

SERGEANT
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE TOWN OF FALMOUTH, MAINE
AND
THE MAINE ASSOCIATION OF POLICE

2024-2027

Table of Contents

PREAMBLE	1
ARTICLE 1 – RECOGNITION	1
ARTICLE 2 – ACCESS TO PREMISES	1
ARTICLE 3 – BEREAVEMENT LEAVE.....	1
ARTICLE 4 – BULLETIN BOARD	1
ARTICLE 5 – CLOTHING ALLOWANCE.....	2
ARTICLE 6 – UNION SECURITY	3
ARTICLE 7 – DUES DEDUCTION.....	3
ARTICLE 8 – EMPLOYEE RIGHTS.....	3
ARTICLE 9 – GRIEVANCE PROCEDURE.....	4
ARTICLE 10 – HOLIDAYS	5
ARTICLE 11 – HOURS AND OVERTIME.....	6
ARTICLE 12 – INSURANCE: LIFE, HEALTH AND INCOME PROTECTION ...	8
ARTICLE 13 – JURY PAY.....	10
ARTICLE 14 – MANAGEMENT RIGHTS	10
ARTICLE 15 – ON-THE-JOB INJURIES	11
ARTICLE 16 – PAY FOR SPECIAL DETAILS.....	11
ARTICLE 17 – PENSIONS.....	11
ARTICLE 18 – PHYSICAL FITNESS INCENTIVE.....	13
ARTICLE 19 – PROBATION PERIOD	14
ARTICLE 20 – RESIDENCE CLAUSE	14
ARTICLE 21 – SENIORITY AND PERSONNEL REDUCTION	14
ARTICLE 22 – SEVERABILITY.....	15
ARTICLE 23 – SICK LEAVE	15
ARTICLE 24 – STRIKES AND SLOWDOWNS PROHIBITED.....	16
ARTICLE 25 – SUBSTITUTIONS.....	16

ARTICLE 26 – UNION ACTIVITIES.....17
ARTICLE 27 – VACATIONS.....17
ARTICLE 28 – WAGES.....18
ARTICLE 29 – EDUCATION21
ARTICLE 30 – TERM OF AGREEMENT.....22
WAGE SCHEDULE 23
MOU REFERRAL BONUS 24

PREAMBLE

This Agreement is made and entered into this first day of July 2024, by and between the Town of Falmouth, Maine, hereinafter referred to as the “Town” and the Maine Association of Police, hereinafter referred to as the “Union.”

ARTICLE 1 – RECOGNITION

The Town hereby recognizes the Union as the sole and exclusive collective bargaining representative of all regular, full-time police officers at the rank of Sergeant in the Falmouth Police Department and Public Safety Department who are public employees pursuant to 26 M.R.S.A. § 962 (6).

ARTICLE 2 – ACCESS TO PREMISES

With the permission of the Police Chief, representatives of the Union may enter Town premises for the investigation of pending disputes under the Agreement. A list of authorized Union representatives who may enter Town premises shall be furnished by the Union within forty-five (45) days of the effective date of this Agreement to the Town Manager and the Police Chief. The Union shall keep the Town informed of its current business agent and stewards.

ARTICLE 3 – BEREAVEMENT LEAVE

- A. A regular employee shall be excused from work for up to forty (40) work hours, upon request, because of the death in his/her immediate family, as defined below, and shall be paid his/her regular rate of pay for the scheduled working hours missed. It is intended this time off be used for the purpose of handling necessary arrangements and attendance at the funeral. Immediate family is hereby defined to mean spouse, children, step-children, parents and step-parents. Three days shall be granted because of a death of brothers, sisters, grandmothers, grandfathers, grandchildren, mothers-in-law, and fathers-in-law for purposes of handling necessary arrangements and attendance at the funeral. One day shall be granted for the attendance at a funeral of brothers-in-law, sisters-in-law, aunts or uncles.
- B. Extensions of bereavement leave may be made by the Police Chief upon request by the employee. Said extensions will be charged to the employee’s accrued sick leave.

ARTICLE 4 – BULLETIN BOARD

The Town agrees to provide a bulletin board at the Public Safety Building for the posting of appropriate Union notices. In no case shall information be posted that is obscene, profane or derogatory to any individual or Town official. In the event of a dispute as to

the appropriateness of the material posted, material shall be removed until the dispute is resolved.

ARTICLE 5 – CLOTHING ALLOWANCE

- A. The Town agrees to provide the following uniforms and equipment for regular employees covered by this Agreement for the normal acquisition and replacement of uniforms with the understanding that a sergeant will be provided only the necessary uniforms and equipment needed to maintain a professional appearance and to perform their duties as determined by the Police Chief, with the understanding that the Police Chief, at his/her discretion and based upon need, may exceed the following limits. Sergeants receive an annual clothing allowance of \$500.00.
- B. The term “uniform” under this section shall be construed to include:
- Sergeant – Hats, shirts, pants, jackets (winter and summer), gloves, ties, shoes or boots and re-soling of same, turtlenecks and winter caps.
- C. The Town agrees to pay one hundred percent (100%) of the replacement cost of equipment, with said equipment to be replaced on an as-needed basis, provided said equipment has not been lost or destroyed by negligence of the employee. Requests for replacement of equipment shall be in writing to the Police Chief or designee. The term “equipment” shall be construed to include:
- Equipment – two badges (hat and breast), weapons (one (1) semi-automatic), cuffs, o/c spray, expandable baton, collar brass, cloth/metal insignia, ammunition, whistle, flashlight, holster, cuff-case, baton holder, belt stays, S.B. belt and magazine pouch, name tags, service ribbons, protective vest.
Sergeants will be required to wear the protective vest at all times.
- D. The Town agrees to repair or replace the following items of personal property, if damaged in the line of duty: eyeglasses/eye wear, dentures, and watches. The repair or replacement of watches shall be a maximum cost to the Town, per incident, of sixty dollars (\$60.00).
- E. The Town agrees to pay a dry-cleaning allowance of Twenty Dollars (\$20.00) per month for the care of uniforms for sergeants.

This allowance will be paid annually between December 1– December 15.

ARTICLE 6 – UNION SECURITY

All employees shall have the right to either join or not join the Union, except as otherwise provided herein. No employee shall be favored or discriminated against either by the Employer or by the Union because of his/her membership or non-membership in the Union. The Union recognizes its responsibilities as bargaining agent and agrees to represent all unit members without discrimination, interference, restraint, or coercion.

Any employee who chooses not to become a Member of the Union, or any Member who chooses to cease to be a Member, shall be bound by such choice as provided in this Article.

Any Member may change his/her status with respect to membership but only during the twenty (20) day period immediately prior to the expiration of the collective bargaining agreement then in effect by giving written notice of the same to the Employer and the Union during that period. Otherwise, their current membership status shall continue to the next opt out period in the next pending contract.

ARTICLE 7 – DUES DEDUCTION

- A. The Town shall deduct regular bi-weekly dues upon receipt of signed authorization from employees (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.
- B. The Town shall forward all such dues so collected to the Secretary/ Treasurer of the Union each month succeeding the month in which deductions were made.
- C. Town's Indemnification. The Union shall indemnify, defend and hold the Town harmless against all claims and suits which may arise as a result of any action taken pursuant to this Article.

ARTICLE 8 – EMPLOYEE RIGHTS

- A. The Town may adopt disciplinary rules and work rules which will be posted from time to time during the duration of this Agreement. All suspensions and discharges of regular non-probationary employees shall be for just cause (including, but not limited to, violations of any rules adopted as provided above) and written notice of the reasons for suspension or discharge shall be stated, in writing, to the employee within five (5) days after the effective date of the action.

The Town may discharge for just cause an employee who is unable for any reason to perform the required job responsibilities.

- B. Any regular employee who is interviewed by the Police Chief or designee as to alleged misconduct, shall be informed of the nature of the alleged misconduct and shall, during such interview, be entitled to consult with a Union representative.
- C. Whenever a complaint (written or oral) is lodged against an employee, the following procedures will be followed:
- (1) The complainant shall contact the Police Chief. An attempt will be made to solve the problem at this level. Complaints from juveniles will be made in the presence of parents or legal guardians.
 - (2) If the complaint cannot be resolved at the informal level, then the complainant shall reduce the complaint to writing and define the specifics of the complaint, including the names of all witnesses, with his/her signature applied to the complaint.
 - (3) A copy of the complaint will be supplied to the affected employee complained against and to the Police Chief. The Police Chief, or designee, will investigate the complaint. The employee has a right to exercise his/her constitutional rights regarding the investigation and to involve a Union representative at all interviews and/or hearings involving the complaint. The employee will be informed by the Police Chief whether the complaint is of a criminal nature or an inter-departmental investigation.
 - (4) As a result of any investigation into the conduct or actions of an employee, a copy of the investigative report will be given to the employee, whether the report indicates that the complaint was suspended, and why, completed, or that the complaint was withdrawn by the citizen.
 - (5) Should the employee be placed on administrative leave from duty during the investigation phase, the leave shall be with pay and benefits.

ARTICLE 9 – GRIEVANCE PROCEDURE

- A. For the purpose of this Agreement, a grievance is defined as a dispute concerning the interpretation or application of a specific term of this Agreement, but a grievance shall not include a dispute as to the rights or the exercise of the rights retained by the Town under the Management Rights Article of this Agreement. Any grievance shall be processed in the following manner:

Step 1. The aggrieved employee must present the grievance in writing to the Police Chief within five (5) working days after the date of the incident grieved or within five (5) working days from the date he/she could reasonably be expected to know of the incident.

Step 2. Within ten (10) working days after receipt of the grievance, the Police Chief will meet with the aggrieved employee in an effort to resolve the grievance.

Step 3. If the grievance is not resolved to the satisfaction of the Union/employee within ten (10) working days after that meeting, the Union/employee may present such grievance in writing to the Town Manager within five (5) working days after that ten (10) working day period, and the Town Manager or his/her designee will meet with the employee/representative(s) of the Union within ten (10) working days thereafter. Within ten (10) working days after that meeting, the Town Manager will render his/her decision to the Union/employee in writing. An employee may present his/her grievance without the intervention of the Union, provided any adjustment is not inconsistent with the terms of the Agreement and the Union has been given an opportunity to be present at the grievance meeting.

Step 4. In the event that the decision of the Town Manager rendered at Step 3 above is not acceptable to the Union, the Union may, within ten (10) working days thereafter, request in writing to the Town Manager, that the matter be referred to arbitration. The Town Manager and a Union representative shall attempt to agree upon the selection of an arbitrator within ten (10) working days after such request is submitted to the Town. If they are not able to agree on an arbitrator, either party may file a request with the Maine Labor Relations Board (MLRB) to supply a list of arbitrators. If no MLRB arbitrator is mutually selected, then the Town and the Union will follow the procedures established by the American Arbitration Association for selecting an arbitrator.

- B. The arbitrator shall have no authority to add to, subtract from or modify the provisions of this Agreement. The arbitrator shall be without power to make any decision which is contrary to law, which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement. The arbitrator's decision shall be binding, subject to appeal as provided by law.
- C. The Town and the Union shall split equally the cost, fees and expenses of the arbitrator. Other expenses shall be paid by the party incurring the same.

ARTICLE 10 – HOLIDAYS

- A. The following holidays shall be paid holidays for all regular employees covered by this Agreement.

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|---|----------------------------|
| 1. New Year's Day | 8. Labor Day |
| 2. Birthday of Martin Luther King, Jr. | 9. Indigenous Peoples Day |
| 3. Washington's Birthday | 10. Veterans Day |
| 4. Patriots Day | 11. Thanksgiving Day |
| 5. Memorial Day | 12. Day after Thanksgiving |
| 6. Juneteenth National Independence Day | 13. Christmas Day |
| 7. Independence Day | |

For those employees working a 4 day work week, any holiday granted will be the number of hours requested and deducted from the employee's accrued holiday on an hour-for-hours basis. For example, if an employee working a 4-10 regular schedule is granted a 10- hour shift as a holiday, he/she will have 10 hours deducted from his/her annual accrued holiday time.

- B. All regular employees who are required to work on Thanksgiving Day or Christmas Day shall be paid for the hours worked on these days at two times (2x) their base hourly rate. All regular employees who work overtime on Thanksgiving Day or Christmas Day shall be paid for the hours worked on these days at two and one-half times (2.5x) their base hourly rate.
- C. In addition to the accrual of straight time for the particular holiday, all regular employees who are required to work on any recognized holiday (Article 10, Section A) shall be paid for the hours worked on these days at one and one-half times (1.5x) their base hourly rate. All regular employees who work overtime on established holidays (not Thanksgiving or Christmas) shall be paid for the hours worked on these days at two times (2.0x) their base hourly rate.
- D. Holidays will accrue on a yearly basis at the rate of 2.5 hours per week with a yearly earned accrued maximum of up to 130 holiday hours and a cap of 200 hours for employees working a 4 day work week.

Any holiday granted will be the number of hours requested and will be deducted from the employee's accrued holiday hours on an hour-for-hour basis. Upon separation the employee is entitled to any unused accrued holiday time.

ARTICLE 11 – HOURS AND OVERTIME

- A. During the term of this Agreement, the regular work week for Sergeants shall be forty (40) hours. All hours worked in a work week in excess of forty (40) hours by Sergeants shall be paid at the rate of one and one-half (1.5) times the base hourly pay rate subject to the "Hours Worked" paragraph of this Article. The base hourly pay rate shall include but not be limited to any eligible employee's emergency medical technician (EMT) incentive stipend (Article 28, Section B), stipend assignments (Article 28, Section D), fitness stipend (Article 18), and/or annual

educational stipend (Article 28, Section C 1-5, as applicable) converted to an hourly rate and added to the employee's regular hourly rate.

B. For purposes of this Article, "Hours Worked" shall include:

- (1) Hours actually worked
- (2) Hours compensated for by holiday base pay
- (3) Hours compensated for by court attendance pay
- (4) Hours compensated for by call-in pay
- (5) Hours compensated for by vacation pay
- (6) Hours compensated for by bereavement pay
- (7) Hours compensated for by use of compensatory time
- (8) Hours compensated for by use of sick leave when a sergeant is forced to work hours annexed to his/her scheduled hours or when a sergeant is forced in for an emergency "call-out". This provision shall expire at the end of the contract term unless the parties mutually agree to extend the same thereafter.

C. For purposes of this Article, "Hours Worked" shall not include:

- (1) Hours compensated for by sick leave pay, other than provided in B.8.
- (2) Hours compensated for by jury pay

D. Regular employees in the bargaining unit who are required, during their otherwise off-duty time, to attend court as witnesses in criminal cases related to their duties as a Falmouth Police Sergeant shall receive a minimum of three (3) hours pay at their base hourly rate for such court attendance, provided that all witness fees are paid directly to the Town.

E. Regular employees in the bargaining unit who are called in to work at time outside of, or prior to and not annexed to, their regular scheduled shift shall receive a minimum of three (3) hours pay at their base hourly rate for any scheduled meeting such as training sessions or staff meetings. In the event an employee is called in for an unscheduled event or meeting, the employee shall receive a minimum of four (4) hours pay at their base hourly rate. Employees who are called in during a scheduled vacation day will be compensated for their time including the minimum three (3) hours call-in at their overtime rate.

F. Compensatory Time

In lieu of paid overtime, Sergeants may elect to accrue up to a total of sixty (60) hours of compensatory paid leave in a calendar year. Sergeants may not exceed the 60-hour cap, nor may they use more than 60 hours of compensatory time in any given calendar year. The use of compensatory time is at the discretion of the Police

Chief or designee and it may only be used during times that will not result in an overtime situation for the Town. In scheduling the use of compensatory time, the Police Chief or designee shall take into account the operational needs of the department and employee seniority. The Sergeant's compensatory accrual bank shall reset at the start of the calendar year, and employees may receive payment for accumulated compensatory time upon written request to the Police Chief.

- G. During the duration of this Agreement, work schedules shall be posted thirty (30) calendar days in advance of actual assignments, except in the case of unforeseen circumstances.
- H. The Chief of Police or his/her designee will make a good faith effort to assign overtime work as equally as practicable among regular employees in this unit consistent with the operational needs and the efficient and effective operations of the Police Department.
- I. In the event the Town elects to change the work schedule, it shall meet and consult with the Union pertaining to the proposed schedule change, including rotation. Alternative work schedules may also be discussed with the Police Chief during this meet and consult process. It is understood that the Police Chief's decision on scheduling is final and must comply with the language contained in Section A of this Article.

ARTICLE 12 – INSURANCE: LIFE, HEALTH AND INCOME PROTECTION

- A. During this Agreement, the Town agrees to pay one hundred percent (100%) of the employer and employee shares of the first Nine Thousand Dollars (\$9,000) coverage for regular employees who accept life insurance coverage under the Maine Retirement System Group Life Insurance Plan.
- B. Health Insurance
 - (1) The Town will pay 85% for single, adult with child, two adults, and family coverage based on the employee's eligibility of the cost of the Maine Municipal Association Health Benefit Point of Service 200 Plan (POS-200). The Town reserves the right to change the insurance program and the insurer, provided the benefits remain substantially the same as the current benefits.
 - (2) If an employee elects to participate in the health insurance program or meets the eligibility requirements for changing health insurance coverage (single, adult with child(ren), two person, or family) provided by the Town under this section, the employee must elect or change coverage within 30

days of such eligibility. If the selection is not made within thirty (30) days after eligibility and the carrier permits retroactive coverage, the employee shall pay 100% of the premium for the period from the retroactive effective date of the new coverage to the date the employee applied for the new or increased coverage. Premiums for the period following the date of application shall be paid as provided in this section.

- (3) In the event that an employee has elected to have the Town deduct the employee's benefits and withholding contributions as set forth in this Article, the employee agrees that if he or she is unable to work and is being paid directly through the Workers' Compensation system, the employee shall be responsible for directly paying his-/her contribution to those insurance plans. The Town shall issue a single reminder of this obligation to each employee who becomes responsible under this provision for making those direct contributions.

C. Cash-In-Lieu of Health Insurance

If an employee elects no medical coverage from the coverage the employee is entitled to receive under the terms of the Town's health insurance plan and documents that he or she is otherwise covered, the Town will pay the employee an annual sum of \$6,000 for Employee and Family coverage; \$5,000 for Employee and Child(ren) coverage; or \$4,000 for Employee Only coverage. The cash payment received under this provision is taxable income and shall be paid as an additional amount to the employee's regular paycheck in twice monthly installments throughout the year. Such an election will continue to remain in effect until such time as an employee has had a qualified family status change which permits the employee to change their election of coverage or a qualifying event under the Health Trust Portability Provision.

- D. The Town will offer a Medical Expense Reimbursement Plan and Dependent Care Reimbursement Plan in conformity with the provisions of Section 125 of the Internal Revenue Code. If an employee elects to participate in the annual plan, the Town will pay the monthly maintenance fee for the Medical Reimbursement Plan.
- E. During this Agreement, the Employee agrees to pay one hundred percent (100%) of the cost of short-term income protection insurance premiums for regular employees who accept and/or who are required to participate in income protection coverage under the conditions and terms of the Maine Municipal Association Income Protection Plan. Any employee who elects to participate in the Town's long-term disability/income protection agrees to pay one-hundred percent (100%) of the cost.

- F. In addition to the above, when an employee covered by this Agreement is injured on the job, or disabled by an occupational disease arising out of and in the course of his/her employment (a valid Workers' Compensation claim), the employee shall receive full gross pay for the first week of disability from the Town, if payments from Workers' Compensation claim are not forthcoming by the normal pay day when the wages are paid by the Town.
- G. Retirement Health Savings Plan (RHS) – The Town shall contribute one percent (1%) of the employee's wages into the Town's "Retirement Health Savings (RHS) Plan" on a pretax basis, as defined by the Internal Revenue Service. This contribution will occur with each bi-weekly payroll. The Town's contributions are vested after five (5) years of service. Savings may be withdrawn with no penalty at retirement or termination of employment if the employee is age 55 or over. At that time, the money can be used for any IRS qualified medical expense.
- H. Coordination of Benefits/Wages - Any employee absent from work and who is eligible for paid leave benefits, whether the benefit is paid by the Town or a third party vendor such as long or short-term disability protection or workers' compensation, may only use paid leave benefits such as sick leave to bring the employee's paycheck up to net average weekly pay. The intent of this provision is to prohibit an employee from receiving a greater take-home pay while absent from work. While on such leave, an employee shall continue to accrue paid leave time based on the percentage of the employee's accrued leave used to obtain the net average weekly pay.

ARTICLE 13 – JURY PAY

The Town shall grant leave to a regular employee called to jury duty or jury service and pay the difference between his/her regular pay and his/her juror's pay upon presentation to the Town of an official statement of jury pay received. Employees excused from jury duty must report back to work during their normal work or duty hours.

ARTICLE 14 – MANAGEMENT RIGHTS

- A. Except as otherwise clearly and expressly limited by a specific term of this Agreement, the Town has and retains all of its rights, powers, authority, discretion and prerogatives and the sole and exclusive right to manage and direct its operations and its employees.
- B. The Union acknowledges the right of the Town to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the terms of this Agreement. One (1) copy of any written rules and regulations governing the conduct of employees in the bargaining unit will be furnished to the Union Steward.

ARTICLE 15 – ON THE JOB INJURIES

Regular employees covered by this Agreement who are injured on the job while performing their duties shall receive, in addition to compensation paid or payable under the Workers' Compensation Act, an amount sufficient to bring them up to full net salary while any incapacity exists and until they are either placed on disability retirement or return to active duty; provided, however, that the period of such benefit shall not exceed one (1) calendar year. The Town Manager, at his/her sole discretion, may extend said calendar year period in a given case. Absence because of such injuries shall not be charged to accumulated sick leave.

ARTICLE 16 – PAY FOR SPECIAL DETAILS

- A. For special detail assignments, where the Department is reimbursed by non-Town recipients of Police Department services, employees shall receive a minimum of four (4) hours pay at two times (2x) the maximum hourly rate of the affected employee's classification when the recipient is a "for profit" business and shall receive a minimum of two (2) hours pay at one and one-half (1.5) times their base hourly rate when the recipient is a "non-profit" enterprise or an approved function of the Falmouth School Department.
- B. The Police Chief or his/her designee will make a good faith effort to give priority as to special detail assignments to regular employees in this unit consistent with the operational needs and the efficient and effective operations of the Police and Public Safety Departments.
- C. Strike-Duty Pay

In the event that any Falmouth Police Sergeant is working the same strike detail with another police department, the Sergeant shall receive the same hourly pay rate as the other police department's sergeant if greater than the above special detail hourly rate.

ARTICLE 17 – PENSIONS

Pursuant to the conditions set forth below, members of the bargaining unit shall be entitled to the following pension benefits in addition to required participation in Social Security:

Active Sergeants

Sergeants who have not previously retired under MainePERS and have returned to

service must participate in the Maine State Retirement System's (MainePERS) Special Plan 3C and are not eligible for participation in the Town's 401A plan.

Sergeants Who Have Returned to Service After Retirement

Sergeants who have returned to service after retirement and are otherwise receiving retirement benefits from MainePERS are required to participate in Social Security and may also be eligible to participate in the retirement plans offered to the Town's non-union employees as outlined below.

a) Money Purchase Plan (401A)

Full-time Sergeants may participate in the Town's 401A plan. Town and employee contributions are made in conformity with Plan requirements. Current bi-weekly contributions are five percent (5%) of gross earnings from the employee and eight percent (8%) of gross earnings from the Town. Contributions are deferred from federal and state income taxes until withdrawn. Funds may not be withdrawn until termination of employment.

b) Deferred Compensation Plan (457)

Sergeants who participate in the 401A plan are also eligible to participate in a Deferred Compensation 457 plan. The Town will contribute two and one-half percent (2.5%) of the gross bi-weekly earnings of the officer towards his/her 457 plan provided that the officer contributes at least one and one-half percent (1.5%) of gross bi-weekly earnings towards his/her own plan.

Deferred Compensation Plan (457)

All regular full-time employees, including those currently enrolled in MainePERS, may choose to participate in this qualified pension plan. This plan is available only to municipal employees and enables them to defer federal and state income taxes on savings until retirement. Employee contribution amounts are defined by and shall be in compliance with the IRS code. There is no Town contribution towards an employee's Deferred Compensation Plan unless the employee is a Sergeant who has returned to service after having previously retired to MainePERS as per section A-2(b) above. Withdrawal of savings may be done with no penalty at retirement, termination of employment, or in the event of an unforeseeable emergency as specified by the Plan.

The above provisions are subject to change at any time as required by changes in applicable laws or regulations and/or changes in the provisions of the retirement

system or plan referred to and are subject to the requirements of said retirement system or plan.

ARTICLE 18 – PHYSICAL FITNESS INCENTIVE

A. Physical Fitness Incentive

- (1) The parties hereby recognize that the physical fitness of employees vitally affects the efficient, safe and productive operation of the Department and the quality of police services provided to the public. Each employee is required to maintain the level of physical fitness necessary to perform the normal duties of his/her position.
- (2) The Department's fitness test will be administered on a date to be determined by the Police Chief each year and all sergeants covered by this agreement will be required to complete this test to the best of their ability. Those Sergeants who pass the test in accordance with either section 3 a, b, c or d will be compensated as stipulated in the agreement. A medical release form will be submitted to the Police Chief or his/her designee by a date to be determined by the Police Chief.

While the Department realizes that some Sergeants may not be able to successfully meet all the requirements of the test, it expects those Sergeants to participate to the best of their ability and to utilize all means available (Department's fitness room or the Town's Wellness Program) to improve their physical health and condition. Improvements in the following year's test will be encouraged.

- (3) The Department test will be the Maine Criminal Justice Academy's "Entrance Requirements" examination. The Sergeants passing the Maine Criminal Justice Academy (M.C.J.A.) Standards shall be compensated as follows:
 - a) If all of the test requirements are passed, the employee shall receive \$600 each year converted to an hourly rate of \$.29 per hour and added to his/her hourly pay rate. If the employee fails the test requirements, this hourly rate will end.
 - b) If an employee passes two (2) of the three (3) requirements, the employee shall receive \$200 per year converted to an hourly rate of \$.10 per hour and added to his/her hourly rate of pay. If the employee fails these test requirements, this stipend will end.

- c) If all of the test requirements are passed at an average of eighty (80) percentile, the employee shall receive \$800 each year converted to an hourly rate of \$.38 per hour and added to his/her hourly rate of pay. If the employee fails these test requirements, this stipend will end.
 - d) If the employee does not meet any of the above requirements, the employee shall not receive any physical fitness compensation.
- (4) The Town shall pay the actual cost of the employee's health insurance co-payment (to a maximum of \$25.00) for the required physical exam with a licensed physician, to determine whether the employee is capable of participating in the required physical fitness test and/or the appropriate level of participation.

ARTICLE 19 – PROBATION PERIOD

All newly promoted Sergeants shall serve a probationary period of twelve (12) months, starting from their date of promotion. During this probationary period, continual unsatisfactory performance may result in demotion to the employee's previous rank.

ARTICLE 20 – RESIDENCE CLAUSE

Employees shall live within a reasonable commuting distance from the Town of Falmouth. An employee's place of residence does not relieve the employee of the responsibility to report to duty at the scheduled time.

ARTICLE 21 – SENIORITY AND PERSONNEL REDUCTION

- A. In the event of lay-offs and recall, seniority by classification of employees shall be given primary and sole consideration. Probationary employees will have no rights under this provision. Seniority for the purpose of layoff and recall will be defined as length of continued service with the classification from initial date of hire. If an employee is laid off, he/she shall retain his/her seniority for twenty-four (24) months from the date of the first lay-off.
- B. The Town agrees to furnish the Union a seniority list by years of service of all employees covered by this Agreement within forty-five (45) days of the contract signing date.
- C. For seniority purposes, a previously retired Sergeant's seniority shall be his/her date of continuous hire with the Falmouth Police Department.

ARTICLE 22 – SEVERABILITY

In the event that any provision herein is found by any court of competent jurisdiction to be invalid, all other valid provisions shall remain in effect.

ARTICLE 23 – SICK LEAVE

- A. Sick leave shall accrue for regular employees at 12 days of sick leave annually at the value of 10 hours per day for a total of 120 hours. Sick leave accrual will commence on the first date of employment at 4.61 hours per bi-weekly pay period. Sick leave is charged in increments of one hour. A maximum of 960 hours of sick leave shall be accrued and carried forward from one calendar year to the next.
- B. Sick leave may be used only in the following cases:
 - (1) Personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of his/her position.
 - (2) Illness of members of the immediate family whose illness demands the employee's care. Immediate family shall be regarded as spouse, child, father, mother, step-parent or step child. Such leave shall not exceed forty (40) hours in any calendar year and shall be deducted from sick leave.
- C. If requested by the Police Chief on a just cause basis, the employee shall furnish the Police Chief a certificate from an attending physician, the cost of the certificate to be paid by the Town.
- D. The Town shall pay an employee's estate for all unused sick leave, at the rate of one hundred percent (100%) of the current base rate, in the event of the employee's death.
- E. When an employee has accrued at least six hundred (600) hours of sick leave, they shall have the option of electing to cash out and defer into the Section 457 Plan, at the end of each fiscal year, any unused sick leave accrued during the year at a value of 50% for each sick day deferred. This is subject to IRS annual deferral limits, and the terms and conditions of Section 1.457-4(d) of the Treasury Regulations and the 457 Plan document.
- F. Upon retirement or separation in good standing, unused sick leave shall be paid to an employee on the following benefit schedule:

- (1) Greater than or equal to five (5) years of service – one-third (1/3) of unused sick leave sick leave.
- (2) Greater than or equal to ten (10) years of service – one-half (1/2) of unused sick leave.

Payment will not be made prior to the employee completing his/her last day of work, but will be paid within two (2) weeks of the employee's severance date or the employee may elect to receive the payment in his/her 457 Deferred Compensation Plan.

- G. The Maine Paid Family and Medical Leave (PFML) Law rules and payroll withholdings will begin on January 1, 2025. The contribution per employee is 1% of an individual's wage rate, split between the employee and the Town. Benefits become available on May 1, 2026. For more information, refer to the PFML Policy in the Non-Union Personnel Policy. The Town and Union agree to reopen the applicable portion of Article 23 – Sick Leave for the limited topic of Maine Paid Family and Medical Leave.

ARTICLE 24 – STRIKES AND SLOWDOWNS PROHIBITED

- A. The Union agrees that during the term of this Agreement, neither it nor its officers or members will engage in, encourage, sanction, support, or suggest any (1) strikes, (2) slowdowns, (3) mass absenteeism, (4) mass resignations, or (5) picketing which would involve suspension of or interference with the normal work of the department or other Town departments.
- B. In the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be discharged by the Town.

ARTICLE 25 – SUBSTITUTIONS

The right to substitute six (6) days (two (2) every four (4) months) per year shall be permitted provided the days are scheduled in advance with the Police Chief's approval and occur within the same pay period. Approval shall be based on the Chief's determination of the operational consideration of the Department such as safety and overtime cost. Any denial shall not be for arbitrary or capricious reasons. Additional substitution days may be approved at the Chief's discretion.

ARTICLE 26 – UNION ACTIVITIES

- A. The Town agrees to the following Union activities on the Town premises and without loss of pay:
- (1) Representatives of the Union may post Union notices on the bulletin board provided for same.
 - (2) Representatives of the Union shall be allowed time off, with pay, for meetings with Town officials concerning Union business, negotiations or transmitting Union notices, provided said time off does not interfere with work flow requirements as determined by the Police Chief.
 - (3) Representatives of the Union shall be allowed time off, with pay, during their regular work or shift hours to investigate grievances or to attend grievance hearings, but not to exceed a total of two (2) hours per week except with written permission of the Police Chief.
 - (4) Two (2) Union officers of the local unit shall be allowed to take three (3) work days, without pay, per year for Union business with permission of the Police Chief.

ARTICLE 27 – VACATIONS

- A. Each regular employee shall earn vacation with pay at the following rate for each bi-weekly pay period:

<u>Years of Service</u>	<u>Vacation Hours Earned Bi-Weekly</u>
Start of employment to one (1) year	1.54 hours
After one (1) year to five (5) years	3.70 hours
After five (5) years to ten (10) years	4.62 hours
After ten (10) years to fifteen (15) years	5.54 hours
After fifteen (15) years to twenty (20) years	6.46 hours
After twenty (20) years	7.70 hours

Note: employees shall start accruing vacation on initial employment but vacation shall not vest until the employee has completed four (4) months of employment with the Town, at which point the employee may access the employee's vacation accrual.

- B. An employee with up to eleven (11) years may accumulate up to a maximum of one hundred and sixty (160) hours of vacation leave. Any employee with eleven

or more years may accumulate up to a maximum of two hundred (200) hours of vacation leave.

- C. The Town reserves the right to recognize up to twelve (12) years of prior full-time work experience with another police department for purposes of determining vacation accrual for new employees entering the Department. Effective July 1, 2026, the Police Chief reserves the right to recognize up to fifteen (15) years of prior full-time work experience with another police department for purposes of determining vacation accrual for new employees entering the Department. During the first year of employment, new employees shall be credited with their annual vacation accrual after successfully completing their Field Training Program. If the employee leaves employment prior to completing a full year of employment, they must reimburse the Town any vacation time used but not earned on a pro-rata basis in proportion of the time they worked against a full-year. After completion of their first year, employees will earn vacation for hours actually worked in accordance with accrual schedule above.
- D. Vacation leave shall be scheduled by the Police Chief. In scheduling vacations, the Police Chief shall take into account the operational needs and the employee's seniority.
- E. An employee may be permitted, with the Chief's written approval, to cash in up to twenty (20) hours of unused vacation time in the fiscal year at his/her base wage rate. This will not be considered time worked for overtime purposes. The employee may choose either (1) a cash payment or (2) to contribute the amount in the employee's 457 Deferred Compensation Plan.
- F. Accrued vacation leave shall be paid to an employee in good standing upon his/her separation from the service, or to his beneficiary or estate upon his/her death.

ARTICLE 28 – WAGES

- A. The hourly wages paid to employees covered by this Agreement shall be as set forth in Appendix A (with seniority brackets determined by years of service in the Department and payable on the first pay week after attainment of bracket anniversary date). The Town reserves the right to pay wages on a weekly or bi-weekly basis.
- B. EMT Bonus
 - (1) Upon completion of training and certification as an Emergency Medical Technician (EMT), an employee will be awarded a one-time bonus of two hundred dollars (\$200.00).

- (2) Any Sergeant who obtains and maintains certification as an emergency medical technician (EMT) shall receive an incentive stipend of \$600 per year converted to an hourly rate. The EMT hourly rate shall be added to the employee's regular hourly rate after the certification has been submitted in writing to the Police Chief. The EMT stipend is \$0.40 per hour.
- (3) The cost of the EMT course or recertification for a Sergeant shall be paid by the Town. Attendance will not be paid as hours worked.
- (4) The Town will attempt to provide work schedule flexibility in order for a Sergeant to attend the EMT course.

C. The Town values education and military service and offers the following incentives. Employees can choose one option from the list below.

- (1) An employee with an Associate's degree from an accredited college/university will receive an additional \$0.50 added to his/her regular hourly rate.
- (2) An employee with an Associate's degree in a law enforcement-related field will receive an additional \$0.75 added to his/her hourly rate.
- (3) An employee who has served a minimum of 2 years active duty in the U.S. Armed Forces and received an honorable discharge will receive an additional \$0.50 to his/her hourly rate. An employee who meets the criteria above and served in a law enforcement related MOS will receive an additional \$0.75 added to his/her hourly rate.
- (4) An employee with a Bachelor's degree from an accredited college/university will receive an additional \$1.00 added to the employee's regular hourly rate.
- (5) An employee with a Master's degree from an accredited university will receive an additional \$1.25 added to the employee's regular hourly rate.

D. Stipend Positions

1. The Falmouth Police Department recognizes the importance of specialty skills and positional assignments to provide the most comprehensive public safety service to the Falmouth community. The department encourages its members to pursue professional development opportunities related to their vocational interests and to meet the needs of the department's service objectives.

2. The appointment to any stipend position by the Police Chief is not an entitlement and is not subject to the grievance procedure.
3. If a position is vacant or held by a non-union employee, no stipend will be paid. There is no expectation to pay a stipend for a vacant position.
4. Stipends are separated into two categories: 1. Technical Specialty, and 2. Positional Assignment. A Technical Specialty is a skill or certification that a recognized employee holds that helps support department operations. A Positional Assignment stipend is paid to employees who are appointed to full-time positional assignments in the various support services of the agency. Both stipend categories, Technical Specialty and Positional Assignment, are to be considered part of the assigned officer's base hourly pay rate.
5. Employees may hold, and be compensated for, multiple Technical Specialty stipend positions.
6. Positional Assignment stipends may include the necessity to perform Technical Specialty skills. Employees will not be compensated for both Technical Specialty and Positional Assignment stipends concurrently. (Example: A Detective is expected to perform the work of an Evidence Technician. Therefore, a Detective would not be paid a Technical Specialty stipend in addition to their Positional Assignment stipend. Similarly, the Harbormaster may also serve as the Town's Shellfish Warden. The Harbormaster would not be paid a Technical Specialty stipend in addition to a Positional Assignment stipend).
7. The Police Chief agrees to meet with Union representation on a yearly basis to review specialty positions/assignments.
8. The following, but not limited to, stipends shall be paid to employees appointed by the Police Chief to perform the regular responsibilities of the listed specialty roles and positional assignments.

Technical Specialty:

Evidence Technician	\$0.70 per hour
Patrol/Field Training Officer	\$0.70 per hour
Firearms Instructor	\$0.70 per hour
Accident Reconstructionist	\$0.70 per hour
Drug Recognition Expert	\$0.70 per hour
Drone Operator	\$0.70 per hour
MARC Instructor	\$0.70 per hour
Animal Control Officer	\$0.70 per hour
Traffic Specialist	\$0.70 per hour
Shellfish Warden	\$0.70 per hour
Assistant Harbormaster	\$0.70 per hour

Positional Assignment:

Detective	\$1.40 per hour
School Resource Officer	\$1.40 per hour
Harbormaster	\$1.40 per hour
K9 Officer	\$1.40 per hour

I. Direct Deposit

Employees shall be paid by direct deposit to a banking and/or other financial institution(s) of their choosing upon written authorization.

J. Attendance at Training

To provide guidance to department employees in regards to travel and meal reimbursement when attending training the following standards will apply.

When attending a local (local defined as within driving distance) training or training at the Maine Criminal Justice Academy, the employee will utilize a department vehicle. If a department vehicle is available but the employee elects to use his/her own vehicle, no mileage reimbursement will be paid. If a department vehicle is not available, the employee may use his/her own vehicle with prior permission from a supervisor. Employees who are forced to use their own vehicle for authorized department travel due to no department vehicle being available will be reimbursed for mileage at a rate determined by the Town Manager. The employee will submit the mileage reimbursement form to the Police Chief with starting and ending mileage.

When attending a full day (8 hours) of local training, the employee will be reimbursed for his/her lunch up to a maximum of \$15. If the training is scheduled for four (4) hours or less, meals will not be reimbursed.

When attending an overnight training, typically out of state, the employee will have all travel and meal allowances pre-approved by the Police Chief or his/her designee.

ARTICLE 29 – EDUCATION

The Town will provide an annual educational reimbursement amount not to exceed \$1,000 per unit member. This reimbursement will be used for the tuition cost for post-secondary or graduate education courses taken from an accredited college or university. Reimbursement shall be paid upon documented proof of successful course completion with a B- (2.67) grade or better. All courses for which reimbursement is to be sought must be pre-approved by the Police Chief prior to registration. The Town reserves the

right to deny courses deemed inappropriate due to course content/job applicability. Courses that are acceptable for reimbursement include, but are not limited to, Business, Criminal Justice, Public Administration, Psychology, and Sociology or any course that is an elective necessary for an approved degree program. All requests for reimbursement must be submitted within 45 days of completion of the course requirements.

ARTICLE 30 – TERM OF AGREEMENT

This Agreement shall govern the rights of the parties starting July 1, 2024, through to June 30, 2027.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of May 2024.

WITNESS

TOWN OF FALMOUTH

Nathan A. Poore, Town Manager

MAINE ASSOCIATION OF
POLICE/FALMOUTH

Falmouth Steward

Falmouth Steward

Wage Schedule July 1, 2024 – June 30, 2026

Sergeants

	July 1, 2024	July 1, 2025	July 1, 2026
Top Patrol	38.89	41.28	42.83
Probationary (3%)	40.06	42.52	44.11
1 (4%)	40.45	42.93	44.54
2 (5%)	40.83	43.34	44.97
3 (8%)	42.00	44.58	46.26
5 (10%)	42.78	45.41	47.11

Memorandum of Understanding – Referral Bonus

This Memorandum of Understanding is entered into between the Town of Falmouth (the “Town”) and the Falmouth Police Association/MAP (the “Association”) (together, the “Parties”), on _____ (the “Effective Date”) for the purpose of attracting and retaining qualified applicants with the Falmouth Police Department. To facilitate this purpose, the undersigned agree to the following referral initiative, together with the following amendments to the Parties collective bargaining agree:

1. **Referral Bonus.** The Town shall pay a referral bonus of up to \$2,500 to any bargaining unit member who successfully refers a qualified full-time employee to the Town for employment. To be eligible for this referral bonus, the applicant whom the employee refers to the Town must:
 - a. identify the employee as the referral source;
 - b. be hired by the Town as a full-time employee; and
 - c. successful completion of their probationary period.
 - d. Referring employee must notify Human Resources and submit the designated paperwork.

This referral bonus shall be paid in two lump sum payments of \$1,250 each. The first lump sum payment shall be payable after the successful hire of the referred candidate completes four (4) weeks working in Falmouth. The second lump sum installment shall be payable upon the referred candidate’s successful completion of their probationary period. If the referred candidate does not successfully complete their probationary period, the employee shall not be entitled to the second lump sum payment. All referral payments will be made during the regular bi-weekly payroll process and will subject to applicable taxes.

Payment of a referral bonus under this Agreement shall be managed by the Town Manager or their designee, who shall be responsible for the oversight and implementation of this program. Any dispute regarding the same shall be resolved by the Town Manager and shall not be subject to the grievance or arbitration procedure. This incentive may be modified, changed, or discontinued at the discretion of the Town Manager/designee.

Date: _____

For the Falmouth Police Association/MAP

By: _____

Its: _____

For the Town of Falmouth

By: _____

Its: _____