

**AN AGREEMENT BETWEEN  
THE TOWN OF FARMINGTON, MAINE  
&  
BARGAINING UNIT  
OF THE  
MAINE ASSOCIATION OF POLICE**

**Effective April 1, 2023**

**through**

**March 31, 2026**

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## **ARTICLE 1 - AGREEMENT/PREAMBLE**

This AGREEMENT is entered into between the TOWN of Farmington, hereinafter referred to as the "TOWN", and the Unit, Maine Association of Police, HEREINAFTER referred to as the "UNION", pursuant to the provisions of the Municipal Public Employees Labor Relations Law (Title 26, M.R.S.A. 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 operations.

## **ARTICLE 2 - RECOGNITION**

The TOWN hereby recognizes the UNION as the sole and exclusive representative of all EMPLOYEES in the classification of Sergeant, Corporal/Training Coordinator, Patrolman, Detective and Office Manager of the Farmington Police Department, within the bargaining unit, as determined in accordance with the Municipal Public Employees Labor Relations Law.

## **ARTICLE 3 - 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, investigating working conditions, collection of dues, and ascertaining that the AGREEMENT is being adhered to, provided, however, that there is no interruption of the TOWN'S working schedule.

## **ARTICLE 4 - BULLETIN BOARDS**

The TOWN agrees to provide suitable space for and maintain a bulletin board within the POLICE DEPARTMENT. The UNION shall limit its use of the bulletin board to official UNION business such as meeting notices and UNION bulletins.

## **ARTICLE 5 - CHECK-OFF**

The TOWN shall deduct regular monthly dues and initiation fees upon receipt of signed authorizations from the members (a copy of which is to be retained by the TOWN) and a

certified statement from the SECRETARY-TREASURER of the LOCAL UNION as to the amount of dues. The TOWN shall forward all such dues so collected to the Farmington Police Association by the fifteenth day of the month following the deduction. The UNION shall indemnify and save the TOWN harmless against all claims and suits that 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.

The TOWN agrees to deduct from the wages of any EMPLOYEE who is a member of the UNION deductions as provided for in a written authorization. Such authorization must be executed by the EMPLOYEE and may be revoked by the EMPLOYEE at any time by giving written notice to both the TOWN and the UNION. The TOWN agrees to remit any deductions made pursuant to this provision promptly to the UNION together with an itemized statement showing the name of each EMPLOYEE from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Such authorization must be executed by the EMPLOYEE and may be revoked by the EMPLOYEE only in accordance with Article 7 hereof and by giving written notice to both the TOWN and the UNION.

## **ARTICLE 6 - PROBATIONARY PERIOD**

The probationary offer of employment shall be considered a trial period to permit the TOWN to determine a new EMPLOYEE'S fitness and adaptability for work required. Upon being hired, a Law Enforcement officer shall complete an employment probationary period that lasts one (1) year after graduation from the Maine Criminal Justice Academy or the date the Maine Criminal Justice Academy Board of Trustees waives the basic training requirement. If the new employee is not a law enforcement officer, the term of probation shall be 12 months. The TOWN may discharge any said new EMPLOYEE without such discharge being subject to the Grievance and Arbitration Procedures of this

## AGREEMENT.

### ARTICLE 7 - 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 the UNION because of their 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.

Any employee who chooses not to become a Unit Member or decides to cease being a Unit Member, shall be bound by such choice except as provided in this Article. Such an employee shall be entitled to representation by MAP under this Agreement but only upon payment to MAP of reasonable fees, including fees for employee representative services and attorneys, in addition to costs and expenses, including arbitrators' fees and expenses, incurred by MAP. The current schedule of MAP non-member fees is set forth below.

Any employee complying with these conditions shall be entitled to MAP services under this Agreement on the same basis and under the same terms as MAP members.

Attorney Fees:	\$200.00 per hour
Field Representative Fees:	\$75.00 per hour

All fees are charged on the basis of minimum 15-Minute periods.

Any employee may change his/her membership status during the twenty (20) calendar day period immediately prior to the expiration of this Agreement by giving written notice to the Town and to FPA/MAP during that period.

In addition, all EMPLOYEES retain their own right to present their own case pursuant to Title 26 MRSA, Chapter 9-A, Section 967.

## **ARTICLE 8 - STEWARDS AND ALTERNATES**

The TOWN recognizes the right of the UNION to designate one (1) STEWARD and one (1) ALTERNATE. The authority of the STEWARD and the ALTERNATE so designated by the UNION shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of a grievance in accordance with the provisions of this collective bargaining AGREEMENT;

2. The transmission of such messages and information that shall originate with and are authorized by the UNION or its officers, provided such messages and information have been reduced to writing.

The time spent by the STEWARD and ALTERNATE during regular working hours in carrying out the authorized duties and activities described in this Article shall be by permission of the Police Chief and shall be limited to two (2) hours per week for the STEWARD and ALTERNATE combined. Such time, when granted, spent in the duties and activities in this Article shall be considered time worked.

The TOWN agrees to grant up to two days per year without pay to attend UNION conventions or training sessions with permission of the Police Chief providing they give one week's notice and there is no disruption of TOWN operations.

## **ARTICLE 9 - WORK RULES AND DISCIPLINE**

The TOWN may adopt or amend reasonable work rules from time to time during the life

of this AGREEMENT. All rules or amendments thereto shall be posted in the officer's book prior to becoming effective. It shall be the responsibility of the EMPLOYEES to read the bulletin board and the officer's book daily. The TOWN shall forward a copy to the STEWARD.

EMPLOYEES are required to abide by the terms of this AGREEMENT and to comply with such reasonable rules and regulations, as the TOWN may adopt which are not inconsistent with this AGREEMENT. SHOULD THERE BE ANY DOUBT AS TO THE EMPLOYEE'S OBLIGATIONS, THE EMPLOYEE SHALL COMPLY WITH THE RULES AND THEN GRIEVE IF THEY FEEL THEY HAVE BEEN WRONGED.

The TOWN shall not discharge nor suspend any EMPLOYEE without JUST CAUSE. In all cases involving the discharge or suspension without pay of an EMPLOYEE, the TOWN must immediately notify the EMPLOYEE in writing of his/her discharge or suspension and the reason thereof. Such written notice shall also be given to the STEWARD, and a copy mailed to the Maine Association of Police, within three (3) working days from the time of the discharge or suspension.

A discharged or suspended EMPLOYEE must advise the UNION in writing, within five (5) working days after receiving notification of such action against the EMPLOYEE, if the EMPLOYEE desires to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the TOWN in writing within seven (7) calendar days from the date of discharge or suspension.

Disciplinary action or measures shall include the following:

- WRITTEN WARNINGS
- WRITTEN REPRIMANDS
  - These measures need not be applied in sequence depending on the infraction
- SUSPENSIONS
- DEMOTION/SEPARATION

## **ARTICLE 10 - NONDISCRIMINATION**

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, gender, national origin, age, or handicap, except where based on a bona fide occupational qualification, nor will they limit, segregate or classify EMPLOYEES in any way to deprive any individual EMPLOYEE of employment opportunities because of race, color, religion, ancestry, national origin, genetic predisposition, sex, sexual orientation, national origin, age, or physical or mental disability, except where based on a bona fide occupational qualification.

The TOWN and the UNION agree that 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.

The use of 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 classifications, regardless of gender.

## **ARTICLE 11 - EMERGENCY RESPONSE**

All law enforcement officers subject to this AGREEMENT must reside within an area, which enables them to travel to the police station within sixty (60) minutes at the legal driving speed. Any law enforcement officer who does not establish such residency as described above by the time they are a regular permanent EMPLOYEE, shall be dismissed from employment.

## **ARTICLE 12 - SENIORITY**

SECTION 1 - A seniority list shall be established listing all EMPLOYEES covered by this



AGREEMENT with the EMPLOYEE with the greatest seniority listed first. Seniority shall be based on the EMPLOYEE'S date of hire as a full time EMPLOYEE. (See attached Appendix A.)

SECTION 2 - Seniority shall be considered, as well as merit and ability, in all matters affecting promotion, transfer, work shift, reduction in force and recall. All job openings or vacancies shall be posted for ten (10) working days. The following evaluation process will be utilized to consider an EMPLOYEE for a promotion:

	<u>Points</u>
*1. For an Associate Degree	2%
*2. B.S./B.A. Degree	4%
3. Up to 1,000 hours of MCJA in service training (based on one half percentage (1/2%) point per 100 hours)	5%
4. Seniority for full time employment at FPD based on a maximum of 5% one half percent (1/2%) for each full year of service, up to ten (10) years.	5%
5. Seniority for full time police employment outside FPD one half percentage (1/2%) point per year, up to 1% for a maximum of two (2) years.	1%
6. Written exam	35%
7. Oral boards	45%
8. Chief's evaluation	5%

\*An EMPLOYEE with both an Associate Degree and a B.S. or B.A. Degree shall only receive the credit for the B.S. or B.A. Degree.

SECTION 3 - In the event it becomes necessary for the TOWN to lay-off EMPLOYEES for any reason, the EMPLOYEE shall be laid off in the order of their seniority by classification with bumping rights, provided the EMPLOYEES remaining are able to perform the available work. Seniority shall be maintained for one (1) year from the date of lay-off. Seniority rights shall be retained during illness, accident or approved leaves of absence.

## **ARTICLE 13 - PHYSICAL FITNESS**

Whenever the Police Chief or the Town Manager has reason to believe that the medical or mental condition of an EMPLOYEE is endangering their health and safety, the health and safety of others, or the ability to perform their job duties, the TOWN may require that the EMPLOYEE submit to an examination conducted by a physician designated by the Police Chief and Town Manager. Such an examination is to be paid for by the TOWN.

The TOWN reserves the right to select its own doctor. The EMPLOYEE may request to be re-examined by a doctor of the EMPLOYEE'S choice, at the EMPLOYEE'S expense if it is believed that an injustice has been done. In the event of disagreement between the doctor selected by the TOWN and the EMPLOYEE'S doctor, the TOWN and the EMPLOYEE'S doctors shall together select a third (3rd) doctor within thirty (30) days, whose opinion shall be final. Cost for the third doctor shall be borne equally by the TOWN and the EMPLOYEE.

The TOWN also agrees to reimburse full fitness center costs of up to two hundred sixty five (\$265) per year with a limit of a 10% annual increase if an EMPLOYEE makes a good faith effort to complete a PFT that is approved by the Chief of Police and agreed upon by the majority of the members in the CBA at a location designated by the Chief or his designee to see where any weaknesses are and where personal improvements might be made. Employees may select any reputable fitness center open to the public to qualify for reimbursement.

EMPLOYEES may voluntarily seek and pass a PFT per MCJA standards. A stipend of up to \$1000 will be paid once annually. The employee must pass all events at a minimum of 50%. The average of those three events using the New Cooper Age and Gender Base Standards for Law Enforcement will be used to calculate a percentage of the maximum stipend amount. Example: Employee passes all three events at greater than 50% AND average of the three events is 75%, the employee is eligible for \$750 stipend. The test

will be conducted annually by the Department.

#### **ARTICLE 14 - DEPARTMENTAL MEETINGS/LABOR RELATIONS**

A. The following shall be effective at the time of contract signing. Departmental meetings called by the Police Chief shall be attended by all full time EMPLOYEES of the DEPARTMENT UNLESS EXCUSED BY THE Police Chief or DESIGNEE. A state of emergency would have to be declared in order for the Police Chief to require an officer on vacation to attend such Departmental Meetings.

B. During the term of this Contract, and beginning as soon as possible but no later than July 15, 2023, the parties (which shall include at least the Unit President and the Chief of Police (or his designee) shall meet on a quarterly basis for at least a one hour period of time (or other minimum that they shall agree to and designate) for the purposes of discussing current labor relations issues and processes at the Police Department. Prior to each meeting, the parties shall advise each other in writing of the topics they wish to discuss at the meeting. At the meetings, the parties are to discuss changes to the existing processes which might be mutually agreeable and beneficial. If and when the parties have outlined the parameters for changing a process, they are to attempt to memorialize the changes per language adding to or modifying a policy or contract provision. It is understood that these Labor-Management discussions are not formal contract negotiations, and that any changes to the Contract need to be entirely agreeable to both parties or the changes will not be made.

#### **ARTICLE 15 - HEALTH AND SAFETY**

The UNION recognizes the right of the TOWN to establish reasonable rules and regulations for the safe, sanitary and efficient conduct of the TOWN'S business and reasonable penalties for the violation of such rules and regulations.

The TOWN shall provide proper safety devices for all full time EMPLOYEES engaged in work, where such devices are necessary. Such devices, where provided, must be used as intended.

Officers will be responsible at the beginning of each shift for checking assigned vehicles or equipment to insure that they are in proper operating condition. If a member of the unit deems their vehicle or equipment to be unsafe, they shall notify their supervisor, who in turn, shall arrange for or conduct an appropriate inspection and shall determine whether the vehicle or equipment is safe for use.

Vehicles purchased for use by police officers in their patrol duties shall be a police package and equipped with all police equipment, which the TOWN deems necessary in the performance of duty. Determination of specifications and purchasing decisions shall be made at the sole discretion of the TOWN.

ANY EMPLOYEE INVOLVED IN ANY ACCIDENT SHALL REPORT SAID ACCIDENT TO THEIR IMMEDIATE SUPERVISOR, AS SOON AS POSSIBLE AND ANY PHYSICAL INJURY SUSTAINED. SAID REPORT WILL BE MADE ON A PROPER FORM PROVIDED BY THE TOWN.

## **ARTICLE 16 - MANAGEMENT RIGHTS**

The TOWN retains all rights and authority to manage and direct the Department, its operations, and its EMPLOYEES except as otherwise specifically provided in this AGREEMENT.

The UNION acknowledges the right of the TOWN to make such reasonable rules and regulations governing the conduct of its EMPLOYEES as are not specifically inconsistent with the provisions of this AGREEMENT. The TOWN agrees to forward copies of said rules and amendments thereto to the UNION and the UNION STEWARDS.

## **ARTICLE 17 - COMPENSATION CLAIMS**

The TOWN will provide Workers Compensation coverage as required by State Law.

In the event that an EMPLOYEE is injured on the job, the TOWN shall pay such EMPLOYEE their day's wages for that day lost because of such injury. An EMPLOYEE who is injured on the job and is sent home or to a hospital or who must obtain medical attention shall receive pay at the applicable hourly rate for the balance of their regular shift on that day. An EMPLOYEE who has returned to their regular duties after sustaining a compensable injury and who is required by the Workers Compensation doctor to receive additional medical treatment during his/her regularly scheduled working hours shall be allowed to utilize sick leave for such treatment.

EMPLOYEES may draw upon sick leave, to the extent of their accumulated benefit, until Workers Compensation benefits have been determined or until their sick leave account is exhausted, whichever comes first. EMPLOYEES out on Workers Compensation shall not accumulate vacation or sick leave, but will retain their seniority for other purposes.

The intent is to allow EMPLOYEES to draw their normal weekly pay (exclusive of overtime) by drawing on their accumulated sick leave WHILE OUT ON WORK RELATED INJURIES (should the EMPLOYEE have such accumulated benefits) until such time as Workers Compensation benefits have been allowed. Should an EMPLOYEE elect to utilize their sick leave benefit in this manner, the EMPLOYEE must sign the Workers Compensation check over to the TOWN to be used to replenish the EMPLOYEE'S sick leave account accordingly.

The TOWN will continue paying its share of health insurance for the first one hundred eighty (180) days of Workers Compensation leave. Thereafter the EMPLOYEE shall be responsible for the entire cost of their health plan should they wish to have continued

health insurance coverage.

Extended Illness:

If an employee is out of work due to sickness or injury for MORE than thirty (30) days the employee ceases to accumulate vacation and sick time until such time as he/she permanently returns to work.

## **ARTICLE 18 - GRIEVANCE PROCEDURE**

A grievance is hereby defined as any dispute between the parties as to the meaning or application of the specific terms of this AGREEMENT. Disputes arising between the parties shall be settled as follows:

1. The UNION or the aggrieved party shall present the grievance to the Sergeant within five (5) working days of the occurrence of the grievance or first knowledge of the occurrence of the grievance. The Sergeant shall respond to the grievant and the UNION within three (3) working days. Should the aggrieved party be a Sergeant or the grievance involve a Sergeant, the grievance would be presented to the Deputy Chief within the same time frame as above. The Deputy Chief would then respond to the grievant and the UNION within three (3) days.
2. Within five (5) working days after the grievance decision is rendered by the Sergeant (or Deputy Chief if applicable), the Police Chief will meet with the grievant and the Sergeant (or Deputy Chief if applicable), to discuss the grievance. The Police Chief will respond, in writing, to the aggrieved and the UNION within five (5) working days after the meeting date.
3. Within five (5) working days after the written response of the Police Chief is due, if the grievance is not resolved between the parties, the UNION may

submit the grievance in writing to the Town Manager.

4. Within five (5) working days after receipt of the written grievance, the Town Manager will hold a meeting on the grievance with all concerned. Within five (5) working days after the meeting, the Town Manager will respond in writing to the UNION as to the decision on the grievance.
5. In the event that the decision of the Town Manager (as rendered pursuant to Subsection 4 above) is not acceptable, the UNION may, within five (5) working days after the decision due date, file a written request for arbitration of the issue. The parties shall attempt to mutually agree upon an arbitrator. If the parties cannot agree upon an arbitrator in seven (7) working days, either party may request the Maine Board of Arbitration and Conciliation to name an arbitrator. The expenses of the Arbitrator and the proceedings shall be shared equally by the parties.
6. The Arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the specific terms and provisions of this AGREEMENT.
7. The Arbitrator's decision shall be final and binding on both the parties. 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 by 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 Arbitrator.

8. The time limits for the foregoing processing of grievances may be extended by written mutual AGREEMENT.
9. Nothing in this Article shall diminish the right of any EMPLOYEE covered hereunder to present his/her own grievance as set forth in Title 26, M.R.S.A.

## **ARTICLE 19 - COMPLAINTS FROM THE PUBLIC**

Any complaint by a citizen or another officer against any unit EMPLOYEE which results in an incident being recorded in their respective personnel file detrimentally, shall be in writing and shall be submitted to the officer involved within ten (10) working days of the complaint. Any officer who feels that such a complaint is not justified shall have recourse to an investigative meeting with the Police Chief and the complaining party(ies) prior to disciplinary action being taken. Such meeting shall be scheduled not sooner than five (5) calendar days after the officer has received a copy of the complaint unless mutually agreed to otherwise. Officers may have a UNION representative present at such meeting at their option.

## **ARTICLE 20 - SPECIAL DETAILS & Forced Overtime**

The TOWN agrees to pay the following rates for outside, non-patrol, special details assigned by the Police Chief to regular, full time patrol officers, off-duty and available for such duties, including private functions, dances, sporting and athletic events, road construction jobs, tree cutting jobs, and activities of a public assembly nature:

1. A \$65.00 hourly rate for non-municipal (consumer paid) details with a 4 (four) hour minimum guarantee per officer regardless of officer rank.
2. One and one half (1 ½) the EMPLOYEE'S regular hourly rate for school or student sponsored details with a 3 (three) hour minimum guarantee per officer.



3. One and one half (1 ½) the EMPLOYEE'S regular hourly rate for Town of Farmington sponsored details with a 2 (two) hour minimum guarantee per officer.
4. The special detail rate in section 1, doesn't apply to the Franklin County Agricultural Society (FCAS). The FCAS shall follow paragraph 3 of this article.

The Police Chief or a designated representative shall have the responsibility of assigning outside, non-patrol special details to regular officers, off-duty and available.

**Forced Overtime:**

1. Officers shall not be forced to cover Outside Paid Details. (They are allowed to be forced for regular overtime shifts and town paid details.)
2. Only **Two officers** will be forced for the following school events: graduations, RSD games, and School Board meetings.
3. After exhausting the voluntary overtime rotation, Police administration shall be allowed to cover any Outside Paid Details as allowed by the Town Manager.

**Police Administration:**

The parties agree that should an Outside Detail opportunity go through the entire seniority rotation at the Department without any regular officer volunteering to work the same that members of Police Administration shall be able to fill the opening, if they so desire.

It is further agreed that members of Police Administration may fill, on a purely voluntary basis, open Patrol Shift Overtime, or parts of those shifts, to avoid officers from being forced in to cover the shift.

## **ARTICLE 21 - HOURS OF WORK, COURT TIME, AND CALL BACK**

The following shall be effective at the time of contract signing:

## A. Hours Worked

Section 1. Regular Hours. The regular hours of work each day shall be consecutive, except for interruptions for lunch periods. References to consecutive hours of work in the balance of this Article shall be construed generally to include lunch breaks.

Section 2. Work Week. The normal pay period for members of the bargaining unit shall consist of eighty (80) hours with fixed starting and ending times. Under normal circumstances, shift assignments shall be consecutive. Police personnel shall receive time and one half (1 ½) for hours worked outside the normal shift assignment on a particular day and for all forced overtime shifts. In a normal 2 week pay period , overtime shall occur after the officer works 80 hours.

For the purposes of this Article, "hours worked" shall mean only:

- Hours actually worked
- Hours compensated for by vacation pay
- Holidays taken as a day off
- Hours taken as Bereavement leave

Hours of work are not defined as:

- Compensatory time off
- Hours taken as Sick leave

It is recognized that EMPLOYEES' daily and weekly and shift assignments are based on the operating requirements of the Police Department and are subject to change. The TOWN shall have the exclusive right to make any such change or changes and shall notify EMPLOYEES twelve (12) calendar days in advance of such change except in the case of an emergency.

Upon making the determination to schedule overtime, the Police Chief or designee will schedule overtime on a rotating basis to available officers by seniority. Officers so assigned shall be required to work the overtime shift in the event that no other officer is available. Ten (10) hours of overtime, per quarter, per reserve officer (not to exceed 3 reserve officers), is exempt from the seniority scheduling rotation so that the department can efficiently use personnel when reserve officers work to meet their quarterly time requirements.

#### B. Court Time

An EMPLOYEE who is required to attend court outside of their regular work shift shall receive a minimum of four (4) hours pay at one and one half (1 1/2) times their base hourly rate of pay. No court time shall be allowed to any such EMPLOYEE who has been notified that their presence is not needed prior to the end of their shift on the day preceding a scheduled court appearance.

If the EMPLOYEE is required to stay in attendance at such court outside their regular work shift for more than that four (4) hours in any one (1) day, they shall be paid for the actual hours spent that day at one and one half (1 1/2) of their base hourly rate of pay for the hours worked beyond the four (4) hour minimum, provided however, that any and all fees, compensation or allowance, to which any officer is, or would be entitled to for such court time, as provided for by statute or court order, shall be turned over and paid to the TOWN and not retained by the EMPLOYEE.

#### C. Call Back

Any unit EMPLOYEE called to work outside their regular scheduled shift shall be paid a minimum of two (2) hours work at one and one half (1 1/2) times the hourly rate providing the EMPLOYEE has worked forty (40) hours that work week. This section applies when call back results in hours which are not annexed consecutively to either end of the working day or shift. This section does not apply to scheduled overtime, call in times annexed at the beginning of the work shift, nor to hold over times annexed to the end of the work day

or work shift.

D. Pyramiding

Overtime compensation shall not be paid more than once for the same hours under any provision of this Article, this AGREEMENT, State or Federal Law.

## **ARTICLE 22 - NO STRIKE CLAUSE/NO LOCKOUT**

The EMPLOYEES covered by this AGREEMENT agree that during the life of this AGREEMENT, they shall not engage in:

1. a work stoppage
2. a slowdown
3. a strike
4. the blacklisting of any public employer for the purpose of preventing it from filling EMPLOYEE vacancies.

The TOWN agrees not to engage in a lockout.

Shop Stewards and Alternates have no authority to take strike action or other action interrupting the TOWN'S business.

## **ARTICLE 23 - SEPARATION FROM EMPLOYMENT**

In all cases of voluntary separation, EMPLOYEES shall provide the TOWN with a written notice of intent to terminate employment at least ten (10) working days prior to the last actual day worked. In all cases of separation, voluntary or otherwise, EMPLOYEES will be paid in full for all wages owed by the TOWN, including earned vacation and compensation, within a reasonable amount of time from the time of separation. Upon separation, the EMPLOYEE shall return all issued equipment, tools, clothing and

accouterments to the Police Chief.

## ARTICLE 24 - INSURANCE

The following shall be effective at the time of contract signing:

- A. Professional Liability Insurance - The TOWN will continue its present Professional Liability Insurance for the duration of this AGREEMENT.
- B. Health Insurance - The TOWN will continue to participate in the M.M.A. Employees Trust Hospital, Surgical and Major Medical Insurance (\$1,000,000 limit) Plan A level option, or the substantial equivalent, during the term of the AGREEMENT and pay as follows:  
80% EMPLOYEE and 55% dependent coverage for all EMPLOYEES.
- C. Payroll Deduction - The TOWN will provide a payroll deduction for an EMPLOYEE paid group dental plan provided through the UNION.
- D. The TOWN and the UNION agree to create a Labor Management Committee to discuss Health Insurance Programs.
- E. Provide employees bi-weekly flex dollars for Members who take the town health insurance. These flex dollars would be in addition providing the current health insurance percentages provided in section B and will be paid directly to the health insurance company. (The employee will not get this money in their checks and these flex dollars shall be paid toward insurance premiums for deductions for regular health insurance benefits.)

Flex Dollars per pay period as follows:

Life of contract: (April 2023 to March 2026)

\$62.00 toward single plan (\$1,612.00)

\$187.00 family plan (\$4,862.00)

## **ARTICLE 25 - RETIREMENT PLAN**

The TOWN of Farmington agrees to furnish the members of the bargaining unit with a retirement plan under the provisions of the Maine State Consolidated Retirement Plan as described below:

Section A – All POLICE (Sworn) EMPLOYEES shall be eligible to join the Maine State Retirement Special Plan 1C which provides for retirement at half (1/2) pay after twenty years of service with no age limit. Any full time POLICE (non-sworn) EMPLOYEE shall be eligible to join the Maine State Retirement Regular Plan AC.

Section B - Any POLICE (Sworn) EMPLOYEE or fulltime (Non-Sworn) EMPLOYEE choosing not to participate in the Maine State Retirement System shall be eligible to participate in the ICMA Deferred Comp Program, with the TOWN matching all contributions up to 8% of gross earnings.

Section C – EMPLOYEES are also entitled to Social Security.

## **ARTICLE 26 - UNIFORMS AND EQUIPMENT**

The TOWN will provide officers with the basic uniforms required. Uniforms and equipment will be worn or used only in places and at times which bear a reasonable relationship to the performance of official duties.

The position of full time secretary/dispatch (non-sworn) will receive a clothing allowance of \$300.00 each year.

## **ARTICLE 27 - SICK LEAVE**

Sick Leave with pay shall be granted to all probationary and regular EMPLOYEES at the rate of eight (8) hours per month, with a maximum accumulation of seven hundred twenty (720) hours.

Sick Leave shall begin to accrue at the end of the first full month of employment.

In order to be paid for sick leave, an EMPLOYEE must notify their immediate supervisor at least one hour prior to the appointed time for the EMPLOYEE to enter on duty, unless otherwise specified by the department head. Sick leave shall be recorded regularly in the personnel records, and the Police Chief and the Town Manager shall review all such records periodically. Abuse of sick leave shall be considered as sufficient cause for dismissal or suspension.

The Police Chief may require a doctor's certificate or other proof of illness in the event of three consecutive sick days. The Police Chief or the designee may require a doctor's certificate for illnesses of shorter duration.

Sick leave shall be used in ½ hour (minimum) segments for ease of bookkeeping.

Sick leave shall not be considered as a privilege, which an EMPLOYEE may use at an EMPLOYEE'S discretion, but shall be allowed only in the following cases:

1. Personal illness or physical incapacity resulting from causes beyond the EMPLOYEE'S control.
2. Enforced quarantine of the EMPLOYEE in accordance with community health regulations.
3. To meet medical and dental appointments or other sickness prevention

measures. (Removed the words in excess of two hours.)

4. Upon separation of service in good standing after ten (10) years of employment, the TOWN will pay to the EMPLOYEE one half of their accumulated sick time.
5. Illness or physical incapacity in the EMPLOYEE'S immediate family requiring personal attention, resulting from causes beyond the EMPLOYEE'S control, up to a maximum of five days, subject to the Police Chief's approval, (immediate family includes father, mother, husband, wife, or children, brother, sister.)
6. An EMPLOYEE may use sick leave during the first two weeks that she or he is out on maternity/paternity leave. Thereafter, regular terms of the Family and Medical Leave Act (FMLA) apply. The TOWN will recognize and employ the State and Federal FMLA provisions.
7. An EMPLOYEE who works six (6) consecutive months without using more than one (1) sick leave day shall be given twelve (12) hours of additional sick time as an incentive for not using sick time. This time is to be added to their sick bank.
8. Any employee who has accumulated 720 hours (or the maximum) and works six (6) consecutive months without using more than one sick leave day shall be given one (1) twelve (12) hour day off with pay. This benefit begins following the use of a sick leave day or at the end of the period for which a bonus day off has been earned; a bonus day must be used by the employee within sixty (60) days of earning such bonus day.

## **ARTICLE 28 - HOLIDAYS**



A. The following shall be recognized as Paid Holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Holiday Pay For Days Off: EMPLOYEES shall receive a straight eight (8) hours pay if the holiday falls on the EMPLOYEES' regular scheduled day off.

Holiday Pay If Worked: EMPLOYEES who are required to work shall receive a straight eight (8) hours of holiday pay plus be paid one and one half (1 1/2) times their regular hourly rate for all hours actually worked on a holiday. Such time will not be computed in the overtime formula.

B. Floating Holidays are 8 hour days that are accumulated to be taken at the employees' discretion with the Chief of Police approval. Consideration of staffing needs will be the basis of approval. Vacation requests will be given priority over Floating Holiday time off requests. Forty (40) hours of accumulated holiday time can be carried from year to year with a maximum of 88 hours at any time. Any floating holiday time in excess of 40 hours must be used by Dec. 31<sup>st</sup> of current year or it will be lost.

\*must be used as a floating holiday.

*Martin Luther King Day	*Labor Day
*President's Day	*Veteran's Day
*Patriot's Day	*Columbus Day

## **ARTICLE 29 – VACATIONS**

Each permanent EMPLOYEE shall be entitled to vacation benefits according to the following schedule:

<b>Continuous Years Of Service</b>	<b>Vacation Hours Earned Per Month</b>	<b>Vacation Hours Earned Annually</b>
One to Four (1 – 4)	8.0	96
Five to Nine (5 – 9)	10.0	120
Ten to Fourteen (10 – 14)	14.0	168
Fifteen to Nineteen (15 – 19)	16.0	192
Twenty Plus (20 +)	18.0	216

EMPLOYEES are eligible to utilize vacation benefits after one continuous year of employment. EMPLOYEES with less than one year of continuous employment, but more than six months of continuous employment, shall be eligible to utilize vacation only at the discretion of the department head.

Management reserves the right to hire new personnel at any step of the Vacation Accrual Table based on prior full-time experience. This will be at the discretion of the Chief of Police. If used, the employee will receive the next increase award based on continuous years of full-time service.

All department EMPLOYEES shall be required to take a single period of nine (9) consecutive days leave from work each calendar year. The nine (9) day period may be made up of normal days off, holidays and vacation time.

Vacation benefits are computed on an anniversary year basis. Vacation due in any vacation year must be taken during that year except that EMPLOYEES will be allowed to carry over a maximum of 240 hours per year. However, the EMPLOYEE will not be allowed to carry more than 240 hours beyond June 30th of each year. In general,

EMPLOYEES shall take time off to which they are entitled each year.

Any EMPLOYEE who is laid off, dies, is pensioned, resigns or is discharged shall be entitled to vacation and vacation pay in accordance with the schedules and eligibility requirements contained in the paragraph prorated to the date their active employment ceased. If an EMPLOYEE dies during service with the TOWN, the vacation pay accumulated shall be paid to the widow, widower, or child(ren) of the deceased EMPLOYEE.

### **ARTICLE 30 - LEAVE OF ABSENCE**

Regular EMPLOYEES may be granted leave of absence without pay but for a period not greater than sixty (60) days.

All requests for leaves of absence without pay shall be submitted in writing to the appropriate department head and shall set forth the purpose for which the leave is requested. All requests for leave of absence without pay shall receive the approval of the Town Manager before such leave will be granted.

When any leave of absence without pay exceeds time worked or the equivalent in any month, service credit for all employment benefits shall stop until active employment is resumed. Other seniority rights shall be maintained during a leave of absence. Failure to comply with the provisions of this Article, however, shall result in the loss of seniority rights. EMPLOYEES may choose to continue insurance benefits for the duration of the leave of absence by assuming both the TOWN and EMPLOYEE contribution.

Failure of an EMPLOYEE to return to work at the expiration of the leave will be deemed a resignation. The UNION shall be notified in writing, of any such leave of absence within one (1) week of the effective day, if possible. If, due to emergency, the leave of absence is granted, notification to the UNION will be made as soon as possible thereafter. The

leave of absence shall be used for the purpose for which it was originally approved.

The TOWN agrees to adhere to the Family and Medical Leave Act of 1993 (FMLA) and its regulations and the State of Maine leave law and its regulations for all eligible EMPLOYEES in the bargaining unit. EMPLOYEES may file a grievance concerning FMLA and Maine State Leave Law disputes. All FMLA time shall be calculated on a calendar year basis, January 1 to December 31 of each year.

### **ARTICLE 31 - BEREAVEMENT LEAVE**

In the event of 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 or to attend funeral services. "Immediate family" is hereby defined to include spouse, parents, children, brothers, sisters, parents-in-law, and grandparents.

In the event of a death of any other person, the Town Manager may, at his/her discretion, grant a period of time, not to exceed one (1) day, for the purpose of attending the funeral. Additional days may be granted by the Town Manager to be deducted from sick leave.

### **ARTICLE 32 - RESERVE SERVICE LEAVE**

Full time EMPLOYEES who are members of the organized military reserves, and who are required to perform field study, will be granted reserve service leave as required by law.

### **ARTICLE 33 - MISCELLANEOUS PROVISIONS**

#### **A. Uniform Cleaning**

EMPLOYEES are responsible for proper care and maintenance of uniforms/clothing. Cleaning allowance will be \$450.00 per contract year. Tax implications of this benefit are

between the EMPLOYEE and the IRS.

#### B. Training

Training shall continue to be available to officers based on individual officer interests and Police Department needs. Availability of training will be at the Chief's discretion.

#### C. Lie Detector Test

The TOWN shall not require that an EMPLOYEE take a polygraph or any form of lie detector test.

#### D. Educational Incentive

EMPLOYEES are entitled to tuition reimbursement for degree related college courses, up to \$2000.00 per course, with a maximum per Officer of two courses per year, providing the EMPLOYEE completes the course(s) with a grade of 70 and above or a pass grade for pass/fail courses. This course shall be paid up front by the EMPLOYEE and paid back immediately upon successful completion providing the EMPLOYEE still works for the town at completion. Online courses from an accredited college or university are acceptable, including any Maine EMS Approved EMT course. The Department cap of tuition costs will be \$8,000.00. First come, first served but Officers without a degree shall get a preference. Additionally, EMPLOYEES are entitled to receive a stipend of \$1000 annually for attaining an Associates Degree, \$2500 annually for a Bachelors Degree, or \$5000 annually for a Masters Degree. These amounts shall be added to their base pay. For Officers who have four years active duty with a U.S. Military branch shall receive the Associates' Degree stipend.

#### E. Employee of the Year

An EMPLOYEE receiving the "Employee of the Year" award will be given one paid day off.

**F. Cellphone**

All fulltime EMPLOYEES not issued a department cellular phone will be given a twenty dollar (\$20.00) per month stipend, which shall be paid through payroll.

**G. Payroll**

EMPLOYEES will be paid every other week.

**H. Payouts**

Except where specific terms in this Contract provide otherwise, all financial payouts from the town to employees shall be made on an annual basis in the first pay period in each November.

**ARTICLE 34 - AVAILABILITY OF AGREEMENT**

The TOWN shall furnish each present EMPLOYEE with a copy of the Collective Bargaining AGREEMENT containing the terms and conditions of their employment.

The TOWN shall also furnish all potential new EMPLOYEES with a copy of the Collective Bargaining AGREEMENT.

**ARTICLE 35 - SEPARABILITY OR SAVINGS CLAUSE**

If any provision of this AGREEMENT shall be contrary to any law, such invalidity shall not affect the validity of the remaining provisions. The TOWN and the UNION agree to meet and negotiate a replacement clause within thirty (30) days of the declaration of invalidity

of such clause.

### **ARTICLE 36 - SMOKING POLICY**

Smoking shall not be permitted within the Police Department, TOWN owned buildings or vehicles operated by Police personnel, except in designated areas.

### **ARTICLE 37 - PERSONAL PROTECTIVE EQUIPMENT**

The TOWN shall provide, to each full time officer one (1) Protective vest with ballistic panels.

The officer must wear the vest when in uniform, unless excused for medical reasons. The Police Chief may require a doctor's certificate.

### **ARTICLE 38 - SAFETY RULES**

All members of this Department shall practice the safety procedures as proposed by the Maine Criminal Justice Academy and any in-service training that may be provided by the Department.

Operating Police Vehicles: Police vehicles are to be operated within the laws of the State of Maine and as the job may require. All safety equipment provided by the TOWN shall be used as prescribed by the Police Chief or the immediate supervisor. Any defects shall be reported immediately to a supervisor.

### **ARTICLE 39 - WAGES**

Years with Academy Training	Patrolman		Corporal		Detective/ Sergeant		Office Manager
Year 1							
0	\$27.73					1	\$23.77
1	\$29.22					2-4	\$24.76
2-4	\$31.20					5-7	\$25.75
5-8	\$32.19	0-4	\$32.68	0-4	\$34.66	8-12	\$26.74
9-16	\$33.18	5-13	\$33.43	5-13	\$35.65	13-16	\$27.73
17-20+	\$34.17	13-20+	\$34.17	13-20+	\$37.14	17-20+	\$29.71

Year 2							
0	\$28.56					1	\$24.48
1	\$30.09					2-4	\$25.50
2-4	\$32.13					5-7	\$26.52
5-8	\$33.15	0-4	\$33.66	0-4	\$35.70	8-12	\$27.54
9-16	\$34.17	5-13	\$34.43	5-13	\$36.72	13-16	\$28.56
17-20+	\$35.19	13-20+	\$35.19	13-20+	\$38.25	17-20+	\$30.60

Year 3							
0	\$29.42					1	\$25.22
1	\$31.00					2-4	\$26.27
2-4	\$33.10					5-7	\$27.32
5-8	\$34.15	0-4	\$34.67	0-4	\$36.77	8-12	\$28.37
9-16	\$35.20	5-13	\$35.46	5-13	\$37.83	13-16	\$29.42
17-20+	\$36.25	13-20+	\$36.25	13-20+	\$39.40	17-20+	\$31.52

\*Step increase award annually on EMPLOYEE'S anniversary date of employment, except detective and sergeants step increase shall award annually on DETECTIVE'S and SERGEANTS' anniversary date of promotion.

Lateral Hires:

Management reserves the right to hire new personnel at any step of the wage scale based on prior full time experience. This will be at the discretion of the Chief of Police and may fall anywhere in the wage step system, not necessarily 1 year experience equals 1 step increase. If used, the employee will receive the next step increase award annually on the employees' anniversary date of employment. This in no way affects the employees' seniority.



Field Training Officers:

EMPLOYEES shall receive an additional \$1.00 per hour added to their normal hourly wage when acting as Field Training Officers. Corporals do not qualify for this Stipend.

Shift Differential:

EMPLOYEES assigned to work their normal hours from 2100 (9pm) to 0700 (7am) will be given a differential of \$1.00 per hour when on regular scheduled hours. This only applies to EMPLOYEES not working overtime and only applies to the overnight officer assigned on this shift for the entire period. This differential will only be given to one (1) officer per night shift.

#### **ARTICLE 40 - PORTABLE RADIOS**

The TOWN shall provide each officer with one portable radio, which shall be assigned by the Chief.

#### **ARTICLE 41 - AIR CONDITIONERS**

Beginning with the purchase of the 1989 cruiser, the TOWN shall provide air conditioning for each vehicle.

#### **ARTICLE 42 – ASSIGNED VEHICLES**

Allow fulltime police officers who live within the thirty (30) minutes legal travel time to Farmington Police Department the **option** to take their assigned vehicles home with them at the end of their shifts. Officers participating must agree not to use these vehicles for personal purposes and agree to follow the assigned vehicle policy.

(Administrative Police A-105 Assigned Patrol Vehicles) Officers will only be allowed to take home vehicles as cruiser availability allows.

#### ARTICLE 43 - DURATION OF AGREEMENT

This AGREEMENT shall be effective except where specifically noted elsewhere as the first Day of April, 2023 and shall remain in full force and effect until the 31st day of March, 2026. In order to initiate negotiations on a successor AGREEMENT, the UNION shall notify the TOWN in writing one hundred twenty (120) days prior to the conclusion of the TOWN'S fiscal year that it desires to modify this AGREEMENT. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the conclusion of the fiscal year; this AGREEMENT shall remain in full force and be effective during the period of negotiations and until notice of termination of this AGREEMENT is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this AGREEMENT, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date of the contract in effect.

IN WITNESS WHEREOF, the parties hereto have set their hands this 16 day of June 2023.

FOR THE UNION:

  
Daniel R. Felkel, MAP Representative

FOR THE TOWN:

  
Cornell Knight, Acting Town Manager