

# **AGREEMENT**

**BETWEEN THE**

**TOWN OF RUMFORD, MAINE**

**AND**

**MAINE ASSOCIATION OF POLICE**

**July, 2019 – June 30, 2022**

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This Agreement is entered into at Rumford, Maine between Maine Association of Police, hereinafter referred to as the “Association”, and the Town of Rumford, hereinafter referred to as the “Town”, each in consideration of the Agreement herein contained to the other, hereby agrees to the following:

**ARTICLE 1 - GENERAL PROVISIONS**

**A. Agreement**

This is an Agreement between the Town of Rumford, Maine, a body corporate, by and through its Board of Selectpersons, herein after referred to as the “Town”, and the Town of Rumford Police Association of the Maine Association of Police, hereinafter referred to as the “Association”.

**B. Non-Discrimination**

The provisions of this Agreement shall be applied equally to all employees in the bargaining Association without discrimination to age, sex, marital status, race, color, creed, national origin, political affiliation, sexual preference, or physical or mental disability, so long as the employee can perform the essential functions with reasonable accommodation, if needed, where it would not be an undue hardship to the town or present a direct threat to the health and safety of the employee or any other person. The Association shall share equally with the Town the responsibility for applying this provision of the Agreement.

**C. Rules and Regulations**

All references to management in this Agreement designate the Board of Selectpersons and the Town Manager. It is understood this Agreement is in accordance with the town Ordinances whereby the Town Manager acts with the approval of the Board of Selectpersons who may adopt or publish reasonable rules and regulations that will not be in conflict with either the terms of this labor agreement or federal and/or state mandated laws, rules and regulations.

**ARTICLE 2- FUNCTION OF TOWN**

**A. Functions**

The function of management, except as herein otherwise provided, is the management of the work and direction of the working forces. This responsibility will include determining the scope and level of service, necessary level of funding, personnel and resources, including facilities.

**B. Management Rights**

Unless otherwise prohibited by law, rule or regulation the rights and authority of management include, but are not limited to, the rights and authority to exercise control and discretion over the organization and efficiency of operations of the department; to set standards for service to be offered to the public; to direct the employees of the department including the right to assign work and overtime; to hire, examine, classify, evaluate, promote, train, transfer, assign and schedule employees in positions

with the town; to suspend, demote, discharge or take other disciplinary action against employees for just cause; to increase, reduce or change or modify or alter the composition and size of the workforce, including the right to relieve employees from duties because of lack of work or funds or other legitimate reasons; to determine the location, method, means and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased; to establish, modify, combine or abolish job positions and classifications; to change or eliminate existing methods of operations, equipment or facilities; to establish, implement and maintain effective safety, health and property protection measures; to create, modify or delete departmental rules and regulations; to take necessary action to carry out the mission of the department in case of emergency.

### **ARTICLE 3 – RECOGNITION**

#### **A. Association**

The Association shall be the sole and exclusive bargaining agent for all regular employees of the Rumford Police Department (hereinafter referred to as the “Department”), except the Chief and Captain, for the purpose of bargaining relative to wages, hours of work and other working conditions.

#### **B. Public Servants**

The individual members of the bargaining unit are to regard themselves as public servants and, as such, they are to be governed by the highest ideals of honor and integrity in all their public and personal relationships in order that they may merit the respect and confidence of the general public.

### **ARTICLE 4 – DUES DEDUCTION**

#### **A. Association Exclusive Right**

The Association shall have the exclusive right to payroll deductions for employees within the applicable bargaining Association and subject to the following provisions.

#### **B. Dues Deduction for Members**

The Town agrees to deduct the Association’s weekly dues and benefit premiums from the pay of those employees who individually request in writing such deductions be made. The amounts to be deducted shall be certified to the Town by the Treasurer of the Association and the aggregate deductions of all the employees shall be submitted together with an itemized statement to the Association by the last day of the succeeding month after such deductions are made. If applicable, the Town agrees to send two (2) separate checks to the Association; one (1) for dues and one (1) for the benefit fund.

#### **C. Provisions for Non-Members**

1. Any officer who chooses not to become a member of the RPA/MAP or any officer who chooses to cease to be a member, shall be bound by such choice except as provided in this Article. Any officer who chooses not to join, or opts out of, the RPA/MAP shall be entitled to representation by the

RPA/MAP but only upon payment to RPA/MAP reasonable fees and expenses, including arbitrator's fees and expenses, that are incurred by RPA/MAP in the course of that representation. The current schedule of RPA/MAP non-member fees is set forth below.

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

2. Any officers complying with these conditions shall be entitled to RPA/MAP services on the same basis and under the same terms as RPA/MAP members. All fees are charged on the basis of minimum of fifteen (15) minute period.

**D. Change of Membership Status**

Any officer may change his/her status with respect to membership but only during the sixty (60) day period immediately prior to the expiration of the Contract by giving written notice of the same to MAP/RPA during said period.

**E. Indemnification**

The Association shall indemnify and hold the Town harmless against any and all claims and suits which may arise by reason of any action taken in making deductions pursuant to this Article.

**ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURES**

**A. Purpose**

The purpose of this grievance procedure shall be to settle employee grievances on as low an administrative level as possible, so as to ensure efficiency and maintain morale. For the purposes of this article only, "working days" shall mean Monday through Friday, but shall exclude holidays for which the Town Office is closed all day.

**B. Definition of a Grievance**

A grievance is defined as a dispute concerning the interpretation or application of a specific term or provisions of this Agreement and shall be settled in the following manner:

**C. Step 1 – Filing with Chief**

In the event an Association member is aggrieved, the Association shall, within ten (10) working days of the alleged occurrence, present the grievance in writing to the Chief. The member may, with the Association Steward, arrange an informal meeting with the Chief, utilizing the present "Open Door Policy" to discuss the anticipated grievance prior to formal filing.

The Chief shall deal with grievances submitted in writing by rendering a decision, in writing, within ten (10) working days following the day the grievance was received by the Chief or his designee.

**D. Step 2 – Appeal to the Town Manager**

If the decision of the Chief is not satisfactory, an appeal shall be lodged with the Town Manager within ten (10) working days of receipt of the Chief’s decision. Within ten (10) working days, the Town Manager shall schedule an informal hearing with the Association to discuss the grievance.

Within ten (10) working days after the informal hearing, the Town Manager shall render a decision in writing.

**E. Step 3 – Appeal to the Board of Selectmen**

In the event that the Association feels that further review is desired, it shall, in writing, bring the matter before the Board of Selectpersons within ten (10) working days of the Town Manager’s decision. The Board of Selectpersons shall, within ten (10) working days of the receipt of the appeal meet with the grievant within ten (10) days of receipt of the written appeal unless both parties agree to waive such meeting, and ten (10) days thereafter submit its decision in writing to the Association.

**F. Arbitration**

If the grievance is still unsettled, either party may, within ten (10) working days after the reply of the Board of Selectpersons, by written notice to the other, request arbitration. The parties shall have a period of ten (10) working days to agree on an arbitrator; if no agreement is reached within ten (10) working days, the grievance shall be submitted to the Maine Board of Arbitration and Conciliation. The Arbitrator(s) shall be requested to render a decision within thirty (30) days from the date of the hearing. The arbitration decision shall be final and binding on both parties, but the Arbitrator shall have no authority to render a decision that adds to, subtracts from or otherwise modifies this Agreement. Expenses for arbitration, if any, shall be paid equally by both the Town and the Association.

Nothing in this Article shall diminish the right of any employee covered hereunder to present the employee’s own grievance, as set forth in 26 M.R.S § 967.

**G. Grievance Committee**

Employees selected by the Association to act as Association representatives shall be known as Stewards. The names of the Stewards and the names of any other Association member who may represent employees of the Department shall be certified in writing to the Town by The Maine Association of Police and the individuals so certified shall constitute the Association Grievance Committee.

**ARTICLE 6 - DISCIPLINARY ACTION**

**A. Disciplinary Steps**

Disciplinary action or measures shall include only the following:

1. Oral Reprimand;
2. Written Reprimand;
3. Suspension (notice to be given in writing);
4. Demotion (notice to be given in writing);
5. Discharge (notice to be given in writing);

Disciplinary action may be imposed by the Town Manager, the Chief or Acting Chief upon any employee for failing to fulfill the employee's responsibilities as an employee of the Department. Oral and written reprimands may be imposed by the Captain with approval of the Chief. Written documentation of all action will be signed by employee and administration.

## **B. Embarrassment**

If the Town Manager, the Chief or the Acting Chief has a reason to reprimand an employee, it shall be done in such a manner so as not to embarrass the employee in front of the other employees of the Department or in front of the general public.

## **ARTICLE 7 - SUSPENSION OR DISCHARGE**

### **A. The Town Manager and Chief**

#### 1. Town Manager

The Town Manager shall have the right to suspend, demote or discharge any employee from the Department for reasonable just cause.

#### 2. The Chief

The Chief has the power to suspend any member of the Department, without pay, for a period not to exceed seven (7) workdays for any one offense and for periods aggregating not more than thirty (30) workdays in a calendar year. Notice of such suspension and the reason therefore shall be filed in writing with the Town Manager within twenty-four (24) hours of such action.

### **B. The Association**

The Association Representative and the Employee involved shall be notified, in writing, by the Chief, of the reason for the suspension or discharge.

### **C. Compensation**

Any employee found to be suspended or discharged without just cause shall be reinstated with just compensation for all the lost time and with full restoration of all other rights and conditions of the Employee's employment. This is not to be construed as to limit an Arbitrator's authority.



## ARTICLE 8 - COMPLAINTS

### **A. Public Complaints**

Any complaint against an Employee covered by this contract shall be submitted to the Chief with a copy of the complaint forwarded to the Town Manager. If the public complaint is not set forth in an adequate writing, then within a reasonable period of time the recipient of the complaint shall take steps to assure that a genuine, authentic documentation of the complaint is made either in writing or by means of a video or audio recording. After completion of the investigation of the complaint, if the Chief decides that the Complaint should be acted up, the employee shall be given a copy of the Complaint. Before any discipline is rendered, the employee will be given an opportunity to meet with the final decision maker to discuss the findings of the complaint. A hearing shall be held within seven (7) calendar days thereafter with the Chief, the Town Manager and his legal representative (if requested by the Town Manager), the Union representatives (if requested by the employee), the Employee concerned and the person making the complaint. The person or persons making the complaint will be asked to attend such hearing. It is understood that the Town does not have the power to compel the person to attend the hearing. Before the Town Manager takes any disciplinary action against, or resolves a grievance from, an Employee, based on a complaint from a member of the public, adequate investigation of the complaint shall be done to ensure that there is a reliable evidence to support the proposed action.

### **B. Department Complaints**

A formal Departmental complaint shall be submitted, in writing, to the Chief, with copies forwarded to the Association Representative and to the Employee. It is to be acted upon as follows:

1. Investigation of Complaint:

If the Chief decides that the issue addressed in the complaint may require disciplinary action, the Chief shall assign someone to investigate the complaint within ten (10) working days of its receipt by the Chief or the Chief's designee. The investigation shall be completed as expeditiously as possible. After completion of the investigation, a written report of the investigation shall be provided to the Chief, the Association Representative and the Employee.

2. Hearings with Possible Non-Discharge or Non-Demotion Discipline:

- a. No later than ten (10) working days after the hearing, the Chief will provide a written decision to the Employee and the Association representative.
- b. If the Employee does not agree with the decision of the Chief, the Employee may appeal the decision of the Chief to the Town Manager within ten (10) working days after the Employee's receipt of the decision.

- c. The Town Manager's review of the Chief's decision shall be based upon the complaint, the investigative report and the information submitted by the Employee at the hearing. The Town Manager shall review these materials and issue a written decision within ten (10) working days of having received said appeal. The Town Manager may request to meet with the employee regarding the complaint within the ten (10) day period.
- d. If the Employee does not agree with the decision of the Town Manager, the Employee may appeal the decision of the Town Manager to the Board of Selectpersons within ten (10) working days after the Employee's receipt of the decision.
- e. The Board of Selectpersons' review of the Chief's decision shall be based upon the complaint, the investigative report and the information submitted by the Employee at the hearing. The Board of Selectpersons shall review these materials and issue a written decision within ten (10) working days of having received said appeal. The Selectpersons may request the employee to meet with them before they render their decision.

3. Hearings with Possible Discharge or Demotion:

In the event the investigative report supports possible disciplinary action rising to the level of discharge or demotion, the Chief will notify, in writing, the Employee and the Association Representative that a hearing before the Town Manager will be held at which the Employee may present information that the Employee wishes the Town Manager to consider regarding the complaint against the Employee. The hearing must be held within ten (10) working days of receipt of the investigative report by the Chief. No later than ten (10) working days after the hearing, the Town Manager will provide a written decision to the Employee and the Association Representative.

4. Appeal of Town Manager's Decision:

The Employee shall have the right to appeal the decision of the Town Manager to the Board of Selectpersons within ten (10) working days of receiving the Town Manager's decision. The Board of Selectpersons' review of the Town Manager's decision shall be based upon the complaint, the investigative report and the information submitted by the Employee at the hearing and the Town Manager's decision. The Board of Selectpersons shall, within ten (10) working days of the receipt of the appeal, submit its decision in writing to the Employee and the Association Representative.

5. Appeal of Board of Selectpersons' Decision:

If the matter is still unsettled after review at ¶ 2(e) or 4 above, the Association may, within ten (10) working days after the decision of the Board of Selectpersons, by written notice to the Town Manager, request arbitration of the decision of the Board of Selectpersons. The procedure as outlined in Article 5 for selecting an arbitrator shall be utilized.

**C. Confidential**

However, if complaints filed under Section A and B of this article are determined by the Chief to be of a criminal nature which may result in an internal investigation against individual officers, such complaints shall be treated in a confidential manner.

**ARTICLE 9 - LAW SUITS**

The Town agrees to procure a police professional liability policy equal to or better than the past policy No. 3502431 with the American Home Assurance Company. The Town agrees that the coverage limits will be one hundred thousand dollars/four hundred thousand dollars (\$100,000/\$400,000). The Town, however, will not assume any liability beyond the coverage contained in said policy.

**ARTICLE 10 - NO STRIKE OR LOCKOUT**

It is declared that the policy of the Town is to accord to the regular employees of the Department all the rights of labor, other than the right to strike, engage in a slowdown, stoppage of work or interference with the efficient operation of the Department in any way. The Town agrees there will be no lock-out of the employees.

**ARTICLE 11 – ASSOCIATION**

**A. Bulletin Boards**

The Town agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Association. The Association shall limit its postings of notices and bulletins to such bulletin boards.

**B. Association Activities**

Association activities may take place on the Town’s time and premises to consult with the Town concerning the enforcement of any provision of this Agreement, with the exception of the activities of the Grievance Committee.

**C. Access to the Premises**

The Town agrees that the accredited representatives of the Association shall have access to the premises of the Town, provided permission is granted by the Chief and an Association representative is present.

**D. State Representative Activities**

The Town agrees to allow the President of the Rumford Police Association to participate in an official capacity for official Maine Association of Police meetings. The Town agrees that if a meeting is occurring during the President’s normal working hours, he/she may attend this meeting without loss of pay on one (1) occasion during the fiscal year.

**ARTICLE 12 – SAFETY**

**A. Federal and State Laws**

The Town will comply with all applicable federal and state safety and health laws.

**B. Hazardous and Unhealthy Conditions**

The Town shall institute and maintain all necessary precautions for safeguarding the health and safety of its employees. Both the Town and the Association recognize their respective obligations to assist in prevention, correction and elimination of all hazardous and unhealthy working conditions and practices.

**C. Equipment**

All equipment used by the employees covered by this Agreement shall meet the requirements of all federal and state safety and health laws.

**D. Occupational Safety and Health**

All matters of occupational safety and health will be handled directly between the Association President and the Chief. Their recommendations will be directed toward the rapid and effective solutions of all safety and health problems. In the event the Chief and Association President cannot agree as to a recommendation, then said matter will be brought to the Town Manager's attention.

**E. Rules and Regulations**

1. Reasonable Rules and Regulations

The Town shall have the right to make reasonable rules and regulations for the safety and health of its employees during their hours of employment, provided they are not inconsistent with either the term of this Agreement or federally and/or state mandated laws, rules and regulations.

2. Meeting and Discuss

The Town and the Association shall meet once in ninety (90) days at the request of either party to discuss such regulations.

3. Compliance with Rules and Regulations

The Association agrees that its members will comply with the Department rules and regulations relating to safety, economy, continuity and efficiency of services to the Department and the general public.

4. Right to File a Grievance

The Association shall have the right to file a grievance if the Town fails to comply with its rules and regulations.

**F. Determination and Allocation of Needs**

Nothing in this Article shall infringe upon the Town's right to determine manpower needs and the allocation of manpower and equipment. Such decisions shall not be made arbitrarily or capriciously.

**G. Cell Phones**

Each employee will be reimbursed at the rate of fifteen (\$15) a month paid annually in the month of June to offset the cost of his/her cellphone for the months the employee worked in the previous year.

**ARTICLE 13- EMPLOYMENT POSITIONS**

**A. Probationary Appointment**

The probationary appointee shall be considered to be a "regular employee" of the Department except for termination and grievance. The Town Manager shall have the right to make probationary appointments for a period not to exceed one (1) year from the date of graduation from the Criminal Justice Academy, and said one (1) year may be extended for a period not to exceed an additional three (3) months, if, in the opinion of the Town Manager, it seems to be required. If a probationary appointee is a graduate of the Criminal Justice Academy at the time he or she is hired, the Town Manager shall have the right to make a probationary appointment for a period not to exceed one (1) year, and said one (1) year may be extended for a period not to exceed an additional three (3) months, if, in the opinion of the Town Manager, it seems to be required. Probationary employees after six (6) months shall have access to the grievance procedure except for termination.

**B. Regular Appointment**

1. First Year

If, within one (1) year, the work of a probationary appointee has been satisfactory, the probationary appointee shall receive a regular appointment and shall receive the rate of pay for classification of Patrolman II.

2. Completion of Academy or Equivalent

Probationary employees will advance to the pay level of Patrolman III upon successful completion of the Academy or equivalent state certification as determined by the Chief if the Academy is no longer available. One (1) year after graduation from the Basic Law Enforcement Training Program the employee shall advance to Patrolman I. This includes a person who has been waived from the basic training requirement.

3. Lateral Transfer Incentive

Full time officers hired from another jurisdiction will receive a lateral transfer of up to eight (8) years of service rounded to the nearest number of years.

**C. Utility Member**

1. Appointment

There may be a utility member who shall be appointed by the Chief and whose hours of duty shall be at the sole discretion of the Chief. This employee shall not have access to the grievance procedure to grieve hours of duty even after the first six (6) months. This position shall not be subject to the same replacement and overtime requirements pursuant to Article 25 (Vacations) and Article 27 (Sick Leave). The utility member's salary shall be pursuant to Article 13 (Employment Positions) and Article 32 (Pay Schedule).

2. Schedule

The utility officer will work hours at the Chief's discretion while maintaining equal access to any overtime or details which may become available. The standard patrol position works rotating weeks with thirty-six (36) hours one week and forty-eight (48) hours the next. The utility position will average forty-two (42) hours per week and will receive over-time every other week only if the utility officer works beyond eighty-four (84) hours in that two-week cycle.

**D. Corporal**

There shall be two (2) Corporal positions subject to the staffing needs of the Department pursuant to Article 2 above. The Corporal will be placed on shifts with a Patrolman that is not filled with a Patrol Sergeant.

**E. Dismissal**

The Town Manager shall have the right to dismiss the probationary appointee at any time without the requirement of just cause.

**F. Pension Benefits**

All benefits will begin as of date of original hire as a regular employee.

**ARTICLE 14 – SUBSTITUTIONS**

**A. Rate Adjustments**

When any employee is assigned to cover a job carrying a higher rate of pay than that of the employee's own rate of pay, then the employee working in that position shall receive the higher rate of

pay for that work, but when assigned to cover a job carrying a rate lower than the employee's own rate of pay, then the employee shall receive the employee's regular rate of pay. If two (2) patrolmen are assigned to a shift then the Senior Patrolman will receive the pay rate of Corporal.

**B. On the Job Training**

1. Higher Rate of Pay

When any employee is assigned to cover a job carrying a higher rate of pay than the employee's own rate of pay for the purpose of "on the job training" to further the employee's training for the job, the employee shall receive the employee's regular rate of pay.

2. Definition – On the Job Training

On the job training shall mean an employee is receiving supervised training in the position for which the employee is being trained. The employee is to receive such supervised training from the rated "on duty" officer.

**C. Police Training Officer**

A Seventy-five cents (\$0.75) per hour stipend for active and trained Police Training Officer paid only during days actively involved in training.

**ARTICLE 15 – SENIORITY**

**A. Seniority List**

1. Establishment of List

The Department shall establish a seniority list of all regular hourly employees of the Department and it shall be brought up to date on January 1<sup>st</sup> of each year and posted on the Department bulletin board for a period of not less than thirty (30) days.

2. Posting and Transmittal of List

A copy of said list shall be given to the Representative of the Association and an additional copy transmitted to the Secretary of the Maine Association of Police.

3. Objection to List

Any objection to the seniority list as posted shall be reported, in writing, to the Chief, within ten (10) days after said posting or it shall stand approved.

**B. Type of Seniority**

Departmental seniority shall begin as of the original date of hire as a regular employee of the Department.

**C. New Employees**

All new employees who are considered to be regular employees shall have seniority rights.

**D. Lay Off and Recall**

1. Lay Off

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. Employees shall have a right to be recalled from lay-off according to their seniority for up to twelve (12) months after lay-off, providing said employees are qualified to fill the vacant position or positions.

2. Recall

For a period of twelve (12) months after lay-off, employees shall be recalled from lay-off according to seniority by certified mail, to the employee's last known address. It is the responsibility of the laid-off employee to furnish any change of address to the Town for recall notices.

3. Refusal of Recall

If, following a lay-off, the employee fails or refuses to notify the Town of the employee's intention to return to work within seven (7) calendar days after a written notice of recall is sent by certified mail to the employee's last address on record with the Town, the employee has waived that employee's right to recall. However, if the employee has previously informed the Chief or the Chief's designated representative in writing that the employee will be on vacation and will not be able to be reached, the employee will not be deemed to have waived that employee's right to recall. This period of vacation shall not be greater than fourteen (14) days.

**E. Seniority Rights**

An employee shall not forfeit seniority rights during absence up to one (1) year caused by illness or accident outside of the employee's working hours.



**ARTICLE 16 - CALL-INS**

**A. Call-in Time**

A call-in time shall be considered to be when an employee is called in for work on the employee's time off (other than court appearances).

**B. Hours**

1. Call in On Regular Day Off

If an employee is called in to work on the employee's time off, the employee shall be paid a minimum of four (4) hours at the rate of time and one half (1½) the employee's regular hourly rate.

2. Call in On Holiday

If called in on any of the holidays listed in Article 28, the employee shall be paid the minimum of four (4) hours at the rate of double time (2x) the employee's regular hourly rate, as well as the employee's regular holiday pay.

**C. Regular Shift**

1. Call-Ins Before or After Regular Shift

In no case shall work assignments which are attached to either end of an employee's work shift be treated as a call-in.

2. Call-In Replacement

If an employee needs to be replaced on a call-in, then the Chief or the officer in charge shall assign someone to cover and this shall be known as overtime and not a call-in.

**ARTICLE 17 – SERGEANTS**

**A. Sergeants and Corporals**

There shall be two (2) sergeant positions subject to the staffing needs of the Department pursuant to Article 2 above. The other Sergeant positions shall consist of twelve (12) hour shifts. The regular scheduled work week for Sergeant's and Corporals shall be a four (4) week cycle. The four (4) week cycle shall consist of two (2) weeks of thirty-six (36) hours each week and two (2) weeks of forty-eight (48) hours each week, which shall be called the "regular scheduled work week".

## **B. Detective**

### **1. Schedule and Pay Rate**

The Detective position shall not be subject to Articles 16, 21 and 19 (with the exception of Section F) nor sections A nor B of Article 18 of this Agreement. The Detective shall be paid at least bi-weekly for forty (40) hours, but overtime shall be calculated and based on one hundred seventy-one (171) hours in a twenty-eight (28) day period and the Chief shall have the discretion to use adjustment time following any week in which the Detective exceeds forty (40) hours of time worked. Overtime pay shall be at the rate of time and a half (1½) for this position. Adjustment time may not be more than thirty-two (32) hours in any twenty-eight (28) day period. The Chief shall have the right to schedule the hours of the Detective according to the needs of the Department. The Detective shall not have access to the grievance procedure to grieve hours of duty. The “on-call” duty time for this position shall be compensated at \$20.00 per day, which shall be scheduled at the discretion of the Chief.

### **2. Work on a Holiday**

In the event that the Detective is called to work on a holiday identified in Article 26, Section A, he or she shall be entitled to overtime, plus hours worked. Such holiday pay will not be subject to adjustment time. The Detective can elect to take overtime either as pay at the overtime rate or as compensatory time off, but may not accumulate more than forty eight (48) hours of compensatory time at a time and any further overtime must be taken as pay until he or she has dropped below forty eight (48) hours.

## **C. Appointment**

The Detective position may be appointed, at the Chief’s discretion, to any officer interested in applying for the position that has a minimum of two (2) years, full time service with the Rumford Police Department. If the Department cannot recruit a suitable candidate for Patrol after making at least two (2) hiring advertisements over the course of a four (4) week period, allowing two (2) weeks from the last advertisement for potential applicants to apply and contacting the MCJA to discuss any possible recruitment of current cadets, then the Chief may hire outside the Department for an experienced Detective.

## **D. Detective other than a Sergeant**

If this position is held by an officer that has not attained the rank of Sergeant, the position will be titled “Detective” in which case the Chief shall have the discretion to adjust the pay of the Detective. The Detective shall be eligible for overtime as a last resort as determined by the Chief and to receive overtime pay for hours worked. The period of appointment for the Detective shall allow for a rotating schedule within the discretion of the Chief.

**E. Canine Officer**

1. The canine officer will be reimbursed three and one-half (3.5) hours of overtime a week for daily care and maintenance of the canine. Said payment shall be made based on the officer's regular hourly rate of pay. This payment may be reduced by working a short shift in lieu of maintenance overtime
2. The Town agrees to pay for food and veterinary care for the canine. The canine is considered Town property, however, if the Town, for any reason decides to relinquish ownership of the canine, the canine officer shall have preference to purchase the dog.

**ARTICLE 18 –WORKING HOURS FOR OFFICERS**

**A. Work Week and Work Day**

The basic work week for Patrolman, Corporal and Sergeant shall be based on a four (4) week cycle of hours totaling one hundred and sixty-eight (168) hours and broken down in the following manner:

Two (2) shifts: 0600 to 1800 hours (dayshift)  
1800 To 600 hours (nightshift).

1. Work Day

A work day for patrol is defined as an “assigned 12-hour shift”.

2. Work Week

The work week shall start on Sunday at 0600 hours.

3. Work Cycle

The four (4) week cycle shall consist of two (2) weeks of thirty-six (36) hours each week and two (2) weeks of forty-eight (48) hours each week, which shall be called the “regular scheduled work week”.

4. Overtime

Overtime payment shall begin after the regular scheduled work week is completed or after hours worked beyond the twelve (12) hours in any one day.

**B. Work Schedule**

1. Change to Work Schedule

Employees shall be paid at least bi-weekly for the actual hours worked each week. Any change to the payroll schedule will not be implemented without a 60-day written notice from the Town to the Rumford Police Association members.

2. Change to the Work Cycle

The Town agrees that the four (4) week cycle of hours will not be changed during the term of this Agreement without the mutual agreement of the Chief, Town Manager and the Association.

3. Change to the Work Shift

The personnel assigned to a shift may be changed only once a year, unless mutually agreed upon between the Chief, Town Manager and the Association, during the term of this Agreement, such change to commence at 0600 hours on the second Sunday of January, and following thirty (30) days written notice to all employees to be affected by such change.

4. Pairing of Employees

If a new full-time employee is hired to fill vacancy in a shift, one (1) full time employee may be assigned to that shift and one (1) full time employee may be assigned from that shift to another shift, for the purpose of pairing the new employee with an experienced employee.

5. Restitution as a Result of Change

Any employees involved in any change pursuant to this Section shall be entitled to restitution for any monies lost as a result of such change and shall retain all rights and benefits previously enjoyed.

**C. Meal Period**

An employee shall be granted one-half (½) hour for a meal period during the employee's regularly scheduled work day, which shall be taken at such times when it will not interfere with the employee's duties. This meal may be at a restaurant and the employee shall notify dispatch when the employee starts and ends this period. Meals may not be eaten at home.

## ARTICLE 19 – OVERTIME

### **A. Overtime Assignment**

It shall be the decision of the Chief to fill vacant shifts. However, the Chief shall not have the discretion to order any employee in on a scheduled day off to fill a vacancy at straight time.

1. In the event of a vacancy created due to illness the following procedure will be used if the vacancy is to be filled:
  - a. The utility officer will be utilized if available.
  - b. If the utility employee is not available at straight time, the Chief may fill the vacancy with a reserve officer at straight time.
  - c. If a reserve officer is not available at straight time, the Chief may fill the vacancy at straight time.
  - d. If there is no employee (full or part-time) available at straight time, then the vacancy will be offered to the overtime list.
  - e. In the event that no employee is available from the overtime list, the mate shall be required to fill the vacancy.
2. In the event that police protection is required and a part-time officer is not available, the first regular employee called must accept this assignment.
3. Members of the Department shall work no more than two (2) consecutive sixteen (16) hour days unless an emergency situation arises. No employee of the Department shall work more than eighteen (18) hours in a workday unless an emergency arises.
4. The Chief may not lay off or change a regular employee's work shift, nor may the Chief reassign a regular employee to a lower rated job to fill a vacancy in order to accommodate a part-time employee.
5. An employee can elect to take overtime either as pay at the overtime rate or as compensation time off. An employee may not accumulate more than forty-eight (48) hours of compensation time at a time and any further overtime must be taken as pay until the employee has dropped below forty-eight (48) hours. The Chief can fill vacancies created by an employee exercising compensation time off at straight time.
6. In the event of a second or third vacancy, the same replacement order shall be used as on the dayshift; however, there shall be a minimum of two (2) officers on this shift.

**B. Outside Work**

In the assignment of outside work, not considered part of the regular employee’s duties, such as school department sports events, dances and non-profit events, the Chief shall attempt to fill said events from part-time employees. However, in the event that police protection is required and part-time employees are not available, the Chief shall assign regular employees to fill the assignment. Officers will be paid a straight forty-five dollars (\$45.00) per hour for special detail jobs or their applicable overtime rate, whichever is higher. If the assignment of outside work requested by private for-profit groups or companies, regular employees shall be given the first opportunity to work and the normal overtime rotation shall apply.

**C. Overtime List**

1. Distribution of Overtime

All overtime within the Department which is not worked by a part-time employee(s) shall be divided as equally as possible between all regular employees first asking the regular employee with the lowest amount of time to work the overtime, providing the employee is not working at the time of the request. A running list of extra hours worked by each full-time employee shall be kept by the Chief and posted on the bulletin board.

2. Exceptions to the Overtime List

This will be in effect except for “Call-Ins”. If a need arises for an Officer to be called in to report as soon as possible, Officers will be called in order of the closest distance from the police department to the furthest. In the event that Officers live approximately the same distance from the police department, the Officer with the lowest total hours from the overtime list will be called first.

3. Equalization of List

For purposes of the overtime list, upon return from a leave of absence of more than thirty (30) days, an employee will be deemed to have the number of extra hours worked equal to the average number of extra hours worked by all other employees of the same classification.

**D. Refusals**

If any employee refuses to work overtime, this employee shall be charged with the amount of hours refused. The person who agrees to work the refusal shall not be charged.

**E. Meals**

Any employee mandated to work an unscheduled sixteen (16) hour day shall be furnished with a hot meal, not to exceed the cost of eight dollars (\$8.00). Work involving 1800 hours to 0600 hours and 0600 hours to 1000 hours shift only, the Town agrees to provide six dollars (\$6.00) breakfast.

**F. Clean Up**

Employees who have to work a sixteen (16) hour day shall be given a twenty (20) minute personal clean up period to start at the end of the first twelve (12) hours.

**G. Overtime Pay**

All overtime pay shall be at the rate of time and one-half (1½) per hour. Such hourly payment to start after the completion of the regularly scheduled work day and/or work week, except for shift swaps for mutual convenience.

**H. Posting of Overtime Vacancies**

The Association agrees that the Chief shall have the control of the assignment and posting of overtime vacancies, when not in conflict with the above conditions.

**ARTICLE 20 - LONGEVITY PAY**

**A. Calculation**

Longevity shall be counted from the first year worked on the Police Department to the year presently completed and longevity pay shall be paid at least bi-weekly after completion of one (1) year of service, according to the following rate schedule:

1-2	\$13.00	2-3	\$26.00	3-4	\$62.40	4-5	\$83.20
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**B. Bi-Weekly Payments**

Longevity payments will be made at least bi-weekly. The above schedule is based on forty cents (.40¢) per week for each year of service completed, in addition to four dollars (\$4.00) for each five (5) years of service completed.

**C. Grandfathered Employees**

How longevity is paid shall change, but all employees with less than five (5) years longevity shall be grandfathered under the above pay plan.

**D. Effective July 1, 2016 Longevity will be paid on following schedule:**

1. Year 5

At year 5 a \$0.16 hourly wage increase.

2. Year 10

At year 10 a \$0.30 hourly wage increase.

3. Year 15

At year 15 a \$0.45 hourly wage increase.

4. Year 20

At year 20 a \$0.60 hourly wage increase.

5. Year 25

At year 25 a \$0.75 hourly wage increase.

**ARTICLE 21 - SHIFT DIFFERENTIAL**

Each employee shall be paid a shift differential of fifty cents (\$.50) per hour for the 1800 to 0600 hours shift.

**ARTICLE 22 - DRIVER'S LICENSE AND FIRE ARMS**

All employees of the Department are required to have a valid State of Maine driver's license. Employees who lose their license to drive or carry a firearm shall be placed on unpaid administrative leave. They will be allowed to return to work once the issue is resolved unless there is a pending disciplinary action or additional factors surrounding the loss of privilege that prevents the return.

**ARTICLE 23 - COURT APPEARANCE**

All off-duty employees who are to appear in District Court shall be paid at the rate of one and one-half (1½) their regular hourly rate. A minimum of two (2) hours will be allowed for the first appearance on any morning and for the first appearance any afternoon. In the case when an officer appears in Superior Court the day after a night shift, the officer may request the preceding night shift off, in which case the officer is not entitled to pay for the shift not worked and the Town may fill the resulting vacancy at straight time.

**ARTICLE 24 – CLOTHING**

**A. Annual Stipend**

The Town agrees to pay an annual clothing allowance of five hundred and seventy-five dollars (\$575.00) to maintain a uniform appearance before the public. At the end of the fiscal year, if there are monies left in an individual employee's clothing allowance, seventy-five dollars (\$75.00) may be carried over to the next fiscal year.

1. For Police Use Only

It is agreed that all clothing bought shall be for police use only and that all outer clothing worn shall match as closely as possible.



2. Presentation of Receipts

The Town shall receive copies of the receipts for clothing and shall make records available to employees.

4. Return of Serviceable Items

Distribution of the allowance and purchases under it shall be under the supervision of the Chief. Any item over seventy-five dollars (\$75.00) has to be turned in and judged unserviceable by the Chief.

5. Probationary Employees

Probationary Appointees will be outfitted with the following uniforms upon starting on duty (summer and winter grade - depending on season):

Three (3) shirts	One (1) pair boots
Three (3) trousers	One (1) pair gloves
One (1) complete leather or nylon gear	One (1) tie
One (1) hat	Jackets

6. Chief's Rights

It is understood that the Chief has the right to prioritize the purchases made under the clothing allowance.

7. Additional Items

Items other than those on the list may be purchased with the approval of the Chief; however, these purchases shall not create a past practice.

Six (6) - tee shirts per year	One (1) set long underwear per four (4) years
One (1) – Stetson (summer)	One (1) - car coat (winter)
Two (2) - ties black/blue	Three (3) - pairs pants
Three (3) - winter shirts w/patches	One (1) - pair boots summer
One (1) - summer jacket	One (1) - pair boots winter
One (1) - pair gloves (winter)	Six (6) - pair summer stockings per year black/blue
One (1) - rain jacket	Collar Brass
One (1) – briefcase	Name tags
Six (6) - pair winter stockings per year black/blue	Tie clasps
Dry cleaning	

## ARTICLE 25 - LEAVE OF ABSENCE

### **A. Authorized Absence from Work**

Leave of absence may be granted by the Town Manager and shall be understood to mean authorized absence from work with the Department.

### **B. Leaves of Absence Without Pay**

Leave of absence without pay granted to an employee may not be considered to be overtime for regular employees, and the Chief may assign reserve police officers if available.

### **C. Extended Sick Leave**

Employees who have been on extended sick leave beyond three (3) consecutive days, or who request a medical leave of absence, may be asked to present a medical doctor's letter indicating the reason for such sick leave. The Town Manager shall grant a medical leave of absence without pay upon the request of any regular employee for a period not to exceed ninety (90) days with a doctor's letter indicating the reason such leave is needed.

### **D. Family Medical Leave**

The provisions of the Family Medical Leave Act shall be incorporated into this Agreement by reference to the Town Policies.

## ARTICLE 26 – VACATIONS

### **A. Time Taken**

#### 1. After One Year of Continuous Service

All regular employees of the Department shall be entitled to two (2) weeks or ninety (90) hours vacation time with pay, after the completion of one (1) full year of continuous service.

#### 2. After Three Years of Continuous Service

An additional week of vacation time, with pay, shall be granted, for a total of three (3) weeks or one hundred and thirty-five (135) hours, after the completion of three (3) years of continuous service.

#### 3. After Eight Years of Continuous Service

An additional week of vacation time, with pay, shall be granted for a total of four (4) weeks or one hundred eighty (180) hours, after the completion of eight (8) years of continuous service.

4. After Eighteen Years of Continuous Service

An additional week of vacation time, with pay, shall be granted, for a total of five (5) weeks or two hundred and twenty-five (225) hours, after the completion of eighteen (18) years of continuous service.

5. Minimum Qualifications

In order to qualify for vacation pay in any subsequent year, an employee must have worked a minimum of one thousand (1000) hours in the previous calendar year. Additional earned weeks of vacation based on years of service will not be eligible to be taken until the employee has reached or surpassed the employee's anniversary date.

**B. Time Taken When Due**

After one (1) year of service, one (1) week of vacation may be carried over to the following year, but must be used by June 1st of each year. One (1) week of vacation may be requested to be paid in lieu of vacation time taken within the calendar year. Otherwise, vacation time must be taken within the calendar year when it is due; that is, vacation time cannot be accumulated; any unused time shall be paid to the employee upon the employee's retirement or to the employee's beneficiary upon the employee's death. Otherwise, no payment shall be allowed in lieu of vacation, except by approval of the Town Manager to cover some extenuating circumstances.

**C. Seniority**

Vacation time for all employees shall be designated by the Chief, who shall, in making up the vacation schedule, give preference whenever possible, according to the Department seniority of the employees.

**D. List Posted**

The vacation list shall be posted before January 1<sup>st</sup>. Employees with the most seniority shall have preference if applied for before April 1<sup>st</sup>, unless an emergency arises; thereafter, it shall be first-come, first-served. No employee shall take more than two (2) weeks of the employee's allowable time during the period of June 30<sup>th</sup> and September 1<sup>st</sup>, except when it will not interfere with some other employee from having at least part of the employee's vacation time within this period.

**E. Vacation Black Out Period**

No employee shall take vacation time during the last full week of December to include the New Year's holiday.

**F. Vacation Restrictions**

One (1) Sergeant or Corporal and one (1) Patrolman will be allowed vacation in the same period if so desired, and departmental seniority shall govern the assignment of this vacation time.

**G. Use of Vacation by Single Days**

Two (2) weeks of vacation may be taken on a daily basis consisting of three vacation days with the remaining nine (9) hours will remain as vacation days for later use.

**ARTICLE 27 – HOLIDAYS**

**A. Recognized Holidays**

1. The following listed holidays shall be paid holidays:

New Year’s Day	President’s Day	Memorial Day
Fourth of July	Labor Day	Veteran’s Day
Thanksgiving Day	December 24 <sup>th</sup>	Christmas Day
Three (3) Personal Days		

2. Absence of Vacation on a Holiday

It is agreed by the Town that if an employee is absent, on a scheduled day off, or on annual vacation on any of the above listed holidays, the employee shall qualify for a full day’s pay.

3. Time Off Before or After a Holiday

It is also agreed by all that if an employee does not work that employee’s scheduled day before or after the holiday, the employee must show documentation from a hospital or physician that the employee should be excused due to illness. The employee will only receive holiday pay if documentation is given to the supervisor upon return to work, except if other extraordinary conditions prevented the employee from working.

**B. Holidays Worked**

The Town agrees that if an employee has to work any of the above listed holidays, except Christmas, the employee shall be paid at the rate of time and one half (1½) for those hours worked in addition to the employee’s holiday pay, and for all hours worked on Christmas Day, the employee shall be paid at the rate of double time (2x) in addition to the employee’s holiday pay.

**C. Personal Day**

1. Chief's Approval

A personal day may be taken at any time with the approval of the Chief. Employees may take three (3) personal days per contract year.

2. Use of Reserve Officers

Vacancies created by the use of the personal day may be filled by reserve officers or at straight time prior to asking regular officers.

3. Days Not Used Cashed In

Employees may take the personal day(s) off or in the event that they are not utilized, the remaining personal day(s) may be cashed in at the end of the contract year.

4. Day Combined with Vacation

A personal day(s) may be combined with vacation by prior approval of the Chief.

**ARTICLE 28 - SICK LEAVE**

**A. Accumulation**

1. Monthly Accumulation

All regular employees shall start to earn sick leave time, with pay, beginning with their first full month of hire. Employees shall accumulate sick leave time as long as they are with the Department at the rate of one (1) day per month for each month of service completed.

2. Maximum Accumulation

No employee may accumulate more than seventy-five (75) days of sick time, with pay, at one (1) time.

3. During Work Related Absence

Work days used for sick leave will be deducted from the total accumulated days. Sick leave shall not be accumulated while an employee is away from work due to a compensable work-related injury or illness.

**B. Notification**

1. No Less than One Hour

Employees must notify the Chief or the Chief's designee as soon as possible, but in no case less than one (1) hour prior to starting time of said employee's shift in order to draw sick leave benefits, with pay, unless circumstances make it impossible to do so.

2. Providing Location and Phone Number

An employee when notifying the Chief or the Chief's designee of illness must provide the location and a phone number where the employee can be reached and the nature of the employee's illness. The Chief or the Chief's designee shall have at their discretion the right to verify the fact that an employee is not at the said location. Verification shall not be arbitrary or capricious. Failure of the employee to comply with this article shall result in progressive discipline.

**C. Personal Sickness**

It is agreed the only reason for sick leave shall be for personal sickness, disability, or maternity leave. No extension of sick leave, not accumulated, shall be permitted except by permission of the Chief and/or Town Manager to cover some exceptional conditions. (The parties recognize the existence of the Family and Medical Leave Act and the Town's obligation there under.)

**D. Paid Sick Leave**

1. Based on Scheduled Hours

An employee shall be paid sick leave on the basis of scheduled hours the employee would have received had that employee worked.

2. Illness Which Renders Employee Unable to Perform

Any employee becoming ill off duty, with an illness which renders such employee unable to perform the employee's duties with the Department, shall receive sick leave with pay. Such sick leave is to be charged against the employee's sick leave time.

3. Illness of Injury While Engaged in Outside Employment

If a member is injured while engaged in gainful employment on the employee's time off, the employee shall not be entitled to the Department sick leave payments. Rather, the employee should ascertain that the Town has provided insurance coverage while that employee is working. If there is no such coverage, the employee should carry such for the employee's protection. This does not apply to any of the assigned Department extras or to any outside work that necessitates the wearing of the employee's uniform to represent to the public that the employee is on police duty.

4. Illness in Midst of Shift

If any employee leaves work because of non-duty disability after having started the employee's shift, the employee shall receive pay for the actual amounts of hours worked and the balance of the shift shall be debited against the employee's sick leave.

5. Work Related Illness or Injury

An employee's time off work covered by Worker's Compensation shall not be charged against the employee's sick leave time.

6. Monthly Posting of Sick Leave Accumulation

The Chief shall prepare and post a list each month showing each employee's sick leave accumulation.

**E. Sick Leave Posting Policy**

1. Conditions For Posting

All employees are expected to report to work as scheduled and work their scheduled hours as well as overtime which they have agreed to work. When an employee has frequently been absent (five (5) incidents or more in any twelve (12) month period), or has absences that exhibit patterns, or is absent for lengthy periods, the employee may be "posted" by the Chief. An employee who has been "posted" shall receive notification of "posting" along with the incidents of absences for the preceding twelve (12) months, with a copy going to the Association President.

2. Unexcused Absence

An unexcused absence for consecutive scheduled work time shall be considered a single occurrence for purposes of corrective action. An "occurrence" will not be charged to an employee for an absence for the following leaves, providing the employee receives advance approval in accordance with departmental policy:

- a. Bereavement;
- b. Vacation;
- c. Jury Duty;
- d. Military Leave;
- e. Medical, Maternity or Paternity Leave;
- f. Leave of Absence (emergency basis).
- g. For each unexcused or unapproved occurrence after posting, the employee will be subject to:

- Step 1 - 1<sup>st</sup> occurrence within twelve (12) months - written reprimand
- Step 2 - 2<sup>nd</sup> occurrence within twelve (12) months - suspension of one week without pay. (Disciplinary notice may be placed in employee's file with time off waived at the discretion of the Chief).
- Step 3 - 3<sup>rd</sup> occurrence within twelve (12) months- discharge. If an employee goes for a period of six (6) consecutive months without an unexcused or unapproved occurrence, the employee shall be relieved of "posting" status. The posting of an employee is subject to the grievance process.

### 3. Indications of Abuse

When the Chief believes there has been a pattern of absences which may indicate sick leave abuse, when there have been five (5) or more occurrences, or when there has been an absence of two (2) (or more) consecutive days, the Chief may request an employee to submit a physician's slip giving a medical explanation for the reason for the absence. In the event that public law requires that the Town compensate the employee for said physician's visit, the Town will agree to abide by such law.

#### **F. Sick Leave**

In order to initiate a sick leave bank, the parties agree to the following:

An individual employee may accumulate no more than seventy-five (75) days sick time. When an employee has accumulated the maximum number of sick leave days, an additional sick leave day that might have been earned will be placed into the sick leave bank. The sick leave bank is to be used in an emergency situation where the employee has exhausted the employee's accumulated sick leave and vacation. The total number of days that may be in the pool will not exceed one hundred (100). Use of the sick leave bank will be at the discretion of the Association, subject to the above stated conditions.

#### **G. Incentive**

A member of the Department will earn one (1) personal day for the following year in any calendar year that a member does not use any sick leave.

#### **H. Payout of Sick Leave**

Upon retirement, employees will be paid from their accrued sick leave at their then hourly rate as follows:

##### 1. July 1, 2019

Up to eighty (80) hours.



2. July 1, 2020

Up to one hundred sixty (160) hours.

3. July 1, 2021

Up to two hundred forty (240) hours.

**ARTICLE 29 - INJURY ON DUTY**

**A. Expenses**

The Town agrees to pay all hospital, medical and surgical expenses incurred by an employee who is injured in the performance of the employee's duties to the extent required under the Worker's Compensation Law of the State of Maine.

**B. Compensation Insurance**

The Town will provide Worker's Compensation insurance for all employees. The Town will diligently process all claims pertaining to on-the-job injuries.

During an absence resulting from a disability specifically covered by Workers' Compensation, the Town will pay the employee's average weekly rate of pay at least bi-weekly and the employee will turn over to the Town all the employee's Workers' Compensation payments for loss of income during the period of disability. The Town will not be liable for any payments under this provision for any Workers' Compensation filed on an employee's behalf which is not validated through due process as provided by Maine Workers' Compensation statutes. The Town will not be liable for continued payments under this provision after the termination of Workers' Compensation benefits by due process or the settlement of a claim, whichever comes first. These payments will continue for a maximum period of one (1) year from the date of injury provided that the employee is receiving compensation for total incapacity under the Worker's Compensation Laws of the State of Maine. The Town reserves the right to assign the employee to light duty in order to eliminate or reduce such payments.

**C. Notification**

All injuries, regardless of how minor, shall be reported to the Chief, in writing, within twenty-four (24) hours of date of injury by the employee, or if unable to do so, by the Officer in charge at the time of the injury. In any case, the Officer in Charge or on-call supervisor shall be notified immediately of the injury.

**ARTICLE 30 - FUNERAL LEAVE**

**A. Death of Immediate Family Members**

The Town shall allow three (3) days off, with pay, to any employee of the Department because of death in the immediate family. "Immediate family" shall mean spouse, child, mother, father, sister,

brother, mother-in-law, father-in-law, guardian, step-parents, step-children, grandparents and grandchildren of the employee.

**B. Death of Other Relatives**

The Town will allow one (1) day off with pay for funeral leave for the grandparents of the employee’s spouse as well as a Brother-in-law or Sister-in-law.

**C. General**

If an employee has a scheduled day or days off falling within the funeral leave, this period will not be paid for.

**ARTICLE 31 – TRAINING**

All training sessions set up by the Chief or the Chief’s assigned training officers will be attended by all employees who are so requested by the Chief or the Chief’s assigned training officer. They will be paid at the rate of time and one-half (1½) provided they have worked a regular work week beyond training time for the week. If they have not worked a regular work week, they will be paid for training at straight time. Employees who have just worked a sixteen (16) hour shift or who are on vacation will be excused by the Chief. This position shall not apply to employees sent to the Police Academy for required training. No officer shall be paid for more than actual training or travel time on out of town training. All pay for training shall meet or exceed the minimum standards as set forth in the Fair Labor Standards Act.

**ARTICLE 32 – INSURANCE**

**A. Health Insurance**

The Town agrees to provide at the Town’s expense health insurance coverage for its employees. The Town shall pay the full premium for individual coverage for each Employee. If the employee exercises the employee’s option for dependent coverage under the plan, the Town will contribute seventy percent (70%) of the cost of dependent or family coverage and the employee shall pay thirty percent (30%) of the cost of dependent or family coverage. The “cost of dependent or family coverage” means the difference between the total premium for such coverage and the premium for individual coverage under the same plan.

1. February 1, 2020

Effective February 1, 2020 employee will contribute 14% towards the cost of the health insurance premium The Town shall provide health insurance coverage through the Maine Municipal Employees Health Trust-a Health and Accident Insurance Plan known as “Maine Municipal Employees Health Trust PPO 500 Plan and Major Medical Insurance”.

2. Effective July 1, 2020

Effective July 1, 2020, employees will contribute 14.5% towards the cost of the premium.

3. Effective July 1, 2021

Employees will contribute 15% towards the cost of the premium.

4. Health Reimbursement Account

The Town agrees to provide a Health Reimbursement Arrangement (HRA) to reimburse employees one hundred percent (100%^) of the total out of pocket expenses as defined by the Plan. For employees enrolled in single coverage, the current maximum HRA reimbursement will be one thousand five hundred dollars (\$1,500.00) annually and for employees with dependent coverage, the current maximum HRA reimbursement will be three thousand dollars (\$3,000.00) annually. The HRA will reimburse deductible and co-insurance costs from the initial cost incurred. Each claim will be reimbursed 100% through the HRA subject to the aforementioned annual maximums. The HRA will be administered by a third-party administrator.

**B. Dental Insurance**

The Town shall provide dental insurance for the employee up to and not to exceed eight dollars (\$10.00) per week.

**C. Oral Surgery Provision**

Upon the execution of this contract, the Town shall provide for each employee covered at the time of the signing of this contract a reimbursement of up to a maximum of three thousand dollars (\$3,000.00) for oral surgery as covered under the POS-C Plan. This provision may be used by employees and their Town-insured family members for oral surgery and related matters that are not going to be covered under the new health insurance plan. The oral surgery provision will not apply to employees hired on or after July 1, 2013. The Town will work with employees to maximize employee's tax benefits related to the oral surgery provision reimbursement, as long as this does not cost the Town anything. This provision will be for the sole purpose of reimbursement for any oral surgeries not covered by the current insurance coverage.

**D. Cash in Lieu**

Any employee may elect to decline the Town of Rumford's health insurance coverage, provided the employee is able to show proof of outside health insurance coverage. Any employee electing not to be provided health insurance by the Town of Rumford under these conditions will be paid fifty percent (50%) cash in lieu of the coverage, at a rate for single health insurance coverage. The total of this benefit shall be averaged and the payment shall be made and distributed each pay period for the time the insurance coverage would have been in effect. Employees leaving the Department that have elected this benefit shall be paid a pro rata share of the buyout.

**ARTICLE 33 - PAY SCHEDULE**

1. Effective July 1, 2019 –June 30, 2020 (2.5 %)

Sergeant	\$24.31 per hour
Sergeant (Detective)	\$24.59 per hour
Corporal	\$23.10 per hour
Corporal (Detective)	\$23.31 per hour
Patrolman (Detective)	\$23.01 per hour
Patrolman I	\$22.60 per hour
Patrolman II	\$21.94 per hour
Patrolman III	\$20.16 per hour
Probationary Appointee	\$19.53 per hour.

2. Effective July 1, 2020 –June 30, 2021 (3 %)

Sergeant	\$25.04 per hour
Sergeant (Detective)	\$25.33 per hour
Corporal	\$23.80 per hour
Corporal (Detective)	\$24.01 per hour
Patrolman (Detective)	\$23.70 per hour
Patrolman I	\$23.28 per hour
Patrolman II	\$22.59 per hour
Patrolman III	\$20.77 per hour
Probationary Appointee	\$20.11 per hour

3. Effective July 1, 2021 –June 30, 2022 (3 %)

Sergeant	\$25.79 per hour
Sergeant (Detective)	\$26.09 per hour
Corporal	\$24.51 per hour
Corporal (Detective)	\$24.73 per hour
Patrolman (Detective)	\$24.41 per hour
Patrolman I	\$23.98 per hour
Patrolman II	\$23.27 per hour
Patrolman III	\$21.39 per hour
Probationary Appointee	\$20.72 per hour.

**ARTICLE 34 - PENSION PLAN**

The Town agrees to furnish the members of the bargaining Association with the following pension plan under the provisions of the Maine State Retirement System.

**A. January 1, 2020**

The Town shall provide a pension plan for members in the Maine Public Employees Retirement System (MEPERS) 2C plan. Existing employees will be transferred to the 2C plan on or about January 1, 2020 and new employees will be offered the 2C plan upon being hired.

**B. Employee Contributions**

There shall be deducted from the weekly gross compensation of each member, six (6%) percent of said compensation for employee contribution to the Maine Public Employees Retirement System. Employees hired after January 1, 2020, however, shall pay the 2C employee contribution rate as determine by MEPERS. The gross weekly compensation shall mean the Department payroll.

**ARTICLE 35 – EDUCATIONAL INCENTIVE**

The Town shall reimburse an officer for fifty percent (50%) of the tuition, fees, and books for up to four (4) courses per twelve (12) month period. In order for an officer to qualify for reimbursement, said officer must maintain a minimum grade of eighty (80) in a course and which relates to the multitude aspect of a law enforcement career. This includes, but not limited to, criminal justice, criminal law, mental health, administration/management, and management. The officer must take the course outside of duty hours. In addition, the officer must remain in employment with the Rumford Police Department for a five (5) year period after the payment of the course by the Town or reimburse and indemnify the Town for the tuition and book payment made by the Town for the course. In the event that an officer who has participated in the educational incentive program is subject to a lay-off by the Town, that Officer shall not be required to reimburse the Town.

**ARTICLE 36 - MEDICAL AND PHYSICAL FITNESS**

**A. Medical and Physical Exams**

1. Annual Medical Exam

The Town and the Association recognize that law enforcement is a demanding occupation requiring an acceptable level of physical fitness. In order to maintain an acceptable level of fitness for police officers, officers shall receive a medical examination, annually to occur before the anniversary date of an officer’s employment with the Department, to determine the officer’s level of physical fitness, based on the officer’s gender, age, job description and existing physical handicaps. The Town shall designate the doctor for this examination and shall pay for any co-payments or deductibles for the examination that cannot be billed to the Town.

2. Post Exam

After the medical examination, the doctor will outline a physical fitness program which would lead to the employee to conform to the minimum physical fitness standard set for beginning police officers by the Maine Criminal Justice Academy. Failure of any officer

to achieve any particular level of performance will not be grounds for any disciplinary action. However, failure of an officer to follow, in good faith, the plan provided by the physician shall be cause for progressive discipline.

3 Disposition of Records

All medical evaluations, recommendations and fitness reports shall be made a part of the employee's personnel record.

**B. Physical Fitness Incentive**

Employees may, on their own time and at their own expense, participate in an annual physical fitness assessment. This assessment shall be administered by the Chief or his/her designee. Any Officer that successfully completes this assessment, at the entry level set forth by the Maine Criminal Justice Academy for their age bracket, shall be awarded eight (8) hours compensatory time. There shall be no disciplinary action for any officer that chooses not to participate in this voluntary assessment or for an Officer that participates and fails to successfully complete the assessment.

**ARTICLE 37 - OUTSIDE EMPLOYMENT**

At no time will any regular employee undertake any outside employment in the employee's capacity as a police officer without first securing permission from the Chief.

**ARTICLE 38 - PROMOTIONS**

**A. Eligibility List**

All police promotion eligibility lists shall expire one (1) year (12 months) after the list was published. An officer must have been employed with the Department a minimum of three (3) years prior to becoming eligible for promotion to the Sergeant Position and two (2) years for the Corporal position. An officer may elect to keep a written exam score for up to two (2) years, or may elect to retake a written exam after an eligibility list has expired. Promotions within the Department shall be pursuant to the following procedure:

1. Written Exam

All officers eligible for promotion must take a written examination which shall be testing through IPMA or another equivalent testing service at the discretion of the Chief. In order to proceed further in the promotion process, an officer must score a minimum of seventy (70) points.

2. Eligibility for Oral Board

Eligible officers, who have scored a minimum score of seventy (70) points on the written exam, will then proceed to the oral board. The oral board shall be comprised of the following individuals to be appointed by the Chief of Police: two (2) officers from the

Rumford Police Department; two (2) officers outside the Rumford Police Department; and two (2) civilians.

3. The following criteria shall be used for promotion:

- a. Associate's Degree in Criminal Justice\* two percent (2%)
- b. Bachelor's Degree in Criminal Justice\* four percent (4%)

\*However, promotion candidate will only get credit for Bachelor's Degree in the event that candidate has both an Associate's and Bachelor's Degree in Criminal Justice

- c. Up to one thousand (1,000) hours of Maine Criminal Justice Academy in service training [based on one-half percentage (1/2%) point per one hundred (100) hours] five percent (5%)
- d. Seniority for full time employment at the five (5%) Rumford Police Department [based on a maximum of 5%, one-half percent (1/2%) for each full year of service, up to ten (10) years].
- e. Seniority for full time police employment one percent (1%) outside the Rumford Police Department, [based on one-half percent (1/2%) points per year, up to one percent (1%) for a maximum of two (2) years not to exceed five percent (5%); however, a promotional candidate will only receive a maximum of five percent (5%) for seniority].
- f. Written Exam thirty-five percent (35%)
- g. Oral Board forty-five percent (45%)
- h. Chief's Valuation six percent (6%)

**ARTICLE 39 – RESIDENCE**

Employees are required to maintain a residence which will enable them to report to the Department for emergencies. The limit for this residency requirement shall mean that an employee must live within either forty (40) miles or forty-five (45) minutes from the Rumford Town line.

**A. Emergency Call-Ins**

Due to the nature of police work, the parties understand that often an officer is needed as soon as possible. It is understood, by both parties, that officers will be called in order of distance from the police department that they reside. This will occur for "Call-in's" only, where an Officer is needed as soon as possible. In the event that officers live approximately the same distance from the police department, the officer with the lowest total hours on the overtime list will be called first. A list will be maintained of Officers, along with their address and the distance from the police department for this purpose.

This shall be in effect for Article 16, Section A “Call-Ins”. This shall also be in effect for Article 19, Section C “Overtime list”.

**ARTICLE 40 - HEALTH AND SAFETY**

**A. Safety and Health Policy**

The police department shall adopt an official written departmental occupational safety and health policy that identifies specific goals and objectives for the prevention and elimination of accidents and occupational injuries, exposures to communicable diseases, illnesses and fatalities.

**B. Roles and Responsibilities**

It shall be the responsibility of the police department to research, develop and implement an occupational safety and health program that recognizes and reduces the inherent risks involved in the operations of a police department. The Chief shall be responsible for enforcing the occupational safety and health program. The police department shall be responsible for compliance with all applicable laws and legal requirements with respect to the safety and health of its members and shall establish and enforce rules, regulations and standard operating procedures for this purpose. Each individual member of the police department shall cooperate, participate and comply with the provisions of the occupational safety and health program. It shall be the right of each member to be protected by effective occupational safety and health program and to participate in or be represented in the research, development, implementation, evaluation and enforcement of the program.

**C. Occupational Safety and Health Committee**

An occupational safety and health committee shall be established. The committee shall include the following members:

1. Two (2) representatives of the police department management;
2. Two (2) individual members of the Rumford Police Association.

The purpose of this committee shall be to conduct research, develop recommendations and study and review matters pertaining to occupational safety and health within the police department.

**D. Federal and State Safety Laws**

All equipment purchased by the Town and used by the Employees covered by this Agreement shall meet, at a minimum, the requirements of all federal and State safety and health laws.

**E. Occupation Safety and Health**

All matters of occupational safety and health will be handled directly between the Association and the Chief or his designee. Their recommendations will be directed toward the rapid and effective solutions of all safety and health problems.



**ARTICLE 41 – TERM**

**A. Effective Date**

Agreement shall be effective July 1, 2019 and shall expire June 30, 2022, unless otherwise noted.

**B. Notice to be Sent**

Any notice provided for by this Agreement shall be deemed to have been duly sent as of the date of mailing thereof if in writing and sent by registered mail, postage prepaid, and addressed to such other party hereto, at the address given below:

TOWN MANAGER  
Municipal Building  
145 Congress Street  
Rumford, ME 04276

CHAIRMAN, BOARD OF SELECTPERSONS  
Municipal Building  
145 Congress Street

PRESIDENT, POLICE ASSOCIATION  
Rumford Police Department  
Rumford, ME 04276

*IN WITNESS WHEREOF*, the parties hereto have set their hands this \_\_day of May, 2020.

BOARD OF SELECTPERSONS

MAINE ASSOCIATION OF POLICE

\_\_\_\_\_  
Christopher Brennick, Chairperson

\_\_\_\_\_  
President Rumford Police Association

\_\_\_\_\_  
Frank Diconzo, Vice-Chairperson

\_\_\_\_\_  
Mark Belanger, Selectperson

\_\_\_\_\_  
Peter Chase, Selectperson

\_\_\_\_\_  
John Pepin, Selectperson