

AGREEMENT

between

TOWN OF OXFORD

and

Oxford Police Officers Association – Fraternal Order of Police

for

Police Sergeants Unit

July 1, 2025 to June 30, 2026

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## **ARTICLE 1 – PREAMBLE**

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (title 26, M.R.S.A., 961 through 974, as amended), the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper employee morale and to promote effective and efficient operations.

## **ARTICLE 2 – RECOGNITION**

The Town recognizes the Union as the sole and exclusive bargaining agent for the purposes of negotiating salaries, wages, hours, and other conditions of employment for all Police Sergeants within the bargaining unit, as determined in accordance with the Municipal Public Employees Labor Relations Act.

## **ARTICLE 3 – UNION SECURITY**

Membership in the Union is not compulsory. Employees have the right to join, not to join, maintain or drop their membership in the Local Union as they see fit.

Neither party shall exert any pressure on, or discriminate against, any employee in regard to such matters.

The Union shall indemnify, defend and hold the Town harmless against all claims and suits of any nature which may arise as a result of action taken pursuant to this Article and in the collection of dues, service fees and initiation fees.

## **ARTICLE 4 – CHECK OFF AUTHORIZATION**

### Section 1 - Dues

A. The Town shall deduct regular monthly dues and fees (including assessments, and initiation fees) upon receipt of a signed authorization from each employee (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 for dues and fees. Such authorization shall be for the life of this Agreement and shall be continued thereafter if an Agreement exists between the Town and the Union. No employee shall be compelled or required to pay any union dues or fees until after the employee has completed his/her six (6) month probationary period.

It is understood that the Town will only collect dues and service fees when the Union presents the Town with the employee's signed payroll deduction authorization form. It is also understood that the Town will not be required to take any disciplinary action against any employee who does not sign a payroll deduction authorization form.

B. The Town shall forward all such dues and fees so collected to the Secretary-Treasurer of the Local Union before the fifteenth (15<sup>th</sup>) day of the month following the month in which



deductions are made.

C. Delinquent Dues. Upon notification by the Union of delinquent dues or fees, the Town shall deduct for delinquent dues or fees in addition to deduction for regular dues or fees.

D. 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 fees and remitting the same to the Union pursuant to this Article.

#### **ARTICLE 5 – IDENTIFICATION FEES**

Should the Town find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Town.

#### **ARTICLE 6 – ACCESS TO PREMISES**

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

Prior to entering the Town's premises, the Union representative shall notify the Police Chief or, in his absence, the Town Manager.

#### **ARTICLE 7 – GRIEVANCE PROCEDURES**

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:

##### Step 1.

- A. The aggrieved employee or the Steward must present the grievance in writing to the Police Chief within ten (10) calendar days of the occurrence or knowledge of the event giving rise to the grievance.
- B. Within ten (10) calendar days after the grievance is presented by the employee, the Police Chief will meet with the employee and the Steward to discuss the grievance. The Police Chief will respond, in writing, to the aggrieved employee and the Union within fourteen (14) calendar days after the meeting date.

##### Step 2.

- A. Within ten (10) calendar days after the written response of the Police Chief, if the grievance is not resolved between the parties, the aggrieved employee or the Union may submit the grievance, in writing, to the Town Manager.
- B. Within ten (10) calendar days after receipt of the written grievance, the Town Manager

will hold a meeting with a representative of the Union on the grievance. Within fourteen (14) calendar days after the meeting, the Town Manager will respond, in writing, to the aggrieved employee and the Union as to his/her decision on the grievance. All appeals of dismissals shall begin at this step.

### Step 3.

In the event the decision of the Town Manager as rendered pursuant to Step 2 hereof is not acceptable to the grievant, then the Union shall within ten (10) calendar days after receipt of the Town Manager's response file a written notice with the Town Manager to submit the grievance to Grievance Arbitration. If Grievance Arbitration is selected, the procedures are outlined in Step 4. If no notice is filed within ten (10) calendar days for Grievance Arbitration, the matter is deemed to be dismissed.

### Step 4.

The parties shall attempt to mutually agree upon an arbitrator. If the parties cannot agree upon an arbitrator within seven (7) calendar days from when notice to arbitrate is filed, either party can submit a written request for arbitration with the Maine Board of Arbitration and Conciliation. Failure to meet these time deadlines shall terminate the grievance. The arbitrator shall have no authority to amend, modify, add to, or detract from the specific terms and provisions of this Agreement. The arbitrators' decision shall be final and binding on the parties for the duration of the Agreement. The arbitrators shall be requested to issue the decision within thirty (30) days after the conclusion of testimony and final arguments. The expenses of 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 to the arbitrators. Grievance Arbitration awards may be contested by either party to the Superior Court as permitted by law.

Time limits for the processing of grievances may only be extended orally by mutual agreement and then confirmed in writing by the Town.

## **ARTICLE 8 – STEWARDS**

### Section 1

The Town recognizes the right of the Union to designate a Steward and an Alternate. The authority of Stewards and Alternates so 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 transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information:

1. Have been reduced to writing, or
2. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Town's business.

## Section 2

Stewards or alternates shall be permitted to investigate, present and process grievances on or off the property of the Town, without loss of time or pay and shall be limited to two (2) hours per week for the Steward and alternate combined, not cumulative. Such time spent in handling grievances shall be considered working hours in computing weekly overtime.

## Section 3

Stewards shall be allowed sufficient time off without loss of time or pay to represent the Union in all negotiations with the Town concerning collective bargaining.

# **ARTICLE 9 – UNION ACTIVITIES**

Section 1. Time off for Union Activities. The Town agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business, provided thirty (30) days prior written notice is given to the Town specifying length of time off for Union activities. Due consideration shall be given to the number of employees affected in order that there shall be no disruptions of the Town's operations due to lack of available employees.

Section 2. No Discrimination because of Union Activities. Any member of the Union acting in an official capacity whatsoever shall not be discriminated against for his union-related activities, so long as such acts do not interfere with the conduct of the Town's business, nor shall there be discrimination against any employee because of Union membership or activities.

Section 3. The Town shall allow employees and Union officials to hold occasional meetings on the Town's property with advance notice upon permission from the Town Manager or Police Chief.

# **ARTICLE 10 – DISCHARGE OR SUSPENSION**

Section 1. The Town shall not discharge nor suspend any full-time non-probationary employee without just cause. Any probationary employee may be discharged without just cause. In all cases involving the discharge or suspension of a non-probationary employee, the Town must immediately notify the employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the Steward and a copy mailed to the Union's office within two (2) working days from the time of the discharge or suspension.

Section 2. Warnings and disciplinary records (except for records of demotions and suspensions of more than three (3) days) shall remain in the file for eighteen (18) months, and thereafter will not be considered for further or future discipline if there is no additional discipline during that period. The Town agrees to provide a written notice of said warning and disciplinary records to both the employee and the Union.

Section 3. The Town agrees to provide non-probationary employees with a hearing prior to termination.

## **ARTICLE 11 – PERSONNEL FILE**

Insofar as permitted or required by law, all personnel records, including home addresses, telephone numbers, and pictures of members shall be confidential and shall not be released to any person other than representatives of the Union, officials of the department, and other municipal officials.

Upon request, an employee shall have the right to inspect his official personnel record. Inspection shall be during regular business hours and shall be conducted under supervision of the Town. A member shall have the right to have added to his personnel file a written refutation of any material which he considers detrimental. An employee shall have the right to receive copies of materials placed in his personnel files.

No written reprimand which has not previously been the subject of a hearing shall be placed in a member's personnel file unless the member is first given the opportunity to see a copy of the reprimand. Within five (5) days thereafter, the member may file a written reply. If the Town thereafter places the written reprimand in the member's personnel file, he shall also include the reply.

### **Record Keeping**

1. All disciplinary records shall be maintained in the employee's personnel file in accordance with applicable local, state, and federal public records retention laws, including but not limited to the Maine Freedom of Access Act (FOAA) and any relevant guidance from the Maine State Archives.
2. For internal employment decisions—including but not limited to promotion eligibility, performance evaluations, and progressive discipline—disciplinary actions shall be considered active for the following periods, provided no recurrence of similar misconduct or additional disciplinary action occurs during the applicable timeframe:
  - 1 year for note regarding oral discipline



- 2 years for a written disciplinary memo/warning
  - 3 years for a suspension
  - 4 years for a demotion
3. After the applicable period, the disciplinary action will not be considered for evaluating promotion eligibility or progressive discipline, unless otherwise required by law, and upon request the record must be removed and destroyed from the employee file.
  4. Records must be retained in a secure archive for compliance with statutory public record retention requirements, and no record shall be destroyed without assurance that such action is in compliance with applicable record retention laws.

## **ARTICLE 12 – BEREAVEMENT LEAVE**

In the event of death in the immediate family (spouse, parent, child(ren)/step-child(ren)) of an employee, the employee shall be granted four (4) days' leave of absence with full pay to make household adjustments or to attend funeral services. Three (3) days shall be granted for absences due to the death of an employee's brothers, sisters, parents-in-law, grandparents, grandchildren, step-parents, and foster parents.

Additional unpaid days may be granted for out-of-state funerals at the discretion of the Town Manager. Employees may utilize accrued paid leave during such approved, unpaid bereavement absences.

For purposes of this Article, use of bereavement leave shall fall within and be paid pursuant to the employee's 42 hour straight time weekly wage, regardless of the week in which the time is taken during the 84 hour, two (2) week work cycle.

## **ARTICLE 13 – LEAVE OF ABSENCE**

A full-time non-probationary employee may be granted a non-FMLA leave of absence by the Town Manager of up to sixty (60) days without pay upon recommendation of the Police Chief. The granting of this leave shall protect the employee's existing continuous service and seniority for the leave period, but no vacation or sick leave shall accrue during the absence. The employee shall maintain at his/her expense his/her insurance while on leave of absence. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with the provision shall result in the complete loss of seniority rights for the employees involved. The Town shall advise the Union in writing of all such leaves of absence.

For all FMLA qualifying leaves, the Town will comply with the provisions of the Maine and

Federal Family and Medical Leave Acts as applicable. FMLA leave will be unpaid unless covered by workers' compensation pay or income protection. All accrued paid sick leave must be used during any unpaid FMLA Leave until exhausted.

#### **ARTICLE 14 – MILITARY LEAVE**

Employees who are members of the organized Military Reserves, and who are required to report for duty or perform field duty or attend annual training, will be granted Reserve Service Leave. For any such period of annual Reserve Service Leave of up to fourteen calendar (14) days, the Town will pay the employee the difference between service pay and the employee's regular weekly compensation (consisting of two (2) 42-hour pay periods), equaling to the regular pay of the employee on Reserve Service Leave, upon receipt of an official statement of the Reserve Service pay received. Any military or reserve leave beyond fourteen (14) calendar days will be unpaid, and the employee will not accrue vacation or sick leave benefits; however, all accrued benefits at the beginning of such leave will be preserved, as will seniority.

#### **ARTICLE 15 – MAINTENANCE OF STANDARDS**

Section 1. (Protection of Conditions) The Town agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained standards in effect at the time of the signing of this Agreement.

Section 2. (Extra Contract Agreements) The Town agrees not to enter into any agreement or contract with 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.

#### **ARTICLE 16 – SEPARABILITY and SAVINGS CLAUSE**

If any provision of this Agreement shall be contrary to any State or Federal laws, statutes or regulations, or deemed unconstitutional, such conflict shall not affect the validity of the remaining provisions of this contract.

In the event that any Article or Section is held invalid or enforcement of or compliance with which had been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Town or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitations of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

#### **ARTICLE 17 – INJURED ON-OFF DUTY**



Employees must report all work-related injuries to the Town. For the first three (3) calendar days an employee is on Workers' Compensation leave, he/she may use sick leave. For purposes of this Article, payment and reimbursement of sick time under this Article shall be consistent with the use of sick leave under Article 32 (Sick Leave). If he/she is then reimbursed for all or any portion of those three (3) days from Workers' Compensation, the employee will reimburse the Town back for the three (3) days of sick leave, and the three (3) days of sick leave that were used will be credited back to the employee's account. If an employee does not have adequate sick leave, the Town will pay the employee for the time lost.

If a police officer while off-duty, responds to a law enforcement situation as outlined in Oxford Police Department Policy, and is injured while performing those law enforcement duties, the Town shall submit any claims for lost wages and medical expenses to its workers compensation insurance carrier. The employee shall also submit claims to all other available forms of insurance, including, but not limited to, group health insurance, short term disability, income protection, and long-term disability plans, regardless of whether such plans are sponsored by the Town. In the event the Town's workers compensation insurance carrier or other insurers deny such claims in whole or part, the Town agrees to pay for the balance of lost wages and medical expenses incurred by the employee that are not otherwise covered to the extent a medical provider certifies that the cause of lost wages and medical expenses was a direct result of an injury sustained in the performance of law enforcement duties.

## **ARTICLE 18 – NONDISCRIMINATION**

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, sexual orientation, age, physical or mental disability (except as any of these factors may be bona fide occupational qualifications), genetic history or information, or any other category protected by law, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of membership in any such protected category.

Section 2. 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, support of the Union, or refusal to support 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 classifications, regardless of sex.

## **ARTICLE 19 – BARGAINING UNIT**

An employee with a rank above Sergeant shall not perform any work performed by unit members unless Sergeants are unavailable to perform the assignment, or in an emergency.



This article is subject to and limited by the 42-hour work schedule, and does not preclude the Town's utilization of reserve officers outside the unit members' regular schedule.

#### **ARTICLE 20 – SANITARY CONDITIONS**

The Town agrees to maintain a clean and sanitary washroom having hot and cold running water and with toilet facilities.

Unit members agree to immediately notify the Town Manager and Chief of Police in the event of any problem or concerns regarding sanitary conditions, and provide the Town with a reasonable amount of time to remedy the problem or concern.

#### **ARTICLE 21 – DEFECTIVE EQUIPMENT**

Employees shall immediately, or at the end of their shift, report all defects of equipment and vehicles. Such reports shall be made in writing to the Police Chief with a copy to the Town Manager and the Shift Sergeant. All issues regarding defective equipment shall be addressed in accordance with Departmental Standard Operating Orders.

#### **ARTICLE 22 – DISCIPLINARY PROCEEDINGS**

Any member charged with a violation of department rules and regulations, incompetence, misconduct, negligence, insubordination, disloyalty or other serious disciplinary infractions may request a meeting provided such request is made in writing and delivered to the Chief of Police and Town Manager no later than ten (10) days after the member is advised of the charge(s) against him. No member shall be suspended, demoted, or dismissed without first being given notice and an opportunity for a meeting whether the member requested it or not. In the case of a member who has been placed on paid administrative leave, the meeting shall, if requested by the member, be held no more than five (5) calendar days after the date when the suspension began. This time period may be extended by mutual written agreement.

The member and union shall be informed of the nature of the charge(s) and shall be given sufficient notice of the meeting date and time to allow him/her an opportunity to consult legal counsel, conduct an investigation, and prepare a defense. The meeting, which shall be before the Police Chief and Town Manager, or in his absence or incapacity the acting department head, shall be informal in nature. The member may be accompanied by legal counsel or a representative of the Union. The member shall have the right to confer with his representative at any time during the meeting and shall have the right to have his representative speak on his/her behalf. Any disciplinary action taken against a member shall be subject to the grievance procedure set forth in and required under this Agreement.

Disciplinary action or measures shall include the following:

- Note regarding oral discipline
- Written Disciplinary memo/warning

- Suspension
- Demotion
- Discharge

These measures need not be applied in sequence depending upon the seriousness of the disciplinary infraction.

Disciplinary records shall be handled and retained as set forth under Article 11 (Personnel File) this Agreement.

## **ARTICLE 23 – BULLETIN BOARDS**

The Town agrees to provide suitable space for and maintain a bulletin board in each work location. The Union shall limit its use of the bulletin board to official union business.

## **ARTICLE 24 – SENIORITY**

Section 1. A seniority list, by classification, shall be established, naming all the employees covered by this Agreement, with the employee with the greatest seniority (years of service) listed first. Seniority shall be based upon the employee's last date of permanent hire. Seniority, for the purposes of this Agreement, shall be a major factor in all matters affecting layoff, recall, vacation preference and shift preference.

Section 2. All new employees shall serve a six (6) month probationary period starting with his first day of employment. Employees graduating from the Maine Criminal Justice Academy basic training program shall serve a one (1) year probationary period. Employees will be credited for seniority purposes from their Date of Hire to a permanent position, and will be formally added to the seniority list at the successful conclusion of their applicable probationary period. Probationary employees shall enjoy all the privileges and protections of the Agreement, except that they may be terminated at any time for any reason without resort to the grievance procedure.

Section 3. In the event it becomes necessary for the Town to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority. All affected employees shall receive a two (2) calendar weeks' advance notice of layoff, and the Town shall meet with the affected employees prior to the actual occurrence of layoff. Employees shall be recalled from layoff according to their seniority within the divisions of the Police Department. No new employees shall be hired until all employees on layoff status have been afforded recall notices. An employee shall maintain recall rights for one (1) year from date of layoff. An employee will lose their recall rights if a written offer sent by registered mail has been extended to the employee and the employee declined or fails to return to work within ten (10) calendar days after the written offer is sent, and the return receipt card has been received by the Town.

Section 4. The seniority list shall be brought up-to-date on January 1st of every year and immediately posted thereafter on bulletin boards for a period of not less than thirty (30) calendar days, and a copy of same shall be sent to the Union and the Steward. Any objections to the seniority list, as posted, must be reported to the Town within ten (10) calendar days from the date posted or it shall stand as accepted.



Section 5. In the event that the Town determines that a job vacancy or new job exists, it shall be posted upon the bulletin board for a period of five (5) working days, and may also be posted outside the department. In selecting a person to fill the vacancy/new position, the Town shall select the person who is most able and most qualified. Seniority within the department shall be a consideration for job openings within the Police Department subject to having the appropriate qualifications for the open position.

Section 6. An employee's seniority shall terminate only:

- A. If an employee quits, retires or is discharged for just cause.
- B. If the employee accepts full-time employment elsewhere while on a leave of absence, unless the officer has prior written approval for such employment from the Chief of Police, or does not return to work immediately following the expiration of a leave of absence, unless in the latter case, the officer presents evidence satisfactory to the Town Council that it was impossible to return to work at the expiration of such leave.
- C. When the employee has been laid off for a continuous period of time in excess of one (1) year.
- D. If, following a layoff, the employee fails or refuses to notify the Town of his intention to return to work within ten (10) calendar days after a written recall notice is sent by certified mail to the employee's last recorded address, the Town can fill the position.

## **ARTICLE 25 – LIE DETECTOR TEST**

All applicants for employment and candidates for the Maine Criminal Justice Academy shall be required to submit to a polygraph examination.

The Town shall not require, request, or suggest that any other employee take a polygraph or any other form of lie detector test.

## **ARTICLE 26 – EXAMINATIONS**

Section 1. Physical or other examinations required by the Town shall be promptly complied with by all employees, provided, however, the Town shall pay for all such examinations: Current Unit members will be paid for time spent at the place of examination or examinations, including travel time. The Town shall not pay any non-Unit member applicant or non-Union member conditional-offer applicant for any time spent for such examination(s) or travel.

Section 2. The Town reserves the right to select its own medical examiner or physician. The Union may, if it believes an injustice has been done an employee, have said employee re-examined at the employee's expense by a doctor of the Union's choosing. In the event of disagreement in the assessment of the doctor selected by the Town and the doctor selected by the Union, the Town and the Union doctors shall together select a third (3rd) doctor within thirty (30) days, whose opinion shall be final. The expense of the third (3rd) doctor shall be borne equally between the Town and the employee.



## **ARTICLE 27 – COMPLAINTS FROM THE PUBLIC**

If an investigation is initiated by information from a citizen, a fellow employee or by the Chief of Police, the Chief shall inform the officer being investigated, the union steward and the union business agent within five (5) calendar days of receipt of the information that generated the complaint. No investigation will begin without the approval of the Chief of Police, with written notice to Town Manager.

When a citizen makes a complaint about the actions or conduct of a Police Officer, the Town will utilize the process set forth in its Standard Operating Procedures, Policy 1-10.

Notwithstanding Policy 1-10, the Town will endeavor to conclude all internal investigations within thirty (30) days. If the investigation cannot be concluded in that timeframe, the Town will provide the Union with a written explanation for the delay and the need for additional time to conclude the investigation. Thereafter, the Town will conclude the investigation within sixty (60) days of commencement.

## **ARTICLE 28 – PENSION PLAN**

The Town agrees to participate in Maine Public Employees Retirement System for all eligible regular, full-time employees with the MainePERS AN pension plan.

Effective July 1, 2020, the Town agrees to participate in Maine Public Employees Retirement System for all eligible regular, full-time employees with the MainePERS Special Plan 1N pension plan, to the extent permitted by law and by the eligibility and application requirements of MainePERS. The Parties agree to cooperate to the fullest extent possible to take all necessary steps to ensure the completion of the change to the MainePERS Special Plan 1N pension plan on July 1, 2020.

Any employee not eligible for (or electing not to participate in) the MainePERS AN Plan or the MainePERS Special Plan 1N pension plan, as applicable, may elect to participate in the Town's 457 Plan. Such employee will have 50% of his/her contributions matched by the Town, with Town contributions capped at 5% of the employee's gross weekly pay.

Employees may participate in the MainePERS AN Plan or the MainePERS Special Plan 1N pension plan (as applicable and if eligible) or the 457 Plan, but not both. The Town will only contribute to one retirement plan per employee. Employees who participate in both the MainePERS AN Plan and the 457 Plan on the date of ratification of this Agreement, and who opt to remain in the MainePERS AN Plan or the MainePERS Special Plan 1N pension plan (as applicable and if eligible) with Town participation, will be permitted to continue to contribute to their 457 Plan with no Town Participation.

The respective Plan documents and Plan summaries will govern the terms of the Plan(s).

## **ARTICLE 29 – WAGES**

See Appendix A.

## **ARTICLE 30 – VACATION**

Section 1. The vacation schedule for all regular employees shall be as follows:

One (1) year of service	ten (10) days vacation
Five (5) years of service	fifteen (15) days vacation
Fifteen (15) years of service	twenty (20) days vacation
Twenty (20) years of service	twenty-five (25) days vacation

Section 2. Vacations shall be scheduled according to classification and then according to seniority in the Department. All vacation requests must be submitted to and approved by the Police Chief and/or Town Manager. All reasonable vacation requests shall be granted. The Town shall not deny a vacation request for a period in which no unit members are on vacation or scheduled to be on vacation, except for periods when the Department is short-staffed due to emergencies, workers' compensation leave, FMLA leaves, absences or scheduled public events. In such instances, the Department can either deny the request, or grant the request and use reserve offices. Fifty (50%) of an employee's available vacation time shall be submitted for approval prior to April 1<sup>st</sup> of each calendar year. The remainder of any available vacation time should be submitted at least two (2) weeks prior to the time requested for the vacation.

Section 3. If a holiday occurs during an employee's vacation, he shall be granted an additional vacation day off.

Section 4. Upon termination, employees shall be entitled to vacation pay for all accrued and unused vacation time.

Section 5. Employees shall be allowed to bank up to ten (10) vacation days per calendar year. Banked vacation must be used prior to July 1<sup>st</sup> in the subsequent calendar year and cannot thereafter be carried over or banked.

Section 6. For purposes of this Article, a day of vacation is equal to one regular work shift. Notwithstanding the above, a week of vacation shall equal 42 hours of straight time pay, regardless of the work week cycle in which the vacation day or week is taken.

## **ARTICLE 31 – INSURANCES**

The Town agrees to pay 100% of the cost of the employee's health insurance premium for the Maine Municipal Employees Health Trust (MMEHT) Acadia Plan during the term of this Agreement. The Town will pay 60% of the cost of the employee's health insurance premium for the



family/spouse/child(ren) plan, and the employee will pay 40% of the cost of those plans.

All unit members may purchase dental, vision and Income Protection Plans and assume all costs of such participation.

In the event that the health coverage provided hereunder becomes subject to the excise tax on high cost employer-sponsored health coverage (known as the "Cadillac Tax") as required under the Affordable Care Act, or any third party that is subject to the Cadillac Tax passes such tax through to the Town or health plan participants by way of increased premiums, separate assessment or any other means ("Cost"), the parties hereto agree to renegotiate the terms of such health coverage to account for the additional Cost within thirty (30) days of becoming aware of such Cost.

The Town will allow employees covered by this Agreement to participate in the Town's "buy-out" insurance procedures. Employees electing to participate in the buy-out program shall annually provide the Town with a written certification that the employee and his or her tax dependents have health coverage from another source that is not an individual policy. Employees providing such certification shall receive \$135/per week for opting out of the Town coverage. Payments will be credited to the employee in equal weekly payments. Effective July 1, 2026 the amount of the opt out will increase to \$175/per week.

#### **ARTICLE 32 – SICK LEAVE – PAID FAMILY MEDICAL LEAVE**

- A. An eligible employee shall be entitled to sick leave pay when, by reason of "non-service connected" disabling injury or illness, the employee is unable to perform his/her duties.
- B. For purposes of this Article, a "sick leave day" is defined as any regular assigned work shift during the 84 hour, two (2) week schedule. For purposes of this Article, a week of sick leave shall equal 42 hours of pay at straight time, regardless of the work week cycle in which the sick leave day is taken.
- C. Each full-time employee shall be entitled to paid sick leave which is earned at the rate of 8 hours for each full calendar month of actual service. Unused sick leave may be accumulated to a maximum of seven hundred twenty (720). Employees who are eligible for income protection must sign up to receive the benefit after incurring five (5) consecutive calendar days of sick leave.

In the event an employee does not use a sick day for a period of four (4) months, the employee will earn one (1) vacation day to be used within the four (4) months after being earned.

- D. Up to five (5) days of sick leave per year may be used for the care of the employee's immediate family.
- E. The Town has the right to send an employee who is on sick leave to a Town-selected physician so long as the Town pays for the cost of the physician.



- F. After three (3) consecutive calendar days of sick leave, the employee may be required to provide the employer with a doctor's note recommending that the employee continue sick leave, and providing the reason(s) for the sick leave, or sick leave benefits will cease.

Sick leave must be utilized during any FMLA qualifying leave, except if such leave is paid leave for Workers' Compensation or income protection purposes. In such instances, the employee may elect, but is not required, to also use sick leave to make up any differential reduction in pay. Employees shall not accrue sick leave while on FMLA Leave.

#### **Paid Family Medical Leave (PFML)**

1. The Town of Oxford agrees to comply with all provisions of the Maine Paid Family and Medical Leave law, as established under state statute and administered by the Maine Department of Labor or administered by an approved private plan. This includes, but is not limited to, the collection and remittance of required contributions, providing employees with notice of their rights under the law, and ensuring eligible employees are granted leave and benefits in accordance with the statute.
2. The parties agree to reopen the contract on the limited basis of PFML once final policies have been determined and further agree to work in good faith to coordinate any applicable leave benefits under this law with existing contractual leave provisions to avoid duplication and ensure employees receive the benefit to which they are entitled.

### **ARTICLE 33 – MANAGEMENT RIGHTS**

The Town retains all rights and authority to manage and direct its employees, except as otherwise specified in this Agreement. It is recognized by way of illustration and not by way of limitation that such rights and authority include, but are not limited to, the right and authority to exercise control and discretion over the organization and the efficiency of the operations of the department, including the right to assign work and overtime, to hire, evaluate, promote, train, assign and schedule employees in positions with the Department; to take disciplinary action against employees pursuant to the process and procedures set forth in this Agreement; to determine the composition and size of the work force; to determine the means by which operations are to be conducted; to establish or abolish job positions and classifications; to establish, implement and maintain effective safety, health and property protection measures; and to take necessary action(s) to carry out the mission of the Department in cases of emergency.

### **ARTICLE 34 – HOURS AND OVERTIME**

Section 1. The work scheduled shall be a two (2) week schedule, totaling 84 hours over a

two (2) week period. The pay week shall start on Monday at 12:01 AM and end on Sunday at 12:00 AM. The Sergeants shall work the following schedule (or its counterpart):

Week 1:

Monday/Tuesday-on (two 12-hour shifts= 24 hours)  
Wednesday/Thursday-off  
Friday/Saturday-on (two 12-hour shifts= 24 hours)  
Sunday-on (12 hours)

Week 2:

Monday/Tuesday-off  
Wednesday/Thursday-on (two 12-hour shifts= 24 hours)  
Friday/Saturday-off  
Sunday-off

Section 2. Work shifts shall be from 2:00 P.M. to 2:00 A.M. Any change of shift will require one-week notice to the employee, except on an emergency basis. Shifts will be bid on annually for the following calendar year and will occur each November base on seniority.

The parties agree to reopen the contract to amend provisions impacted by a work shift/schedule change that is agreed upon by the Association, the Police Chief, and the Town Manager.

Section 3. Officers assigned to specialty assignments, and the Administrative Assistant, will continue to work alternative schedules as assigned by the Chief of Police.

Section 4. The term "OVERTIME COMPENSATION" shall be defined as time and one-half an officer's regular, hourly base rate of pay and shall be paid for all approved time necessarily spent on the job in excess of 84 hours worked in the two (2) week schedule. Paid holidays and planned vacation time during those two weeks will count towards hours worked. For the calculation of overtime, the hourly base rate shall include all remuneration paid to or on behalf of the officer as required under the Federal Fair Labor Standards Act.

Section 5. The Town agrees that all bargaining unit full-time police officers and Sergeants shall have preference to all work and special duties or overtime assignments which come under the Town jurisdiction and/or where police guidance, surveillance or presence is required, except as otherwise specified in this Agreement. Officers who work on any outside function or detail shall be paid eighty five dollars an hour (\$85/hr) for all hours worked on the assignment.

The following procedure shall be followed in the assignment of Sergeants to all special duties:

- (A) "Call Out List" shall be established which shall list all Sergeants in rank order of their overall Union seniority.
- (B) As a special duty or outside detail is filled by an eligible Sergeant from the call out list, the person on the call out list immediately below that Sergeant shall be "next" or the first person to be offered the next available special duty or outside detail, except as otherwise specified in this Agreement.

- (C) This procedure shall be continuously followed, in rotational order, from the person with the most seniority, to the person with the least seniority and then beginning over again with the person with the most seniority.
- (D) For instances where the special duty or outside detail is known to be of a long term duration of more than one day or where police presence will be required for more than ten (10) continuous hours, the Town shall equitably divide the total hours into two or more "shifts". The person who is "next" on the call out list shall then be offered the opportunity to pick one (1) shift of his choice, after which the person having one step less seniority shall have the opportunity to pick one (1) shift of his choice, etc., until all available shifts and days have been filled. If an eligible Sergeant declines the shift, detail or assignment, the Chief or his designee may then assign the shift or detail to a non-union officer, or call the next eligible Sergeant on the list.
- (E) In order not to unduly delay the assignment of officers to special duties or outside details, call outs according to the above procedure shall be done on the days and hours directed by the Chief of Police or his designee. If an eligible officer cannot be reached when the call out is done, no special efforts will be made to locate that person and he shall forfeit his opportunity to that particular shift or detail. The Chief or his designee shall may then assign the shift or detail to a non-union officer, or call the next eligible Sergeant on the list. If an eligible Sergeant declines the shift, detail or assignment, the Chief or his designee may then assign the shift or detail to a non-union officer, or call the next eligible Sergeant on the list.
- (F) In the case of overtime assignment to regular duty shifts, rank shall be given priority based upon the open shift. Open supervisor shifts shall be offered to available supervisors prior to the shift being offered to patrol officers. Open patrol shifts shall be offered to available patrol officers prior to the shift being made available to supervisors.

Section 6. Any employee required during his off-duty time to appear at the Maine District, Superior, or U. S. District Courts, Grand Jury, Liquor Commission Hearings, Secretary of State Hearings, to be a witness in any matter arising out of the performance of his duty shall be compensated a minimum of four (4) hours at the rate of one and one-half (1 1/2 ) times the hourly rate, and if over the four (4) hours, one and one halftimes the hourly rate for hours spent. Any officer pulled from regular duty to work a detail shall be paid the above detail rate.

### **ARTICLE 35 – HOLIDAYS**

The following days shall be observed as holidays by all regular employees in the bargaining unit:

New Year's Day	Labor Day
Martin Luther King Jr.	Indigenous Peoples' Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	Christmas Eve
Independence Day	



A day of holiday shall equal an employee's regular work shift. An employee shall receive holiday pay at his basic hourly straight-time rate for a number of hours equal to the employee's regularly scheduled work day.

An employee required by the Town to work on a holiday shall be paid time and one-half (1 ½) his hourly rate for each hour worked in addition to the holiday pay to which the employee is entitled as above-described, except Thanksgiving and Christmas Day, during which the employee required to work shall receive double (2x) pay at the employee's basic hourly straight time rate.

### ARTICLE 37 – CLOTHING ALLOWANCE

The Town agrees that all employees covered by this Agreement shall be completely outfitted, at no cost to the employee, with all uniforms, boots, shoes, ballistic vests, (including replacement and updates as recommended by the manufacturer) and other equipment deemed necessary for the regular performance of the employee's duties.

The Town agrees to replace all issued clothing and equipment on an as needed basis. Employees will be required to wear clothing and equipment issued to them. Employees will return work clothing before being issued replacements.

The Town shall pay the cost of normal acquisition and replacement of uniforms and equipment damaged or destroyed in the Police Officers' line of duty, upon presentation of the destroyed or damaged item(s).

#### Equipment/Uniform List

Number Issued	Description of Items
1	Watch Cap (knit hat)
3	Short-sleeve shirts w/ patches
3	Long-sleeve shirts w/ patches
3	Trousers (type 5-11 or similar)
1	Pair of police shoes, or summer boots, black
1	Pair of boots,
1	Jacket, model cruiser type w/ patch
1	Jacket, model windbreaker w/ removable liner
1	Raincoat-Optional
1	Duty Belt
1	Holster, model high-rise or combat, black
1	Magazine pouch, black
2	Handcuff cases, black
4	Keepers, black (as needed or suspenders)
2	Badge

1	Name tag
1	Handgun w/ magazines and ammunition and night sight
2	Sets of handcuffs
1	Can of Mace, w/ holder
1	Expandable baton
1	Mini flashlight, chargers and holder
1	Glove pouch
1	Pat Down/Search Gloves
1	Winter Gloves
1	Vest – replaced every 5 years from issue
1	Taser and Taser Holster per officer (to be phased in over three (3) years.
Replace service weapon with new weapon every 7 years (from initial date of issue).	

### **ARTICLE 39 – DAMAGE TO PERSONAL PROPERTY**

The Town shall, at its discretion, either replace/repair or pay the reasonable cost of the repair/replacement of an officer's acceptable personal items, equipment, clothing, etc., that are lost, damaged, or destroyed in the line of duty. A report of the incident and verification of the value of the property must be submitted for approval to the supervisor.

Requests for eyeglasses and hearing aids will be processed within seven (7) calendar days.

### **ARTICLE 40 – VACANCIES**

Any open position shall be posted for ten (10) calendar days, and any police officer may apply for that open position.

### **ARTICLE 41 – JOB DESCRIPTION**

No Police Officer shall be required to perform duties outside of the job description and/or their training and obligations as a law enforcement officer.

### **ARTICLE 43 – AMMUNITION FOR ARMS QUALIFICATION**

Officers will qualify in the use of the standard issue weapon, or Departmentally prescribed weapon and rifle, once each year. The Town will supply each officer with ammunition for practice and qualification purposes, provided the officers return the casings. The Town shall not require the officer to adhere to any Town policy or rule regarding personal firearms that does not comply with State or Federal law. All officers shall receive four (4) hours of firearms training at a bona fide range each year, with a certified firearms instructor. Each officer shall receive 600 rounds of ammunition for training and practice purposes yearly (for rifle and handgun combined).

### **ARTICLE 44 – OUTSIDE EMPLOYMENT**

An employee may engage in outside employment only if it does not interfere with job



performance, scheduled duties for the Town, employees must inform the Police Chief and Town Manager in writing of the outside employer and nature of duties of the outside employment, and provide proof of workers' compensation coverage before engaging in outside employment.

## **ARTICLE 45 – DURATION OF AGREEMENT**

### Section 1.

The term of this Agreement is one (1) year and shall be effective July 1, 2025 or upon ratification, whichever is later, until June 30, 2026.

### Section 2.


This Agreement shall be effective as of the date of the execution of this contract, and it shall remain in full force and effect until it shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred and twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and effective during the course of negotiations.

### Section 3.

In the event of an inadvertent failure by either party to give the notice set forth in Section 1 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement.

Oxford Police Officers Association-FOP  
Sergeants Unit

  
\_\_\_\_\_  
Sergeant Dan Hasting

  
\_\_\_\_\_  
Chris Cloutier – FOP Labor Representative

Dated: 9-5-25

Town of Oxford

  
\_\_\_\_\_

Town Manager Adam Garland

Dated: 9/5/25



## APPENDIX A

### PAY SCALE

July 1, 2025 - 20%				
Patrol				Sergeant
	Longevity	Rate		Longevity in rank
Step 1	Non-MCJA Cert	\$28.64		0-5 \$40.16
Step 2	Upon MCJA Grad	\$31.04		5+ \$42.17
Step 3	2 Years	\$32.12		
Step 4	3 Years	\$33.08		
Step 5	5 Years	\$34.08		
Step 6	7 Years	\$35.10		
Step 7	10 Years	\$36.16		
Step 8	15 Years	\$37.25		
Corporal	Stipend	\$1.00		
Detective	Stipend	\$1.00		
Admin Assist	N/A	\$29.28		

January 1, 2026 Drop/Add				
Patrol				Sergeant
	Longevity	Rate		Longevity in rank
Step 1	Non-MCJA Cert	\$31.04		0-5 \$43.29
Step 2	Upon MCJA Grad	\$32.12		5+ \$45.46
Step 3	2 Years	\$33.08		
Step 4	3 Years	\$34.08		
Step 5	5 Years	\$35.10		
Step 6	7 Years	\$36.16		
Step 7	10 Years	\$37.25		
Step 8	13 Years	\$40.23		
Corporal	Stipend	\$1.00		
Detective	Stipend	\$1.00		
Admin Assist	N/A	\$29.28		

Administrative assistant starting wage and scale to be negotiated upon current position holders retirement.

**Stipend:** Only eligible for one stipend, whichever is greater. This excludes additional hourly pay for college credit.

**New Hires:** New Hires who are MCJA Certified with prior years of experience may be placed on the appropriate step based on years of service. This must be reviewed/approved by the Town Manager and Chief of Police.

**Insurance Buyout:** Regardless of enrollment eligibility (single, family, w/child) the Town would like to offer a \$135 weekly buyout if the employee chooses not to take Town Health Insurance. Effective July 1, 2026, the weekly buyout will increase to \$175.00.

**College Credit-Military:** The Town would like to offer \$0.25 per hour for Officers who have completed a two year degree and \$0.50 per hour for Officers who have completed a four year degree or higher in an applicable field of study (criminal justice, public administration, etc). Eligibility would be reviewed/approved by the Town Manager upon hire or degree completion. The Town would like to offer \$0.50 per hour for Officers who have completed 4 years of military service. *\* Employees must provide proof of an honorable discharge. When considering college credit and military service, the employee is only eligible for one stipend, whichever is greater.*

**Shift Differential:** Officers scheduled to work between 5PM and 5AM will receive \$0.50 per hour added to their base pay.

### **K-9: Position**

1. 3 hours of overtime pay is added each week for home care of the K-9
2. K-9 Handlers will be paid an additional \$1.00 per hour added to their current wage rate.
3. K-9 Handlers will have a K-9 approved take home Police Cruiser
4. K-9 Handlers must reside within 15 miles from the Town of Oxford.
5. When the K-9 handler is called in for K-9 related duties, the K-9 handler will be compensated a minimum of 2 hours at the rate of one and on half (1 ½) time the hourly rate.
6. The Town of Oxford is responsible for all food and veterinarian costs for the K-9.
7. At the end of the K-9's career in law enforcement, the K-9 handler will have first right of refusal of ownership to the K-9. If the K-9 handler takes ownership of the K-9, they will be responsible for all future costs for the K-9.