. All bargaining unit employees must participate in MMEHT at least at the single coverage level.

However; when an employee who has been covered under the Town's Health Insurance Plan, or who is a new employee, has access to other adequate health insurance coverage, and elects not to be covered under the Town's Health Insurance Plan, then the employee will be paid a portion of premium savings, on a monthly basis, a sum equal to two hundred fifty (\$250.00) dollars. This benefit shall be available, however, only to those employees who have demonstrated that they have adequate and acceptable coverage from another source. This election may be made at the beginning of each fiscal year or upon a qualifying event, which includes the gain or loss of another source of healthcare coverage. The payment of premium savings in lieu of health insurance will not prevent the employee from re-enrolling in the Town provided Health Insurance Plan at a later date.

The Town agrees that payment shall be submitted to the office of MMEHT no later than the fifteenth day of the month. Furthermore, the Town agrees to adhere to terms and conditions set forth by the Trustees of MMEHT and continuance of its participation agreement.

The Town agrees to provide the current health insurance plans or their equivalent during the life of this contract. If the Town desires to change health insurance carriers during the life of this agreement such changes must be negotiated.

The Town agrees to establish and maintain Health Reimbursement Accounts (HRA). At the beginning of each new fiscal year, the Town shall make available to each employee a sum of \$1,500 for those with single coverage or \$3,000 for those with dependent coverage. If an employee changes coverage during the year due to a qualifying event, the benefit shall be prorated accordingly.

**Section 3.** The Town will make available Maine State Group Life Insurance coverage for all employees.

**Section 4.** The Town will make available Maine Municipal Association Income Protection Plan. The cost of the plan will be borne by the employee.

### **ARTICLE 25 LIABILITY INSURANCE**

The Town will provide liability insurance at no cost the employees in the amount equal to the maximum payable under law.

### **ARTICLE 26 SICK LEAVE**

**Section 1.** Employees shall be entitled to accrue eight (8) hours of sick leave per month.

\* Employees with a date of hire before July 1, 2012 shall be entitled to accrue nine (9) hours of sick leave per month. Employees with fifteen (15) years of continuous service as of July 1, 2012 shall be entitled to accrue ten (10) hours of sick leave per month.

**Section 2.** Reasons for Sick Leave. It is agreed that the only reason for a sick day is personal sickness. In case of family illness, the Town Manager, or his authorized subordinate, will be the sole authority in granting absence from work with leave or otherwise governed by FMLA.

**Section 3.** Notice of Sick Leave Absence. Employees must notify the Police Chief (or designee) as early as possible, but in any case, no less than one (1) hour prior to starting time in order to draw sick leave benefits, unless a shorter time is approved by the Chief (or designee).

**Section 4.** After ten (10) years of continuous service, an employee who resigns, in good standing (a written, fourteen (14) day notice in advance of the last day worked) will be paid one-half (1/2) of all accumulated hours of sick leave above five hundred and forty (540) accumulated hours (e.g., 640 hours of sick leave accumulated, employee paid fifty (50) hours of leave.)

A unit member who has accumulated nine hundred and sixty (960) hours of unused sick leave shall be paid one-half (1/2) the number of hours accumulated over nine hundred and sixty (960) hours on an annual basis (e.g., 1060 hours of unused sick leave = 50 hours paid on an annual basis). Payment shall be made at the first pay period of each fiscal year.

**Section 5.** Two (2) personal days (one personal day is equal to one regular shift) per calendar year can be purchased by trading in three (3) hours of sick leave for each hour of personal time requested. Each personal day may be provided as follows:

- 1) That a minimum of five hundred hours of accumulated sick leave is available to the employee.

**ARTICLE 27 INJURY LEAVE**

- a) The Town shall pay, through its insurance program, the hospital, medical and surgical expenses incurred by any member of the Department who is injured in the performance of his/her duties. All personal injuries shall be reported to the person in charge immediately upon knowledge that the individual has sustained an injury, however, no later than twenty-four (24) hours from the time of the accident.
- b) Incapacitation. Whenever a member of the Police Department is incapacitated from duty because of injury sustained in the performance of his/her duty, he/she shall be entitled to leave with full "net pay,"\*\* reduced by the amount covered by Workers' compensation during the period in which he is unable to perform his duties. The Town council will review and evaluate the need to continue each injury leave claim after twenty-six (26) weeks of said payments. Any amount owed to an employee under B, after "net pay" is determined shall be charged to an employee's unused sick leave, if available. If no sick leave is chargeable, the employee will receive Worker's Compensation benefits only.

\*\*"Net Pay" is defined to mean: Gross Pay less mandatory deductions of Federal Income Tax Withholding deduction for the employee, State of Maine Income Tax Withholding for the employee, and Social Security and Maine State Retirement System employee deduction for the pay period immediately prior to the date of the incapacity of a unit member.

**ARTICLE 28 BEREAVEMENT LEAVE**

In the event of a death in the immediate family of an employee, the employee shall be granted up to three (3) days leave of absence with full pay to make household adjustments, arrange for medical services, or to attend funeral services. In the event of death of other relatives, the Town Manager shall have the discretion as to leave with pay allowance.

For the purpose of bereavement leave, immediate family shall be defined as: spouse, domestic partner, child, stepchild, parent, stepparent, brother, sister, grandparent (of employee or spouse/partner), grandchild (of employee or spouse/partner) mother-in-law, father-in-law, sister-in-law, brother-in-law, and daughter-in-law.

**ARTICLE 29 MILITARY LEAVE**

**Section 1.** A military leave of absence will be granted to the employees, except those occupying temporary positions, if called to active duty with U.S. armed services.

The leave will be unpaid. However, employees may use any available time off for the absence.

Subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible, health insurance benefits will be provided by the Town until the end of the month in which the military leave begins. At that time employees will become responsible for the full costs of these benefits if they wish coverage to continue. When the employee returns from military leave, benefits will again be provided by the Town according to the applicable plans.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon the employee's return to active employment.

Employee on two-week active duty assignments or inactive duty training drills are required to return to work for the first regularly scheduled shift after the end of training allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with all applicable state and federal laws.

Every reasonable effort will be made to return eligible employees to their previous position or a comparable one. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service such as the rate of vacation accrual and job seniority rights.

**Section 2.** Scheduled duties and. Training: An employee who is a military reservist and who is required to attend annual training, shall be allowed to exchange his/her military base pay for his/her regular weekly salary and benefits as though there had been no lost time from employment. The exchange shall be on a day for day basis subject to the requirements of the employee's specific work schedule. Example: four days of base pay would be exchanged for four days' pay per work schedule. Such time shall be limited to fifteen days annually.

### **ARTICLE 30 WORK WEEK AND OVERTIME**

Shift hours:

Day shift: 6:00 to 18:00

Night shift: 1800 to 6:00

Supervisor: 1400 to 0200

Sunday:

Day shift: 6:00 to 14:00 (Utility/Reserve Officer at Chief's discretion or designee)

Supervisor: 18:00 to 2:00

Overnight: 22:00 to 6:00

The work schedule for the Police Department shall be twelve (12) hour work days, alternating two (2) days on, two (2) days off and three (3) days on, two (2) days off, two (2) days on and three (3) days off (Otherwise known as 2-2-3 schedule). With the exception of Sunday shifts, which are eight (8) hours. Deviation from this schedule may be approved by the Police Chief, at the Chiefs discretion, on no more than a sixty (60) day trial basis. Permanent change to the schedule can only be done with written agreement between the bargaining unit and the Town.

The 1400-0200 shift shall be considered the 'Supervisor' shift and shall be worked by a supervisor. In the event that there is only one sergeant, the-shift will be available by bid, For the purpose of this schedule, the overtime rate of pay is equal to one and one-half (1 ½) times the regular rate of pay and shall apply to all hours worked beyond those regularly scheduled. The normal scheduled workweek for the Clerk-Dispatcher shall consist of forty (40) hours per week and shall not follow the Police schedule.

The Utility Officers shall work the 2-2-3 schedule with the hours being 0800-2000 hours, following a schedule to be determined by the Police Chief. The Police Chief has the right to assign an individual to work the "utility shift." The Utility Officer may be used to cover vacancies created by: Scheduled Vacations and Training. The Utility Officer may be used to cover vacancies created by: Leaves or Suspensions in excess of two consecutive working days. (Leaves shall include sick leave, workers compensation, leave of absences and bereavement leave.)

The Utility Officer may be used to cover sick leave for shifts that mirror the utility shift. (Mirror shall mean any shift that is overlapped by the Utility Shift by four hours or more.)

The Utility Officer shall be given an eight (8) hour notice prior to his/her next scheduled shift of any change of shift assignment.

The Utility Officer may be used to cover vacancies created by comp time. Unit members shall receive first preference for overtime work for:

1. The first two (2) days of leaves and suspensions.

If the Utility Officer is unavailable, unit members shall be offered overtime for vacancies created by:

1. Vacations and Training after being refused by Reserve Officers.

Unit members shall have first refusal for overtime for so-called special details. Special details shall be defined as events whereby an outside agency is paying for the services of the Police Officer. The School Department shall be included as an outside agency.

Work schedule for the School Resource Officer shall be determined by the Chief of Police. Employees filling the SRO position will not have schedule/shift bidding rights during the summer months or at other times that school is not in session. The School Resource Officer will be offered "Special Details" but only after the details have been offered to all other bargaining unit members first.

Vacation, holidays, and bereavement days used by the unit members shall be considered as actual hours worked for the purposes of computation of overtime. All other hours for which unit members are compensated but were not actually worked shall not be computed as actual hours worked.

Comp Time can be accumulated. Comp Time off shall be taken during the fiscal year it is earned. If Comp Time off is not used by June 15th of each year, the Town will pay wages owed by the last pay period of the fiscal year.

#### **ARTICLE 31 CALL TIME AND SPECIAL DUTIES RATE**

**Section A. Call Time.** An employee called to work outside of his regularly scheduled shift shall be paid a minimum of two (2) hours pay at one and one-half (1 1/2) times the regular hourly rate of pay applicable to that employee. Such call time hours shall not be annexed consecutively to the beginning or end of the scheduled work shift, scheduled overtime, holdover hours, special duty assignments or those hours addressed in sections B and C.

**Section B. Special Duties.** The Town agrees to pay non-patrol special details assigned by the Chief of Police to regular, full-time Police Officers, off-duty and available for such duties, including private functions and security, dances, sporting and athletic events, road construction jobs, and activities of a public assembly nature, or other functions approved by the Chief of Police and paid or reimbursed by an agency other than the Town of Fairfield, a minimum of four hours pay at one and one-half times the sergeant's regular rate of pay to an employee performing such duties in the performance of his duties, for or on behalf of the Town of Fairfield.

**Section C Extended Work Shifts.** Hours which require an employee to work prior to or beyond his/her normal scheduled work shift, which are annexed to those regular hours, shall be paid a minimum of two (2) hours pay at time and one half (1 1/2) rate of pay appropriate for that employee.

**Section D. On-Call Supervisors.** On-call supervisors shall receive a \$520 yearly stipend paid in equal weekly payments.



**Section E. Off-Duty Status.** Officers who are off duty are subject to Emergency call in if reasonably available. Officers who are off duty cannot be disciplined if unavailable, permission is not required to be out of the area or unavailable on days off.

**Section F. Out-Side Employment.** Officers are allowed to work additional jobs and operate businesses so long as they are legal under state and federal law, do not present a conflict of interest, and do not interfere with their employment with the Town. The Town cannot regulate or require permission for such endeavors.

### **ARTICLE 32 COURT TIME**

An employee on his/her scheduled day off who attends as a witness or in a similar capacity, or as a prosecutor, in the performance of his duties, for or on behalf of the Town of Fairfield, State of Maine, or the United States of America, or with the approval of the Chief of Police, attends as a witness or in similar capacity or as a prosecutor in the performance of his duties, before any other State, Federal, or Municipal Agency, shall be entitled to compensation at the time and one-half (1 ½) for a minimum of three (3) hours.

### **ARTICLE 33 EMPLOYEE RIGHTS**

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

- A) An employee interview will be conducted within a reasonable time, taking into consideration the working hours of the employee and the legitimate interests of the Department. The Investigating Officer shall advise the employee that an official investigation is being conducted. The Investigating Officer shall inform the employee of the nature of the alleged conduct which is the subject matter of the investigation, and the complainant shall be identified. If it is known that the employee being interviewed is a witness only, he/she shall be so informed:
- B) An interview shall be conducted with the maximum amount of confidentiality.
- C) An interview of an employee suspected of violating departmental rules and regulations shall be limited to questions which are related to the employee's involvement in the alleged violation.
- D) An interview may not be conducted by more than two (2) investigating supervisors at one (1) time.
- E) An employee shall be read the following statement: "Officer \_\_\_\_\_ you are being questioned as part of an official investigation by the Fairfield Police Department. You will be asked questions relating to the performance of your official duties and conduct. You are entitled to assert your Fifth Amendment rights during the investigation. If you do so, you may be subject to suspension, termination, or some other appropriate penalty. If you desire not to invoke the Constitutional privilege, anything said of incriminating nature may not be used against you in criminal proceeding."
- F) Any and all investigations shall be conducted without unreasonable delay, and the employee shall be advised of the final outcome of the investigation.
- G) If the results of an investigation against an employee prove that the charges are unfounded, then it shall be so noted in the final report of the investigation.

- H) An employee shall have right to a private or public hearing if he/she so desires.
- I) An employee suspended for investigative reasons may be so, with or without pay, whichever is warranted.
- J) If, as a result of an investigation under this Article, an employee is exonerated, there will be an immediate expungement of the said file regarding the investigation.

**ARTICLE 34 COMPLAINTS AGAINST A POLICE OFFICER**

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

- A) The complainant shall contact the Chief of Police. An attempt will be made to solve the problem at this level.
- B) If the complaint cannot be resolved at the informal level (A), then the complainant shall reduce the complaint to writing and define the specifics of the complaint including the names of the witnesses.
- C) A copy of the complaint will be supplied to the Officer complained against and to the Chief of Police. The police Chief or his designee will investigate the complaint.
- D) As a result of any investigation into the conduct or actions of an employee, a copy of the investigative report will be given to the employee, whether the report indicates that the complaint was suspended, completed or that the complaint was withdrawn by the citizen. The employee may take any appropriate steps regarding the complaint made. The employee has the right to exercise his constitutional rights regarding the investigation subject to the Article 33 hereof. The employee will also be informed by the Chief whether the complaint is of a criminal nature or an interdepartmental investigation. Complaints for juveniles will be made in the presence of their parents or legal guardians.

**ARTICLE 35 WAGES**

	7/1/2019		1/1/2021	7/1/2021	7/1/2022
	current			5%	5%
<b>Patrolman</b>					
<b>0-18 mos.</b>	\$ 19.96	<b>0 - 1.5 years</b>	\$ 20.96	\$ 22.00	\$ 23.10
<b>18-36 mos.</b>	\$ 21.22	<b>1.5 - 3 years</b>	\$ 22.28	\$ 23.39	\$ 24.56
<b>over 36 mos.</b>	\$ 22.79	<b>3 - 5 years</b>	\$ 23.93	\$ 25.13	\$ 26.39
		<b>5- 7 years</b>	\$ 24.50	\$ 25.73	\$ 27.01
		<b>7 - 10+ years</b>	\$ 25.00	\$ 26.25	\$ 27.56
<b>Sergeant and Detective</b>					
<b>(40 Hours)</b>	\$ 25.55		\$ 26.83	\$ 28.17	\$ 29.57
<b>Clerk/Dispatcher</b>					
<b>(40 Hours)</b>	\$ 19.59		\$ 20.57	\$ 21.60	\$ 22.68
<b>Captain</b>					
<b>(40 Hours)</b>	\$ 27.22		\$ 28.58	\$ 30.01	\$ 31.51
-					
Longevity per week			per week	per hour	per hour
10 years	\$ 25.00		\$ 25.00	\$ 0.500	\$ 0.500
15 years	\$ 30.00		\$ 30.00	\$ 0.750	\$ 0.750
20 years	\$ 35.00		\$ 35.00	\$ 0.875	\$ 0.875
25 years	\$ 40.00		\$ 40.00	\$ 1.000	\$ 1.000
Education per week			per week	per hour	per hour
Associates Degree in Law Enforcement	\$ 4.00		\$ 25.00	\$ 0.25	\$ 0.25
**Bachelor	\$ 6.00		\$ 30.00	\$ 0.50	\$ 0.50
Military Service	\$ 6.00		\$ 35.00	\$ 0.50	\$ 0.50
**Masters			\$ 40.00	\$ 0.75	\$ 0.75

**\*\*\*Longevity and Educational stipend amounts are not included when calculating annual wage increases.**

**Section 1 Longevity**

Seniority. Employees with ten (10) years of service to the Town shall be paid \$25.00 per week in addition to the base rate of pay. Employees with fifteen (15) years of service to the Town shall be paid \$30.00 per week in addition to the base rate of pay. Employees with twenty (20) years of service to the Town shall be paid \$35.00 per week in addition to the base rate of pay. Employees with twenty-five (25) years of service to the Town shall be paid \$40.00 per week \$1.25 per hour in addition to the base rate of pay.

Effective July 1, 2021 longevity will be paid as per the chart above as part of the employees' regular hourly base

**\*\*Longevity Stipends are NOT accumulative**

**Section 2 Stipends**

Employees with a proven educational degree in the Law Enforcement field or who have served actively in any branch of the military services shall receive a weekly stipend in the following amounts:

Associates Degree in Law Enforcement field                    \$4.00 per week

Bachelor of Science Degree in Law Enforcement field       \$6.00 per week

Military Service, active service in any branch                \$6.00 per week

Effective July 1, 2021 education and military service will be paid as per the chart above as part of the employees'

**\*\*Educational stipends are NOT accumulative**

**Section 3 New Hires**

The Town may hire new employees at any salary step and vacation step provided the new employee is a Maine Criminal Justice Academy graduate and has experience which is deemed appropriate by the Chief or his/her designee, and provided that a new employee is not hired at a step (Vacation and Wages) above an existing employee with similar experience. This clause does not apply to longevity earned by years of service to the Town.

**ARTICLE 36 DURATION OF AGREEMENT**

This agreement shall be effective as of the first day of July 2020, except where otherwise noted, and shall remain in full force and effect until midnight of the thirtieth of June 2023.

This agreement shall continue in full force and affect until a successor agreement is executed. (For example, the use of the grievance article to process and arbitrate disputes arising either before or after the expiration of the state contract term shall be honored.)

The Town of Fairfield and the National Fraternal Order of Police agree to re-open negotiations within 6 months for the sole issue of addressing paid leave which was discussed during these negotiations. The Town did not have enough time to evaluate the impact of Title 26, Section 637 as it relates to paid leave mandated by law in relation to requests made during these negotiations. Any changes to the current collective bargaining agreement specific to this issue will be addressed by a memorandum of agreement between both parties if any changes are agreed upon.

IN WITNESS WHEREOF, the patties hereto have set their hands this \_\_\_\_\_ day of December, 2020.

For the Town of Fairfield:

For the Union:

\_\_\_\_\_  
John Picchiotti, Chairman

\_\_\_\_\_  
, President Union

\_\_\_\_\_  
Michael Taylor, Vice Chairman

\_\_\_\_\_  
, Secretary-Treasurer Union

\_\_\_\_\_  
Peter Lawrence, Secretary

\_\_\_\_\_  
Joel T. Wilkinson / Mike Edes FOP Labor Specialist,  
Business Agent

\_\_\_\_\_  
Mark Cooper

\_\_\_\_\_  
Patrick Mank, Union Steward

Stephanie Thibodeau

**APPENDIX A.  
CLOTHING ISSUE**

<b>Number</b>	<b>Item</b>
4	Trousers*
4	Long Sleeve Shirts*
4	Short Sleeve Shirts*
1	BDU Trousers***
1	BDU Shirt***
1	Winter Jacket
1	Summer Campaign Hat
1	Necktie
1	Hat Badge
1	Coat Badge
1	Shirt Badge
1	Set Collar Pins
1	Tie Clasp 1 Duty Belt
1	Holster
1	Department Weapon
1	Double Magazine Case
1	Chemical Agent and Holder
1	Set Handcuffs, Case & Key
1	Identification Card
1	Log-in for the Department's training and policy software
1	Hat Cover (rain)
4	Keepers
1	Pair Boots (Black)
1	Raincoat (reversible black w/orange reflectorized inside)
1	1 ½ A Garrison Belt (black)
1	Pair Gloves (black)
1	Winter Watch Cap (black)
	Each "marked" police unit will have a car phone
1	Taser
1	Narcan
1	Tourniquet
1	Portable radio

**APPENDIX B  
LETTER ON PRACTICES**

THE FOLLOWING ITEMS SHALL BE RECOGNIZED PRACTICES FOR THE UNIT:

1. Two (2) coffee breaks and one (1) meal break per shift at a place of the Officer's choice, within the Town.
2. Transportation provided by the Town to Police functions such as court, MCJA and other related meetings, within reason, and upon the approval of the Chief of Police.
3. Reimbursement for mileage if the Officer uses personal vehicle for Town business instead of cruiser, if a town vehicle is not available.
4. The Town will supply the following: paper, pens, notebooks, service and qualification ammunition, and batteries within approved budgeting limitations.
5. The Town will supply on-duty Officers with portable radios.
6. The Town will make available for each Officer a copy of extract of Title 17A and 29. One copy of Title 28 and 12 will be available at the Station.
7. The Town will maintain twice yearly firearms qualifications for each Officer.
8. The Town will maintain adequate space on the premises for Officers to change, shower, and shave.
9. The Town will maintain a locker or drawer, with locking capabilities, for each officer to keep personal property and job-related papers and records.
10. The Town will maintain computerized capability at the Police Station for information on registrations and license suspensions.
11. The Town will maintain access to a D.M.V. computer for printouts on any license and registration data for all officers.
12. Maintain 1 copy of the Maine Law Enforcement Officers Manual at the station, if reasonably available.

The letter which contained the agreed-to practices was dated October 18, 1983 and was signed by Walter J. Stilphen, Jr., Secretary-Treasurer, Teamsters Local Union #48, Gary Moen, Shop Steward; and David Mercier, Town Manager Fairfield.

The Letter on Practices is amended and restated as of July 1, 2015.

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IN WITNESS WHEREOF, the parties hereto have set their hands this <sup>20<sup>th</sup></sup> 20 day of December, 2020.

For the Town of Fairfield:

  
John Picchiotti, Chairman

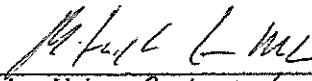
  
Michael Taylor, Vice Chairman

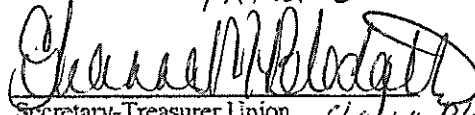
  
Peter Lawrence, Secretary

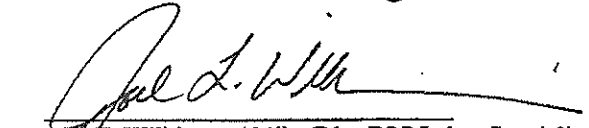
  
Mark Cooper

  
Stéphanie Thibodeau

For the Union:

  
President Union Patrick G. Mank

  
Secretary-Treasurer Union - Shanna Blodgett

  
Joe F. Wilkinson / Milke Edes FOP Labor Specialist,  
Business Agent

  
Patrick Mank, Union Steward