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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE TOWN OF ROCKPORT**

**AND**

**FRATERNAL ORDER OF POLICE**

**FOR THE**

**ROCKPORT POLICE DEPARTMENT ASSOCIATION**

**July 1, 2020 – June 30, 2023**

## TABLE OF CONTENTS

1		
2		
3	ARTICLE 1 – PREAMBLE .....	1
4	ARTICLE 2 – RECOGNITION .....	1
5	ARTICLE 3 – DUES DEDUCTIONS/CHECK-OFF AUTHORIZATION .....	2
6	ARTICLE 4 – RESIDENCE REQUIREMENT/COMMUTE TO WORK.....	2
7	ARTICLE 5 – PROBATIONARY PERIOD.....	3
8	ARTICLE 6 – WAGES .....	3
9	ARTICLE 7 – WEEKLY PAY PERIOD .....	4
10	ARTICLE 8 – WORK HOURS /OVERTIME.....	4
11	ARTICLE 9 – HOLIDAYS .....	5
12	ARTICLE 10 – VACATIONS .....	6
13	ARTICLE 11 – LEAVE .....	7
14	ARTICLE 12 – DISCIPLINARY ACTION .....	11
15	ARTICLE 13 – SENIORITY/REDUCTION IN FORCE/VACANCIES .....	12
16	ARTICLE 14 – GRIEVANCE PROCEDURE .....	13
17	ARTICLE 15 – EMPLOYEE RIGHTS.....	15
18	ARTICLE 16 – INSURANCE/BENEFITS.....	18
19	ARTICLE 17 – RETIREMENT/PENSION .....	19
20	ARTICLE 18 – PERSONNEL RECORDS.....	20
21	ARTICLE 19 – RESIGNATION .....	20
22	ARTICLE 20 – INSERVICE TRAINING .....	22
23	ARTICLE 21 – UNIFORMS.....	22
24	ARTICLE 22 – POLICE VEHICLES/EQUIPMENT.....	<b>Error! Bookmark not defined.</b>
25	ARTICLE 23 – BULLETIN BOARD.....	24
26	ARTICLE 24 – POLITICAL ACTIVITY .....	24
27	ARTICLE 25 – NO STRIKE.....	24
28	ARTICLE 26 – LEGAL AID AND PROTECTION.....	25
29	ARTICLE 27 – MANAGEMENT RIGHTS .....	25
30	ARTICLE 28 – GENDER.....	25
31	ARTICLE 29 – OUTSIDE EMPLOYMENT .....	25
32	ARTICLE 30 – WORK RULES .....	26
33	ARTICLE 31 – CONSUMER PAID DETAILS .....	26
34	ARTICLE 32 – CALL BACK TIME AND COURT TIME.....	26
35	ARTICLE 33 – VALIDITY CLAUSE.....	27
36	ARTICLE 34 – DURATION OF AGREEMENT.....	27
37	APPENDIX A - WAGES .....	<b>Error! Bookmark not defined.</b>
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1 **ARTICLE 1 – PREAMBLE**

2  
3 Pursuant to the provisions of the Municipal Public Employees Labor  
4 Relations Act (Title 26, M.R.S.A. §§961 through 974, as amended), the Town of  
5 Rockport (Town) and have entered into this Collective Bargaining Agreement in  
6 order to establish the terms and conditions pertaining to wages, hours, working  
7 conditions, and contract grievance arbitration.

8 **ARTICLE 2 – RECOGNITION**

9  
10 Pursuant to 26 M.R.S.A. 962 (2), the Town recognizes the Union as the sole  
11 and exclusive bargaining agent for the purpose of negotiating wages, hours,  
12 working conditions, and contract grievance arbitration for all full-time non-salaried  
13 police officers and non-salaried police administrators including the positions of  
14 patrol sergeant, patrol officer, and administrative assistant within the bargaining  
15 unit who are public employees as defined by 26 M.R.S.A. 962 (6) and as  
16 determined by the Maine Labor Relations Board’s Election Results dated April 26,  
17 2005.

18  
19 The town recognizes the right of the Union to designate a shop steward and  
20 alternate shop steward (who shall act only in the absence of the shop steward).  
21 The Union shall notify the Town Manager and Police Chief in writing of the  
22 identity of shop stewards/alternates and the local unit president, their terms of  
23 appointment, and shall promptly notify the Town Manager and Police Chief in  
24 writing of any changes. No officer, shop steward or alternate shall be recognized  
25 until such notification of appointment has been received.

26  
27 The authority of the shop steward (alternate) designated by the Union shall be  
28 limited to, and shall not exceed, the following duties and activities:

- 29  
30 A. The investigation and presentation of grievances in accordance with the  
31 provisions of this Agreement.  
32 B. The collection of dues when authorized by appropriate local union action.  
33 C. The transmissions of such messages and information which shall originate  
34 with and are authorized by the local union or its officers, provided such  
35 messages and information have been reduced to writing.  
36

1        **ARTICLE 3 – DUES DEDUCTIONS/CHECK-OFF AUTHORIZATION**

2  
3        A.     Dues

4  
5            1.     All employees shall have the right to join the Union or refrain from  
6 doing so except as otherwise provided herein. No employees shall be favored or  
7 discriminated against either by the Town or by the Union because of membership  
8 or non-membership in the Union. The Union recognizes its responsibilities as  
9 bargaining agent and agrees to represent all employees in the bargaining unit  
10 without discrimination, interference, restraint or coercion.

11            2.     For employees who join the Union, the Town shall deduct regular  
12 weekly dues upon receipt of a signed authorization from each employee (a copy of  
13 which is to be retained by the Town) and a certified statement from the  
14 Secretary-Treasurer of the Union as to the amount for dues. Such authorization  
15 shall be for the life of this Agreement, unless an employee notifies the Town in  
16 writing thirty (30) days before his/her desire to revoke the authorization for check-  
17 off.

18            3.     For employees who choose not to join the Union, such employees  
19 shall pay a fair share charge of 80% of the Union's regular periodic dues. Upon  
20 notification by the Union, the Town shall automatically deduct the fair share  
21 charge. The Union shall have the right to enforce this payment provision pursuant  
22 to any legal or regulatory procedures.

23            4.     The Town shall forward all dues and fees collected in accordance with  
24 A.2 and A.3 to the Secretary-Treasurer of the Local Union before the tenth (10<sup>th</sup>)  
25 day of the month following the month in which deductions are made.

26            5.     The Union shall indemnify, defend and hold the employer harmless  
27 against all claims, suits, legal costs, and penalties which may arise by reason of any  
28 action taken in making deductions of said dues and remitting the same to the Union  
29 pursuant to this Article.

30        **ARTICLE 4 – RESIDENCE REQUIREMENT/COMMUTE TO WORK**

31  
32            The Select Board desires that the Town employ the best qualified persons  
33 who are available at the salary levels being offered for Town employment. Among  
34 equally qualified candidates, preference will be given to residents of the Town,  
35 then to those candidates who are willing to establish residency within the Town  
36 limits. Non-residency will not, however, preclude employment. Certain key  
37 public safety positions will, however, be subject to reasonable guidelines  
38 governing travel time to the place of employment. These guidelines will be  
39 established by the Town Manager.

1 ARTICLE 5 – PROBATIONARY PERIOD

2  
3 Unless stated otherwise in this Agreement, probationary employees will be eligible  
4 to earn and/or receive the benefits available to non-probationary employees under  
5 the terms of this Agreement.  
6

7 A. All non-sworn employees are probationary for the first twelve (12) months  
8 of employment. The probationary period shall be considered an extension of the  
9 selection process. Probationary employees shall be evaluated prior to the end of  
10 the probationary period and may be removed by the Town Manager at any time  
11 within the probationary period without cause and without appeal. Employees will  
12 be provided an opportunity to discuss the reasons for the decision prior to  
13 termination of employment. An employee who is appointed as a non-probationary  
14 employee to the same classification as that in which the employee previously  
15 served on a probationary basis is credited with such non-permanent time for the  
16 period of completion of the probationary period and eligibility for fringe benefits  
17 only, so long as there has been no break in the employee's continuous Town  
18 service. Any break in such service, even during the probationary period, will  
19 necessitate serving a new probationary period. Crediting of this new probationary  
20 time does not, however, affect the employee's seniority, which is based upon  
21 appointment to the position as a non-probationary employee.  
22

23 B. All sworn police officers shall serve a probationary period lasting from the  
24 first date of hire until one (1) year after graduation from the Maine Criminal  
25 Justice Academy, or date of waiver of same. Newly hired police officers who have  
26 graduated from the MCJA will serve a probationary period of twelve (12) months.  
27

28 C. Employees promoted to a new rank or position shall serve a three (3) month  
29 probationary period. During this trial period, either the employee or the Town may  
30 elect to return to the position held prior to the promotion.  
31

32 ARTICLE 6 – WAGES

33  
34 A. The wage schedules are appended (**Appendix A**) to the Agreement.

35 B. The initial placement on the wage schedule shall be determined by the  
36 Police Chief and shall be based on the employee's years of experience and time in  
37 position up to and including ten (10) years of credit based on the certification  
38 criteria of the Maine Criminal Justice Academy.  
39

40 C. Any officer appointed by the Police Chief to be the designated Field  
41 Training Officer shall receive an additional .15 cents per hour added to his/her

1 regular hourly rate.

2  
3 D. Any officer who, while employed by the Town, holds or obtains a degree  
4 from an accredited college with a grade point average of at least 3.0 in his/her  
5 major of study shall receive an educational stipend based on the schedule below  
6 upon submission of his/her diploma and transcript to the Police Chief. No more  
7 than one stipend shall be granted annually per degree held/obtained per eligible  
8 employee. Said educational stipend shall be paid on the first payday in December:  
9

10 1. Associates Degree: \$200

11 2. Bachelor's Degree: \$300

12  
13  
14 E. Night Shift Differential

15 Any officer that works the hours from 6:00 p.m. to 6:00 a.m., shall be paid  
16 the following differential for each hour worked in between those hours:  
17

18 Effective the date of signing the contract: \$0.15 per hour

19 Effective July 1, 2021: \$0.20 per hour

20 Effective July 1, 2022: \$0.25 per hour

21 **ARTICLE 7 – WEEKLY PAY PERIOD**

22  
23 The workweek for payroll purposes shall be from 12:01 a.m. Friday to  
24 midnight Thursday of any given calendar week.

25 **ARTICLE 8 – WORK HOURS /OVERTIME**

26  
27 A. The Town shall establish the work schedule for police officers and  
28 administrative assistant. Changes to the schedule may be made by the Town with  
29 fourteen (14) days' notice, except in emergencies, to meet departmental needs,  
30 such as but not limited to, to cover vacancies when employees attend the Academy  
31 or other training, to cover vacancies due to resignation or injury, or staffing  
32 changes.  
33

34 B. Except as provided elsewhere in this Article, the normal work period for  
35 police officers and administrative assistant shall be a seven-day work period  
36 beginning 12:01 a.m. Friday to midnight Thursday.  
37

38 C. Swapping of Shifts- Pursuant to FLSA Sec. 207 (P) (3), with the approval of  
39 the Police Chief and upon submission of a properly executed Swap-Time  
40 Agreement, an employee may substitute regularly scheduled work hours with

1 another full-time qualified employee within a two week pay period. The  
2 substituted work hours shall be excluded from the calculation of overtime  
3 compensation.

4  
5 **D. Overtime**

6 1. Employees shall be paid one and one-half (1½) times their regularly  
7 hourly rate of pay for all hours worked over forty (40) hours per workweek.  
8 Overtime compensation shall not be paid more than once for the same hours under  
9 any provision of the Article, the Agreement, or State or Federal law.

10 2. In lieu of overtime payment an employee may choose to earn  
11 compensatory time, at a rate of time and one-half (1½), so long as it meets the  
12 overtime provisions stated herein. Compensatory time shall not be allowed to  
13 accrue beyond forty (40) hours during the fiscal year, and must be taken within one  
14 (1) year of when it was earned. At no time shall the total accumulation of  
15 compensatory time exceed forty (40) hours. The Police Chief must approve the use  
16 of compensatory time in advance of it being taken.

17  
18 **E. Overtime Rotation**- Overtime shall be offered on a rotating basis when filling  
19 shifts otherwise covered by Union personnel.

20  
21 **F.** For the purposes of this Article and unless stated otherwise in this  
22 Agreement, “hours worked” means hours actually worked.

23 **ARTICLE 9 – HOLIDAYS**

24  
25 **A. List of Paid Holidays**

26  
27 Subject to the rules specified below, the following holidays shall be paid  
28 holidays:

- 29  
30 New Year’s Day  
31 Martin Luther King Day  
32 Presidents Day (Washington’s Birthday)  
33 Patriots Day  
34 Memorial Day  
35 Independence Day  
36 Labor Day  
37 Indigenous People’s Day  
38 Veterans Day  
39 Thanksgiving  
40 The Day following Thanksgiving  
41 Christmas Day

1  
2 B. An employee whose normal day off falls on a holiday will be paid eight (8)  
3 hours at straight time.

4  
5 C. Holidays during Vacation Periods  
6

7 An employee shall not be charged an additional day of vacation leave should  
8 a paid holiday fall within his/her vacation period, provided that the employee  
9 meets the eligibility requirements below (Paragraph E).

10  
11 D. Holidays during Leave of Absence  
12

13 A person on a leave of absence without pay shall not be entitled to holiday  
14 pay.

15  
16 E. Eligibility Requirements  
17

18 In order to qualify for holiday pay, an employee must actually work on  
19 his/her last scheduled workday prior to the holiday and the first scheduled day after  
20 the holiday. Exception may be granted in writing by the Town Manager.

21  
22 F. Holiday Pay  
23

24 1. If an employee is authorized to work on a holiday, the employee shall  
25 receive eight hours of holiday pay plus time and one-half for any hours actually  
26 worked.

27 2. If an employee is authorized to work on Christmas Day, the employee  
28 shall receive eight (8) of holiday pay plus double time for any hours actually  
29 worked.

30 **ARTICLE 10 – VACATIONS**

31  
32 A. Accrual and Provisions  
33

34 Each employee within this bargaining unit shall earn vacation time with pay,  
35 on the following basis:

36  
37 1. Eighty (80) hours per year after the first completed full year of service  
38 through the fourth (4<sup>th</sup>) year of service. (Vacation time will be accruing during the  
39 first year, but no vacation time can be taken prior to completion of the first year.)

40 2. One hundred and twenty (120) hours per year during the fifth (5<sup>th</sup>)  
41 through the ninth (9<sup>th</sup>) year of service.



1           3.     One hundred and sixty (160) hours per year during the tenth (10<sup>th</sup>)  
2 year of service through the nineteenth (19<sup>th</sup>) year of service.

3           4.     Two hundred (200) hours per year during the twentieth (20<sup>th</sup>) year of  
4 service and each year thereafter.

5           5.     Vacation shall be granted at such time or times as shall be mutually  
6 agreeable in writing to the employee and the Police Chief. Vacation accrued in  
7 excess of twice the amount of annual accrual at the current rate as of the  
8 employee's anniversary date of each year shall be lost.

9  
10          B.     Employees going on vacation shall receive earned vacation pay in advance,  
11 if requested, provided advance written notice of at least twenty-one (21) days is  
12 submitted to the Finance Director.

13   **ARTICLE 11 – LEAVE**

14  
15          **1. Bereavement Leave**

16  
17          A.     An employee may be excused from work for up to five (5) workdays  
18 because of death of his or her spouse, domestic partner as defined below, or  
19 children, and four (4) days for a death in his/her immediate family as outlined  
20 below, and shall be paid his or her regular rate of pay for the scheduled work hours  
21 missed. It is intended that this time off be used for the purpose of handling  
22 necessary arrangements, and for attendance at the funeral. At the discretion of the  
23 Town Manager, sick leave credit may also be used to supplement bereavement  
24 leave. All bereavement leave must be used within six (6) months of date of death.

25  
26          B.     Immediate family is defined to mean: mother, father, brother, sister, mother-  
27 in-law, father-in-law, brother-in-law, sister-in-law, grandfather, grandmother,  
28 grandchildren, stepfather, stepmother, stepchildren, or other relative living in the  
29 same household as the employee.

30  
31          C.     “Domestic partner” means the partner of an employee who:

- 32   1. is a mentally competent adult;
- 33   2. has been legally domiciled with the employee for at least  
34   twelve (12) months;
- 35   3. is not legally married to or legally separated from another  
36   individual;
- 37   4. is the sole partner of the employee and expects to remain so;
- 38
- 39
- 40
- 41

1  
2 5. is not a sibling of the employee; and  
3

4 6. is jointly responsible with the employee for each other's  
5 common welfare as evidenced by joint living arrangements,  
6 joint financial arrangements or joint ownership of real or  
7 personal property.  
8

9 D. One (1) workday may be granted to employees, at the sole discretion of the  
10 Town Manager, for attendance at funerals of persons not covered under the above  
11 definition.  
12

13 E. If additional days or coverage are added to the Town's Personnel Policy,  
14 they shall be applicable to this provision.  
15

## 16 2. Sick Leave 17

18 A. Rate of Accrual: Sick leave shall accrue at the rate of eight (8) hours for  
19 each full calendar month of service, cumulative to a maximum of eight hundred  
20 (800) hours for employees hired prior to September 12, 2005 and four hundred and  
21 eighty (480) hours for employees hired on or after September 12, 2005. For the  
22 purposes of this section, the first month of an employee's service shall be counted  
23 as a full month of service, if employment begins on or before the fifteenth (15<sup>th</sup>)  
24 day of the month.  
25

### 26 B. Use of Sick Leave:

27 Sick leave may be used only in the following cases:  
28

29 1. Personal illness or physical incapacity of such degree as to  
30 render the employee unable to perform the duties of his position unless the  
31 employee is capable of other work in his department and is assigned to such other  
32 work. If requested, the employee shall furnish the Police Chief with a certificate  
33 from his attending physician.

34 2. Sick leave to provide care for employee's parent, spouse and  
35 child is permitted. Documentation may be requested by the Police Chief or Town  
36 Manager.

37 3. Personal medical or dental appointments that cannot be  
38 scheduled outside of work hours.

39 4. As a supplement to Income Protection payments.

40 5. As a supplement to the bereavement/funeral leave, at the  
41 discretion of the Town Manager.

42 6. Absences for a fraction or a part of a day that are chargeable to

1 sick leave in accordance with this section shall be charged proportionally in  
2 amounts not smaller than one (1) hour per occasion. Sick leave usage shall be  
3 recorded regularly on the payroll slip. The Town Manager shall review all sick  
4 leave records periodically and investigate any cases that indicate abuse of the  
5 privilege. Abuse of the sick leave privilege shall be cause for discipline including  
6 dismissal.

7 7. Employees are eligible for workers compensation for a service-  
8 connected injury, and may elect to take earned sick leave in addition to workers  
9 compensation, to the extent that it provides full net regular pay and to the extent of  
10 earned sick leave credit or the income protection plan.

### 11 12 3. Leave With or Without Pay

13  
14 A. A full-time employee may be granted a leave of absence without pay  
15 and/or without benefits by the Town Manager for a period deemed necessary by  
16 the employee for the purpose of the leave, but not in excess of sixty (60) calendar  
17 days. The decision to grant such leave is at the sole discretion of the Town  
18 Manager.

19 B. The employee is expected to return to work upon the expiration of a  
20 granted leave or to have written permission from the Town Manager to extend such  
21 leave. Continued absence without having arranged for an extension of leave shall  
22 be deemed a resignation from employment.

23 C. Employees may choose to continue insurance benefits for the duration  
24 of the leave by assuming the employer contribution.

25 D. Vacation and sick leave will not continue to accrue during the leave.

26 E. Employees must give a seven (7) day notice when requesting time off,  
27 unless it is an emergency, which can be approved by the Police Chief.

### 28 29 4. Family and Medical Leave

30  
31 A. Family and medical Leave shall be granted pursuant to State and Federal  
32 laws and regulations.

33 B. Family and medical leave may be extended at the sole discretion of  
34 the Town Manager. If leave is extended, the employee may or may not be restored  
35 to the same or equivalent position.

36 C. Any employee eligible for and who receives family and medical leave  
37 shall continue to receive the Town's paid portion of the health insurance premium.

### 38 39 5. Jury/Witness Leave

40  
41 A. Any employee of the Town of Rockport shall be excused from work  
42 when required to respond to a summons for jury duty, to serve as a juror, or to

1 attend court for prospective jury service. The Town encourages employees to  
2 fulfill such duties, and agrees to pay the employee the difference between regular  
3 pay and juror's pay, provided the employee presents an official statement of jury  
4 pay received.

5 B. An employee required to appear as a witness in private litigation,  
6 unrelated to the Town, including employment, will be given time off as leave  
7 without pay for such attendance. In the event that the Town requires an employee  
8 to attend a court proceeding, the employee shall suffer no loss in regular pay as a  
9 result of such attendance, and hours required to be spent at court at the Town's  
10 request shall be considered hours actually worked for the Town, for purposes of  
11 overtime eligibility. Employees who are compensated by the Town for attendance  
12 in court are required to turn over any witness or other fees received for such  
13 appearance.

14 C. Employees required to report for possible jury duty, or to appear as a  
15 witness, agree to inform the Town as soon as possible of such notice to report, and  
16 any subsequent obligations, and to return to work promptly after such jury or  
17 witness duty is completed or if the employee is released early on any given  
18 jury/court day.

19  
20 6. Military Leave/Reserve Service Leave

21 Military and Reserve Service Leave shall be granted pursuant to state and  
22 federal laws.

23  
24 7. Other Leaves

25 The Town Manager may authorize special leaves of absence, with or without  
26 pay or benefits, for any period of time, and for purposes that are deemed beneficial  
27 to the service of the Town.

28  
29 8. Return to Work Program

30 A. The Town may terminate any ill or injured employee (a) who refuses  
31 to participate in a Return to Work Program despite having received medical  
32 clearance to do so; (b) who has failed to return to his/her regular work position,  
33 modified or otherwise, for a period of up to twelve (12) months from the date of  
34 injury or illness (including participation in the Return to Work Program); or (c)  
35 upon written certification from the employee's attending physician that there no  
36 longer exists an expectation that the employee will be able to return to his/her  
37 regular position. This twelve (12) month period may be extended by the Town  
38 Manager provided written agreement is reached between the employee's attending  
39 physician and the Town's physician that the employee's prognosis for return is  
40 probable within the next six (6) months, e.g. not to exceed eighteen (18) months  
41 from the date of injury. Such termination shall not be considered disciplinary in  
42 any way.

1 B. The employee will receive at least a ninety (90) calendar day notice of  
2 the Town's intention to terminate the employee, except in any instance in which an  
3 employee refuses, despite medical clearance, to participate in the Return to Work  
4 Program. An employee who refuses to participate in the Return to Work Program  
5 despite medical clearance is not covered by Paragraph 3 above.

6 C. If the employee becomes capable of performing the job duties of the  
7 job classification within twelve (12) months from the separation date, or if the  
8 employee notifies the Town Manager within this twelve (12) month period of  
9 his/her ability to return to work within eighteen (18) months from the separation  
10 date, and if the position is vacant, the employee shall have first refusal to said  
11 position. If that job classification is filled, unfunded, or no longer exists, then the  
12 employee shall be entitled to be placed in a vacant position within the Town for  
13 which the employee is qualified. In the event that any employee who has been  
14 terminated pursuant to this Article regains his/her work capacity and returns to  
15 work, the employee shall not retain any seniority or benefits previously held,  
16 except that after twelve (12) months of continuous employment, the employee  
17 shall be upgraded on the salary scale based on the employee's previous seniority.  
18

19 **ARTICLE 12 – DISCIPLINARY ACTION**

20  
21 A. No non-probationary employee shall be suspended without pay or  
22 discharged without just cause.

23  
24 B. A non-probationary employee has the right to file a grievance regarding a  
25 written reprimand with the understanding that it is not arbitrable. The employee  
26 may file a written rebuttal within ten (10) calendar days of the Town Manager's  
27 written decision regarding a written reprimand, and the rebuttal shall be placed in  
28 the employee's personnel file.

29  
30 C. If the written reprimand is used to support a suspension without pay or  
31 discharge, the written reprimand must at that time meet the requirements of the just  
32 cause standard.

33  
34 D. It is the intent of the Town to follow the concept of progressive discipline  
35 for non-probationary employees with the understanding that the discipline steps  
36 listed below may be bypassed by management depending on the nature of offense:  
37

- 38 1. Verbal reprimand
- 39 2. Written reprimand
- 40 3. Suspension without pay
- 41 4. Discharge

1  
2 E. Discipline shall be removed from an employee's personnel file within the  
3 following time limits. "Time limits" shall be considered starting from the point the  
4 discipline is issued to the employee and shall be removed from an employee's  
5 personnel file with the following time frames. Discipline shall not be removed if  
6 there is subsequent discipline of the same nature of previously issued discipline  
7 within the described time frames. In these cases, time limit on the first incident  
8 shall begin upon this issuance of the second similar discipline etc.

- 9 1. Verbal Reprimand – 2 years
- 10 2. Written Reprimand – 2 years
- 11 3. Suspension Without Pay – 5 years

12  
13 F. Corrective employee action may be taken by Management in cases where  
14 they feel that the nature of the offense/employee performance does not rise to the  
15 level of discipline or when Management feels that the action taken is performance  
16 based. Corrective action shall not be placed in an employee's personnel file and  
17 shall be applicable only to the evaluation period that it is issued in.

18  
19 Types of corrective action shall be:

- 20 1. Verbal Counseling
- 21 2. Written Counseling

22 F.

## 23 **ARTICLE 13 – SENIORITY/REDUCTION IN FORCE/VACANCIES**

24  
25 A. Seniority Determination

26  
27 1. Unit Seniority shall be determined by length of full-time continuous  
28 service in the bargaining unit.

29 2. Position Seniority shall be determined by length of continuous service  
30 in a ranking position or a patrol position.

31  
32 B. Within thirty (30) days of the signing of this Agreement, and each July 1<sup>st</sup>  
33 thereafter, the Town shall furnish to the Union a list of full-time bargaining unit  
34 employees listing their date of hire, bargaining unit seniority and position date and  
35 position seniority. The Union will have fourteen (14) calendar days to notify the  
36 Town of any errors in the seniority list. The failure of the Union to make such  
37 notice will serve as an acceptance of the submitted seniority list, and it shall remain  
38 in effect until the following July 1<sup>st</sup>.

39  
40 C. Layoff: In the event it becomes necessary for the Town to lay off employees  
41 for any reason, the selection of employees to be laid off shall be done by seniority

1 and with consideration given to job performance. When the position to be  
2 eliminated is in a ranking position, the employee with the least position seniority  
3 will be laid off with consideration given to job performance. The ranking officer  
4 laid off may displace the patrol officer with the least unit seniority provided the  
5 ranking officer has more unit seniority. In no event may an employee receive a  
6 promotion as a result of a reduction in force.

7  
8 D. Notice: All affected employees will receive fourteen (14) days advance  
9 notice of layoff, and the Town shall meet with the affected employee and the  
10 Union prior to the actual occurrence of layoff.

11  
12 E. Recall: Employees will be recalled from layoff according to their bargaining  
13 unit seniority, and operational needs of the Town but in no event, may a patrol  
14 officer on layoff be recalled to a ranking position. No new employees may be hired  
15 until all employees on layoff status have been afforded recall notice. The recall  
16 period shall be for twelve (12) months from the effective date of the layoff.

17  
18 F. Promotions: Employees shall be given opportunity and encouragement for  
19 advancement. Employees shall be given consideration first in filling a vacancy.  
20 Whether a position is filled from within or outside is determined by the Chief and  
21 the Town Manager only after review of the qualifications of all Town employees  
22 who have applied for the position.

23  
24 G. Demotions: Demotions are appointments to a position at a lower pay range,  
25 and may be either (1) voluntary, (2) as a result of disciplinary action, or (3) job  
26 performance. Employees who are demoted are paid within the range applicable to  
27 the position, at the rate determined by the Town Manager.

28 **ARTICLE 14 – GRIEVANCE PROCEDURE**

29  
30 A. A grievance is defined to be a dispute as to the meaning or application of the  
31 specific terms of this Agreement. Any grievance arising between the Town and a  
32 bargaining unit member shall be settled in the following manner.

33  
34 B. Procedure for Processing a Grievance

35  
36 1. The aggrieved employee(s) must, within ten (10) working days after  
37 first knowledge of the grievance or the reason for the grievance has occurred,  
38 submit the grievance in writing to the Police Chief. The grievant, the Union  
39 representative, and the Chief shall meet within ten (10) working days for the  
40 purpose of resolving the dispute. If no resolution is reached, the Police Chief shall

1 within ten (10) working days issue a written decision to the grievant and the Union  
2 representative.

3 2. The grievant may, within ten (10) working days of receipt of the  
4 Police Chief's decision, appeal by submitting a copy of the grievance and the  
5 decision to the Town Manager. The Town Manager shall, within ten (10) days,  
6 meet with the grievant, the Police Chief, and the Union representative for the  
7 purpose of resolving the grievance. If the grievance is not resolved, the Town  
8 Manager shall issue a written decision within ten (10) working days from the date  
9 of the meeting to the grievant and the Union representative.

10 3. In the event that the decision rendered by the Town Manager is not  
11 acceptable to the Union, the Union may, within ten (10) working days thereafter,  
12 request in writing to the Town Manager, that the matter be referred to arbitration.  
13 The Town Manager or designee and a Union representative shall attempt to agree  
14 upon the selection of an arbitrator or to use the Maine Board of Arbitration and  
15 Conciliation (MBAC) within ten (10) working days after such request is submitted  
16 to the Town. If they are not able to agree on an arbitrator or the MBAC, then the  
17 Town and the Union will follow the procedures established by the American  
18 Arbitration Association for selecting an arbitrator.

19 4. The arbitrator shall have no authority to add to, subtract from or  
20 modify the provisions of this Agreement. The arbitrator shall be without power to  
21 make any decision which is contrary to law, which requires the commission of an  
22 act prohibited by law, or which is violative of the terms of this Agreement. The  
23 arbitrator's decision shall be binding, subject to appeal as provided by law.

24 5. The Town and the Union shall bear equally the cost, fees and  
25 expenses of the arbitrator. Other expenses shall be borne by the party incurring the  
26 same. Absent mutual Agreement to a cancellation of a grievance arbitration  
27 hearing, the party who unilaterally cancels the hearing shall be responsible for any  
28 cancellation fees.

29  
30 C. Miscellaneous

31  
32 1. Requirements to Adhere to Time Limits

33  
34 a. If a grievance is not filed or appealed to the next higher level  
35 within the time limits so specified, such grievance shall be considered settled and  
36 any further appeal will be denied. All grievances shall be filed and appealed  
37 within the time limit set forth or they shall be deemed waived. If the Town fails to  
38 conduct any required meeting or issue the required decision within the time limits  
39 stated above, the Union may appeal to the next level of the grievance procedure  
40 including arbitration.

41 b. The parties may by mutual Agreement extend any time limit  
42 provided the extension is in writing.



1 c. It is understood that the presentation and discussion of  
2 grievances shall take place during non-working time except by mutual Agreement.  
3

4 2. Days

5 For the purpose of this Article, "working days" shall mean the days  
6 Monday through Friday, excluding holidays.

7 **ARTICLE 15 – EMPLOYEE RIGHTS**

8  
9 A. Introduction

10  
11 The Chief or designee shall be responsible to ensure that all allegations of  
12 misconduct and other violations shall be investigated. Such investigation shall be  
13 completed within a reasonable time based upon the circumstances of the alleged  
14 misconduct and the investigation. If the investigation is as a result of a complaint  
15 from the public, misconduct, or other violations that come to the attention of the  
16 Police Chief or designee, the following shall be followed:  
17

18 B. No Probable Cause

19  
20 The Chief or designee shall investigate all such allegations. Such  
21 investigator shall inform any employee under investigation of the nature of the  
22 investigation before it commences. If diligent efforts to contact the employee fail,  
23 the investigator shall advise the designated representative of the Union. Sufficient  
24 information will be provided to apprise the member of the specific allegations.  
25 The investigator shall be allowed to interview the complainant prior to notifying  
26 the member. Where no probable cause is found, the investigation will terminate  
27 and the record shall not become part of the employee's file.  
28

29 C. Probable Cause

30  
31 1. When an investigator believes that there is reasonable cause to  
32 interview the employee under investigation concerning an alleged violation of the  
33 department's operating procedure or misconduct, the member shall be afforded  
34 twenty-four (24) hours' notice, unless an emergency exists or such right is waived,  
35 to contact and consult privately with an attorney or other counsel of the employee's  
36 choosing before being interviewed.

37 2. The interview of any employee shall be at a reasonable hour,  
38 preferably when the employee is on duty, and during the daylight hours, unless the  
39 course of the investigation dictates otherwise, and such interview will be  
40 conducted without unreasonable delay.

1           3.     The employee being questioned shall be informed of the identity of all  
2 persons present during the interview. If it is known that the employee being  
3 interviewed is a witness only, the employee shall be so informed. The interview  
4 shall be conducted with the maximum amount of confidentiality possible. The  
5 questions shall be specifically related to the alleged violation. If any previously  
6 undisclosed matter is discovered which may be subject to investigation, it shall be  
7 handled pursuant to this procedure.

8           4.     If after the investigator has interviewed the complainant and the  
9 employee in question and it is determined by the Police Chief or designee that such  
10 misconduct or other violation is not a dismissible offense, or of such magnitude  
11 that a suspension would result, the findings shall be provided to the Chief or  
12 Selectmen for disposition within ten (10) working days of such determination, and  
13 the employee so informed.

14          5.     Upon completion of such investigation where probable cause exists to  
15 warrant suspension or dismissal, the results of such investigation interviews shall  
16 be provided to the Police Chief. In such cases, when formal charges are preferred,  
17 such charges shall be provided to the member in question in writing and a copy  
18 provided to the designated representative of the Union.

19  
20     D.     Criminal Investigation

21  
22           Any criminal investigation of or concerning said employee conducted by an  
23 outside agency, e.g. District Attorney or State Attorney General, may cause the  
24 Police Chief or designee to suspend any interdepartmental investigation and to  
25 suspend the employee immediately without pay pending the results of the external  
26 investigation. In cases where probable cause exists that a criminal offense has  
27 been committed, the employee may be suspended immediately without pay  
28 pending disposition of the charges.

29  
30  
31     E.     Polygraph Examination

32  
33           If an employee under investigation is requested to submit to a polygraph  
34 examination, the employee will be apprised in writing of the incident or incidents  
35 about which the inquiry is to be made to enable the member to confer with counsel  
36 of the employee's choosing prior to the examination. Said counsel may monitor  
37 the examination. The questions asked on the polygraph examination will be  
38 narrow and specific as defined by American Polygraph Association guidelines and  
39 will be allowed to be reviewed by employee's counsel prior to the examination.  
40 The exam will be offered in a format approved by the American Polygraph  
41 Association. Such polygraph examination shall be voluntary and the officer shall  
42 not be disciplined for refusal to submit to such examination.

1  
2 F. An employee under investigation, shall have the right to view any related  
3 videos related to the investigation, prior to being interviewed.  
4

5 G. Completion of Investigation  
6

7 Within fifteen (15) calendar days of the completion of the investigation, the  
8 employee shall be advised of the final outcome. No charges shall be brought  
9 unless the procedures were followed as outlined above and probable cause was  
10 found.  
11

12 H. Extension of Time Limits  
13

14 The Police Chief or designee shall have the ability and option to extend the  
15 time limits and notice requirements of the above-referenced procedure provided  
16 that written notification is given to the employee being investigated.  
17

18 I. Procedural Errors  
19

20 Failure to follow the above procedure, unless waived by the employee in  
21 question, shall result in dismissal of all charges, with prejudice, and destruction of  
22 all related records.  
23

24 J. Garrity Warning  
25

26 If an employee is directed to appear and answer questions before the Police  
27 Chief or designee, the following warnings shall be given to the employee  
28 concerned prior to the commencement of the interview:  
29

30 "I wish to advise you that you are being questioned as part of an  
31 official investigation of the Rockport Police Department. You will be  
32 asked questions specifically and narrowly related to the performance  
33 of your official duties and fitness for office. You are entitled to all  
34 rights and privileges guaranteed by the laws and Constitution of this  
35 State and the Constitution of the United States, including the right not  
36 to be compelled to incriminate yourself. I further wish to advise you  
37 that if you refuse to testify or to answer questions relating to the  
38 performance of your official duties or fitness for duty, you will be  
39 subject to departmental charges which could result in your dismissal  
40 from the Rockport Police Department. If you do answer, neither your  
41 statements nor any information or evidence which is gained by  
42 reasons of such statements can be used against you in any subsequent

1 criminal proceedings. However, these statements may be used against  
2 you in relation to subsequent departmental charges.”

### 3 ARTICLE 16 – INSURANCE/BENEFITS

#### 4 5 A. Health Insurance

6  
7 1. The Town pays the full individual cost (100%) of employee  
8 participation in the group health insurance plan, and 80% of the cost of dependent  
9 coverage for eligible employees hired prior to September 12, 2005. The Town  
10 pays 85% of the individual cost of employee participation in the group health  
11 insurance plan and 85% of the cost of dependent coverage for eligible employees  
12 hired on or after September 12, 2005. The employee is responsible for premium  
13 amounts over the Town contribution.

14 2. A probationary employee shall be eligible to participate in the health  
15 insurance program after completion of a fifteen (15) workday waiting period and  
16 commencing at the beginning of the subsequent month.

17 3. Pursuant to the pretax regulations of the Town’s IRS Section 125  
18 Plan, any employee contribution of insurance premium shall be deducted on a  
19 pretax basis provided the employee has signed a Salary Reduction Agreement.  
20 The employee may submit a written request for a non-pretax contribution.

21 4. Re-Opener Provisions: In the event that either state or federal  
22 legislation pertaining to health insurance is enacted during the term of this  
23 Agreement, either the Town or Union shall have the right to reopen this health  
24 insurance section for further negotiations. Notwithstanding anything contained to  
25 the contrary herein, the Town reserves the right to institute a new program of  
26 insurance providing the benefits are substantially equal or superior to those  
27 currently provided. The parties agree to meet for the purpose of collective  
28 bargaining upon written receipt of a 30-day notice requesting negotiations  
29 regarding this provision. Any agreements reached shall be subject to ratification of  
30 the Town and the Union. The Town and the Union shall implement any  
31 provision(s) ratified.

#### 32 33 B. Income Protection Plan

34  
35 The Town pays 75% and the employee pays 25% of the premium for income  
36 protection insurance, covering non-occupationally incurred disabilities. Coverage  
37 is available for either 70% or 40% of wages, at the employee’s choice, and pays  
38 that percentage of the weekly wage if the employee is unable to work and is under  
39 a doctor’s care for eight (8) consecutive days up to fifty-two (52) weeks. An  
40 employee may elect in writing to use his/her accumulated sick leave to obtain  
41 his/her net weekly pay. In no instance may the employee receive full sick leave

1 pay and full income protection daily payment. It is the intent of the Town to  
2 provide an opportunity for the employee to continue to receive regular take home  
3 pay and to prevent an employee from receiving double pay.

4  
5 C. Group Life Insurance

6  
7 Term life insurance for employees only is available through Maine  
8 Municipal Employees Health Trust at no cost to the employee. Employees are  
9 eligible for coverage rounded up to the next \$1,000.00 over their annual wage.

10  
11 D. Maine Public Employees Retirement System Life Insurance

12  
13 Group life insurance through the Maine Public Employees Retirement  
14 System is available through payroll deduction at the employee's expense.  
15 Employees are eligible for coverage rounded up to the next \$1,000.00 over their  
16 annual wage. Optional dependent coverage is also available.

17  
18 E. Cancer Care / Intensive Care Insurance Deductions

19  
20 These insurances through American Family Life Assurance Company  
21 (AFLAC) are available to full-time employees at their own expense through  
22 payroll deduction.

23  
24 F. Group Dental Insurance

25  
26 An optional dental plan is available at group rates through payroll deduction  
27 at the employee's expense.

28  
29 G. Worker's Compensation

30  
31 The Town provides worker's compensation coverage, as mandated by State  
32 law, which provides income and other benefits covering occupationally-incurred  
33 injuries and/or disabilities, to all employees. An employee may elect in writing to  
34 use his/her accumulated paid leave to obtain his/her net weekly pay. In no instance  
35 may the employee receive full sick leave pay and full workers compensation daily  
36 payment. It is the intent of the Town to provide an opportunity for the employee to  
37 continue to receive regular take home pay and to prevent an employee from  
38 receiving double pay.

39 **ARTICLE 17 – RETIREMENT/PENSION**

40  
41 A. Retirement Plan

1  
2 The Town offers a choice of retirement benefits of the International City  
3 Management Association (ICMA) 457 Deferred Comp Plan retirement program,  
4 the Maine Public Employees Retirement System (MPRS) retirement plan, or a 457  
5 Deferred Compensation Plan offered through VALIC to eligible employees.  
6 Further information regarding Town-sponsored retirement plans may be obtained  
7 from the Finance Director. The employee is required to contribute a minimum of  
8 5.5% of gross pay in order to earn the Town's contribution of 5.0% (except in the  
9 case of the Maine Public Employees Retirement System where the Town's  
10 contribution is dictated by MPERS rules).

11  
12 Effective January 1<sup>st</sup>, 2021, The Town shall offer employees enrolled in the Maine  
13 State Retirement System (MPERS), the 2C Special Plan.

14  
15 B. Social Security

16  
17 In addition to the retirement plan choices offered above, the Town  
18 participates jointly with employees in Social Security payments. Benefits provided  
19 include a retirement feature, survivor's benefits, and payments if death occurs  
20 before retirement, disability insurance, and Medicare coverage.

21 **ARTICLE 18 – PERSONNEL RECORDS**

22  
23 A. Personnel records shall be maintained for each employee. The Police Chief  
24 shall, upon written request, provide the employee or his/her duly authorized  
25 representative with an opportunity to review his/her personnel file during regular  
26 business hours where the records are located and under the supervision of the  
27 Police Chief or his/her designated representative.

28  
29 B. For purposes of this section, a personnel file shall include, but not be limited  
30 to, any formal or informal written evaluations and reports relating to the  
31 employee's character, credit, work habits, compensation, benefits and leave time  
32 reports which the Police Chief has in his/her possession, or otherwise provided by  
33 30-A M.R.S.A. §2702.

34  
35 C. Public inspection of a personnel file shall be pursuant to 30-A M.R.S.A.  
36 §2702.

37 **ARTICLE 19 – RESIGNATION**

38  
39 A. Any non-probationary employee wishing to leave Town employment in  
40 good standing shall provide the Department Head with a written notice of intent to

1 terminate employment and the reasons for leaving a minimum of ten (10) working  
2 days prior to the effective date. Upon separation, the Town shall pay all wages  
3 owed, as well as earned vacation pay accrued and due to the employee as of the  
4 employee's resignation date (not to exceed the accrual cap set forth in Article 10  
5 (Vacations)), if any, on the next regular pay day, and 50% of accrued sick leave,  
6 cumulative to a maximum of eight hundred (800) hours for employees hired prior  
7 to September 12, 2005 and four hundred eighty (480) hours for employees hired on  
8 or after September 12, 2005. Failure to provide such notice shall be grounds for  
9 withholding any earned vacation pay and accrued sick pay, and for denying future  
10 re-employment by the Town, unless the parties have agreed in writing to waive the  
11 ten (10) day notice requirement. "Good standing" means that the employee's  
12 separation is for a reason other than discipline, performance, or failure to meet job  
13 responsibilities.

14  
15 B. The effective date of separation shall be at the close of business on the last  
16 day the employee reports for duty, the date specified in his written resignation, or  
17 the last day of leave granted should he/she fail to report on the first working day  
18 following the expiration of his/her leave. All separating employees shall turn in  
19 any Town-owned property in their possession, including keys, prior to receipt of  
20 the employee's last paycheck. Separating employees shall also leave a forwarding  
21 address with their Department Head or with the Finance Director for the purposes  
22 of forwarding Internal Revenue Service forms and any remaining checks for  
23 unpaid compensation.

24  
25 C. If the employee agrees, the Town Manager or designee shall conduct a  
26 confidential exit interview.

27  
28 D. Unauthorized Absence

29  
30 Unauthorized absences from work for a period of three (3) days or more  
31 without permission of the Department Head shall be considered by the Town as  
32 being voluntary resignation by the employee.

33  
34 E. Reinstatement

35  
36 Employees who have resigned but wish to be reinstated may be reinstated at  
37 the sole discretion of the Town Manager if this action is deemed to be in the  
38 interests of the Town.

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**ARTICLE 20 – INSERVICE TRAINING**

A. The Town is committed to the principle of training for all members of the bargaining unit. Said training shall be provided insofar as it does not adversely affect and interfere with the orderly performance and continuity of municipal services. Training shall be scheduled by the Chief of Police or designee. Employees will attend training sessions as assigned by the Chief.

B. The Chief of Police shall generally encourage equal access to training opportunities to the extent that operational requirements of the Department permit. The Association shall be given an opportunity, upon request, to offer suggestions to the Chief on ways to improve access to training opportunities.

C. Upon receipt of a notice of an acceptable school training program, it will be posted in the Police Department, giving the officers an opportunity to volunteer. Selection will be made taking into consideration the best interests of the Department.

D. If it is more efficient to allow an officer to use his/her personal vehicle than a Town vehicle to attend training as determined by the Police Chief, the employee shall be reimbursed at the IRS mileage reimbursement rate.

**ARTICLE 21 – UNIFORMS**

A. The Town shall provide uniforms and equipment at no cost to the employee and replacements, as needed and determined by the Police Chief or designee, for the regular performance of the employee’s duties. The Town shall provide a bullet-proof type vest for each police officer which must be worn while the officer is performing his/her duties. [See list of Uniform/Equipment at end of this Article]

B. In addition to issued uniforms and equipment, an employee shall have available annually as of July 1<sup>st</sup> an amount up to \$250.00 for the purchase and maintenance of additional optional approved uniforms and equipment. All optional uniforms and equipment must receive prior written approval of the Police Chief or designee [See Uniform/Equipment Appendix]. Authorized optional uniform and equipment may be used or worn as an alternative to the police officer’s standard uniform and equipment. The Police Chief shall specifically designate the type and brand of the optional item and, to the extent applicable, provide three choices for each item.



1 C. The Town will provide dry-cleaning services for uniforms.

2

3 D. Subject to the Police Chief's written approval and upon submission of a  
4 written, paid bill from a police officer, the Town will reimburse the employee for  
5 the repair or replacement of personal eyeglasses that are damaged, destroyed, or  
6 lost while on duty for an amount not to exceed \$250.00 per incident.

7

8

**Uniforms/Equipment**

9

<u>Number Issued</u>	<u>Description of Items</u>
10	
11	
12	1 Handgun
13	1 Kevlar bullet-resistant vest
14	1 Portable radio/external microphone/earpiece & charger or
15	alternative
16	2 Badges
17	1 Stinger flashlight w/holder-black & charger
18	1 Black leather duty belt w/4 keepers
19	1 Mace holder w/mace - small size – black
20	1 Ammo case – black
21	2 Handcuff cases – black
22	1 Set of handcuffs – chain
23	1 Set of handcuffs – hinged
24	1 Asp w/holder (if trained)
25	1 Glove pouch – black
26	1 8-point hat with badge
27	1 Winter hat (fur type)
28	1 Rain hat – plastic
29	1 Rain coat – orange/black
30	1 Pair of summer boots/shoes – black
31	1 Pair of winter boots – black
32	1 3-season jacket w/patches
33	3 Summer short-sleeve shirts w/patches – class A blue
34	3 Winter long-sleeve shirts w/patches – class A blue
35	3 Pair of duty pants – class A dark blue
36	2 Name tags
37	1 Set of collar brass
38	1 Whistle w/chain and hook
39	1 Black necktie
40	1 Pair of white dress gloves
41	1 Pair of black patrol gloves
42	4 Blue T-shirts

1 4 Blue mock turtlenecks

2

3 **Optional List [Chief needs to designate brand and type]**

4

5 Navy blue sweater w/patches

6 Class B uniforms – blue w/sewn-on brass/all uniforms

7 Web gear

8 Black leather patrol jacket w/patches

9 Navy blue “Police” baseball cap

10 Blue windbreaker jacket with “Police” insignia

11 Black field jacket w/patches and sewn-on badge to be

12 worn with class B uniform

13 BDU-style pants/shirts for range training

14 Items to maintain uniforms, e.g. boot polish

15 Any other items (uniforms/gear) with Chief’s written  
16 approval  
17

18 **ARTICLE 23 – BULLETIN BOARD**

19

20 The Town agrees to provide suitable space for and maintain a bulletin board  
21 at Police Headquarters. The Union shall limit its use of the bulletin board to  
22 official business, such as meeting notices and Union bulletins of a non-  
23 controversial nature.

24 **ARTICLE 24 – POLITICAL ACTIVITY**

25

26 In addition to observing general standards and/or regulations of conduct from  
27 employees of any organization, public employees are expected to treat everyone they  
28 serve with complete impartiality and are thus prohibited from using their official  
29 positions for personal profit or the profit of friends and family. Any violation is  
30 subject to disciplinary action including dismissal.

31

32 **ARTICLE 25 – NO STRIKE**

33

34 The Union, its representatives, members and agents agree that they will not  
35 cause, condone, support, promote or participate in any strike, slowdown, work  
36 stoppage, job action, withholding of any services, or any other activity that might  
37 interfere in any way with the normal activities, operations and work of the Police  
38 Department during the life of this Agreement or during the hiatus period until its  
39 successor Agreement. During the term of this Agreement or during the hiatus

1 period until its successor Agreement, the Town agrees not to engage in any lockout  
2 of employees. In the event that any of such persons engages in any such activity,  
3 the Union shall promptly and publicly notify those so engaged to immediately  
4 resume all of their normal duties and activities.

5 **ARTICLE 26 – LEGAL AID AND PROTECTION**

6  
7 Employees are covered by the Town’s liability coverage for the performance  
8 of their work responsibilities.

9 **ARTICLE 27 – MANAGEMENT RIGHTS**

10  
11 A. The Town retains all rights and authority to manage and direct its  
12 employees, except as otherwise specifically provided for in this Agreement. Such  
13 rights shall include and shall not be limited to: the operation and management of  
14 the Town’s Police Department; the direction of the working forces; the right to  
15 hire, to change assignments, to promote, to suspend; to reduce or expand the  
16 working forces; to transfer; to maintain discipline; to establish work schedules; to  
17 introduce new, improved, or changed methods of work or facilities; to contract any  
18 work; to establish, change, combine, or eliminate jobs, work, tasks, or positions.  
19 The right to select employees for promotion or transfer to supervisory or other  
20 positions and to determine the qualifications and competency of employees to  
21 perform available work; and in all respects to carry out the ordinary and customary  
22 functions of management. The Town’s not exercising any function or right hereby  
23 reserved to it, or the exercising of any functions in a particular way, shall not be  
24 deemed a waiver of its rights to exercise such function or preclude the Town from  
25 exercising the same in some other way not in conflict with the express provisions  
26 of this Agreement.

27  
28 B. The Town may adopt rules and regulations for the operation of the  
29 department and the conduct of its employees, provided such rules do not conflict  
30 with any specific provision of this Agreement.

31 **ARTICLE 28 – GENDER**

32  
33 The use of the male or female gender nouns or pronouns is not intended to  
34 describe any specific employee or group of employees but it is intended to refer to  
35 all employees in job classification, regardless of sex.

36 **ARTICLE 29 – OUTSIDE EMPLOYMENT**

1 An employee will provide written notice of outside employment to the  
2 Police Chief before an employee commences outside employment and upon any  
3 changes to the employee's outside employment status. Such employment may be  
4 terminated or curtailed by the Police Chief if, in his judgment, such employment  
5 hinders the employee in the impartial or efficient performance of his/her duties. In  
6 any event, no employee shall fail to appear for a mandatory work shift or  
7 assignment due to conflicting outside commitments. For purposes of this article,  
8 outside employment includes self-employment and any services performed for  
9 compensation other than police work for the Town.

10 **ARTICLE 30 – WORK RULES**

11  
12 The Union shall be permitted to make suggestions regarding departmental  
13 rules and regulations. These suggestions will be submitted in writing to the Police  
14 Chief.

15 **ARTICLE 31 – CONSUMER PAID DETAILS**

16  
17 For outside work, which is paid by a public or private sector vendor,  
18 members of the bargaining unit shall have first refusal. In the event that no  
19 bargaining unit member accepts the outside work opportunity ninety-six (96) hours  
20 prior to the detail, then the Police Chief may elect to offer such work to non-  
21 bargaining unit members. The rate paid for such work shall be \$160.00 for a  
22 minimum of three (4) hours and \$40.00 per hour thereafter.

23 **ARTICLE 32 – CALL BACK TIME AND COURT TIME**

24  
25 A. Employees in the bargaining unit who are called in to work at time outside  
26 of, or prior to and not annexed to their regular scheduled shift, shall receive a  
27 minimum of three (3) hours pay at time and one-half (1½) rate or actual time  
28 worked at time and one-half (1½), whichever is greater.

29  
30 B. Court Time: Employees in the bargaining unit who are required, during their  
31 otherwise off-duty time, to attend court related to their duties as Rockport Police  
32 Officers shall receive a minimum of three (3) hours pay or their actual time  
33 worked, whichever is greater, at time and one-half (1½) for such court attendance,  
34 provided that all witness fees are paid directly to the Town.

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**ARTICLE 33 – VALIDITY CLAUSE**

If any provision of this Agreement shall be contrary to any law, such conflict shall not affect the validity of the remaining provisions. Those portions of the Agreement affected shall be subject to reopening by either party.

**ARTICLE 34 – DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2020, or upon its signing date, whichever is later, for any member of the bargaining unit employed as of its signing date, and it shall remain in full force and effect until June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have set their hands this 23<sup>rd</sup> day of December, 2020.

**TOWN OF ROCKPORT**

**FRATERNAL ORDER OF POLICE**

BY: Delora J. Hall  
Chair- Select Board

BY: AB  
President

BY: [Signature]  
Town Manager

BY: James C. Moore  
Secretary/Treasurer

BY: Michael J. Eder  
Union Representative

BY: AB  
Union Steward

**APPENDIX A - WAGES**

An employee will advance a step beginning on the employee's anniversary date of hire that occurs in the year in which the employee is entitled to advance a step.

**Town of Rockport  
Police FY 20-21 to 22-23**

<b>2019-2020 Town of Rockport (Current)</b>												
	Step New	Step A 1 Year	Step B 2 Years	Step C 3 Years	Step D 4 Years	Step E 5+ Years	Step F 7+ Years	Step G 9+ Years	Step H 12+ Years	Step I 15+ Years	Step J 17+ Years	Step K 20+ Years
Admin Assistant	15.3	15.57	15.84	16.12	16.39	16.66	17.21	18.03	18.58	19.4	19.94	20.94
Patrol	18.96	19.33	19.71	20.11	20.51	20.91	21.34	21.77	22.2	22.64	23.1	24.26
Sergeant						22.99	23.68	24.39	25.12	25.88	26.39	27.71

<b>1st 6 mths 2.00% New Scale</b>												
<b>July 1, 2020 to December 31, 2020 Town of Rockport</b>												
	Step New	Step A 1 Year	Step B 2 Years	Step C 3 Years	Step D 4 Years	Step E 5+ Years	Step F 7+ Years	Step G 9+ Years	Step H 12+ Years	Step I 15+ Years	Step J 17+ Years	Step K 20+ Years
Admin Assistant	15.61	15.88	16.16	16.44	16.72	16.99	17.55	18.39	18.95	19.79	20.34	21.36
Patrol	18.96	19.72	20.10	20.51	20.92	21.33	21.77	22.21	22.64	23.09	23.56	24.74
Sergeant						23.45	24.15	24.88	25.62	26.40	26.92	28.26

<b>2nd 6 mths 2.00% New Scale</b>												
<b>January 1, 2021 to June 30, 2021 Town of Rockport</b>												
	Step New	Step A 1 Year	Step B 2 Years	Step C 3 Years	Step D 4 Years	Step E 5+ Years	Step F 7+ Years	Step G 9+ Years	Step H 12+ Years	Step I 15+ Years	Step J 17+ Years	Step K 20+ Years
Admin Assistant	15.92	16.20	16.48	16.77	17.05	17.33	17.91	18.76	19.33	20.18	20.75	21.78
Patrol	19.34	20.11	20.51	20.92	21.34	21.75	22.20	22.65	23.10	23.55	24.03	25.23
Sergeant						23.92	24.64	25.38	26.13	26.93	27.46	28.83

Shift differentials for hours worked from 18:00 to 06:00 \$0.15 per regular hour and \$0.23 per overtime hour.

Town of Rockport, Maine

<b>2021-2022 Town of Rockport</b>												
Year 2 3.00% New Scale												
	Step New	Step A 1 Year	Step B 2 Years	Step C 3 Years	Step D 4 Years	Step E 5+ Years	Step F 7+ Years	Step G 9+ Years	Step H 12+ Years	Step I 15+ Years	Step J 17+ Years	Step K 20+ Years
Admin Assistant	16.40	16.68	16.97	17.27	17.56	17.85	18.44	19.32	19.91	20.79	21.37	22.44
Patrol	19.92	20.71	21.12	21.55	21.98	22.41	22.87	23.33	23.79	24.26	24.75	25.99
Sergeant						24.64	25.38	26.14	26.92	27.73	28.28	29.69

Shift differentials for hours worked from 18:00 to 06:00 \$0.20 per regular hour and \$0.30 per overtime hour.

<b>2022-2023 Town of Rockport</b>												
Year 3 3.00% New Scale												
	Step New	Step A 1 Year	Step B 2 Years	Step C 3 Years	Step D 4 Years	Step E 5+ Years	Step F 7+ Years	Step G 9+ Years	Step H 12+ Years	Step I 15+ Years	Step J 17+ Years	Step K 20+ Years
Admin Assistant	16.89	17.19	17.48	17.79	18.09	18.39	19.00	19.90	20.51	21.41	22.01	23.11
Patrol	20.52	21.34	21.76	22.20	22.64	23.08	23.55	24.03	24.50	24.99	25.50	26.77
Sergeant						25.38	26.14	26.92	27.73	28.57	29.13	30.58

Shift differentials for hours worked from 18:00 to 06:00 \$0.25 per regular hour and \$0.38 per overtime hour.