

AGENDA

Cumberland Town Council Meeting

Town Council Chambers

MONDAY, April 12, 2021

6:00 P.M. Workshop w/ Lands & Conservation Commission

7:00 P.M. Call to Order

I. CALL TO ORDER

II. APPROVAL OF MINUTES

March 22, 2021

April 5, 2021 Special Meeting

III. MANAGER'S REPORT

IV. PUBLIC DISCUSSION

Public discussion is for comments on items that are not on the agenda. Comments are limited to 5 minutes per person. Rebuttal comments will be limited to 2 minutes. Public discussion topics may be brought up again under New Business for further Council discussion.

V. LEGISLATION AND POLICY

21 – 037. To consider and act on approval of a workplan for the Lands & Conservation Commission for FY2022.

21 – 038. To hold a Public Hearing to consider and act on a Mass Gathering permit from First Track Investments for harness racing events at the Cumberland Fairgrounds.

21 – 039. To hold a Public Hearing to consider and act on a Credit Enhancement Agreement for Lakeside Concrete Cutting & Abatement Professionals, as recommended by the TIF Committee.

21 – 040. To hold a Public Hearing to consider and act on authorizing the Town Manager to enter into a labor contract agreement with the Cumberland Police Benevolent Association for the period of July 1, 2021 – June 30, 2024.

21 – 041. To hold a Public Hearing to consider and act on authorizing the Town Manager to enter into a labor contract agreement with the Public Services/Val Halla Employees Association for the period of July 1, 2021 – June 30, 2024.

21 – 042. To hold a Public Hearing to consider and act on amendments to the Personnel Ordinance.

21 – 043. To consider and act on authorizing the Town Manager to sell a small parcel of Town owned land on the corner of Greely Road and Val Halla Road.

21 – 044. To set a Public Hearing date of April 26th to consider and act on the adoption of the FY2022 Municipal Budget.

VI. NEW BUSINESS

VII. BUDGET REPORT

VIII. ADJOURNMENT

MINUTES

Cumberland Town Council Meeting

Town Council Chambers

MONDAY, March 22, 2021

5:30 P.M. Budget Workshop

7:00 P.M. Call to Order

Present: Councilors Copp, Edes, Foster, Gruber, Storey-King, Turner and Vail

I. APPROVAL OF MINUTES

Motion by Councilor Vail, seconded by Councilor Edes, to accept the March 8, 2021 meeting minutes as presented.

VOTE: 7-0 UNANIMOUS

Motion by Councilor Vail, seconded by Councilor Edes, to accept the March 15, 2021 special meeting minutes as presented.

VOTE: 7-0 UNANIMOUS

II. MANAGER'S REPORT

Town Manager Shane said that Janene and Sara Gorham are here this evening to give a report on an incident that took place recently.

Sara Gorham read the following:

My name is Sara Gorham, I grew up in Cumberland, graduated from Greely, as did my husband and siblings. We have many friends who still live here and after all these years I still consider Cumberland home. Life in Cumberland was—and still remains—an idyllic place to raise a family.

I am here on behalf of my parents, who remain residents, to discuss a deeply disturbing incident involving a member of the Cumberland Police Department.

On January 29th, my older brother John died at my parents' home, on hospice, after a traumatic and very tragic week-long struggle for his life. He was discharged home from Maine Medical Center on hospice the evening before his death, after suffering catastrophic brain damage and the decision to withdraw life support had been made. A nurse from Hospice of Southern Maine arrived on the morning of the 29th and my brother passed shortly after her arrival. My parents' priest, Reverend Mousin, arrived to perform last rites. Sadly, my father was not present for my brother's passing, as he had to leave that morning for a necessary cancer treatment.

After his death, it became clear that there were logistics (namely my brother passed before he was officially admitted as a patient of the hospice service) that prevented the hospice service from pronouncing his death, so the nurse followed protocol and called the FD to come pronounce my brother dead. She reported it as an anticipated death when she called.

A first responder arrived and told us it would be necessary for an officer to come given it was an "unattended death at home." Shortly thereafter the Detective arrived at my parents' home. He stormed in donning full protective gear, made no formal introductions and immediately positioned himself between my family and my deceased brother who remained in a hospital bed. He made no attempt to assess who was

present or what had transpired. He was gruff and unprofessional in his approach and at NO point did he offer any condolences for our recent loss. The hospice nurse made multiple attempts to detail the course of events and he was entirely dismissive of her and loudly spoke over her. He began his intake wherein he appeared annoyed, impatient and disrespectful. He consistently referred to my brother as “the body,” not once addressing him by name. He briefly described to us that due to circumstances “the body” was now in possession of the medical examiner and HE was here to conduct an investigation, as this was now considered a suspicious death, and the home and my brother’s body were now considered a crime scene. He told us he would leave with “the body” when the time came. At this point the situation in the home escalated very quickly. My mother became greatly distressed. She attempted to explain that we had already made plans with Cremation of Southern Maine for pick up later that afternoon and that we were anxiously awaiting the arrival of my father so he could pay his respects. My mother attempted to explain this to the detective, and he dismissed her and said the body would leave when he left.

Upon seeing our grieving mother become so distressed, my sister and I immediately became very defensive. Here we were, in our childhood home, grieving the very tragic loss of our brother not even an hour before, and we found ourselves in a very heated and tense encounter with a police officer, being made to feel as though we had just committed a crime.

The Detective approached me and my mother in an intimidating manner and stood within a foot of my body. He was very clearly agitated, red in the face and breathing heavily. Knowing I had done absolutely nothing wrong I directed him very firmly to back up. At this point the priest stepped forward, positioning himself between the Detective and my mother and made attempts to de-escalate the officer to no avail.

I fully understand that the Detective had a job to do. However, he lacked professionalism, skill, and any ounce of human decency. At no point did he communicate patience, compassion, or understanding, but rather—from the moment he first stepped foot in our home to the moment he left—remained brusque, accusatory, and dismissive of me and my family in our moment of deepest vulnerability.

This was an obvious hospice scenario: my brother’s body lay in a hospital bed. There were 4 grieving women, a hospice nurse wearing identification, and a priest in a formal collar. The hospice nurse and Reverend Mousin were in complete disbelief and both stated they have never seen anything of this nature occur during a clear hospice scenario.

My father returned home to a driveway full of multiple police cars and an ambulance. He was then forced to say goodbye and mourn his dead son, in the presence of law enforcement. The Detective remained a few feet away, talking loudly on the phone, continually disrupting what had been—prior to His arrival—a peaceful, quiet, and supportive, though deeply sorrowful family gathering.

In the aftermath of this event, we have heard from staff at MMC who have expressed shock, and sadness that any family would endure such suffering during a hospice death. The physician who cared for my brother in the CICU, having heard what had transpired, called my mother to express his sympathy and to gain insight as to what they can do to prevent this from happening to another family.

Hospice of Southern Maine conducted a formal review of their procedures and policies and made revisions to prevent this from ever happening again. And finally, Reverend Mousin composed a letter on our behalf which was submitted to Chief Rumsey with the formal complaint.

I have immense respect for members of law enforcement. Please know I am not here to condemn the entire department. In fact, I received a lovely email from Officer Mazuzan as well as an email from the Chief

wherein he expressed condolences for our loss. I am here today because my family and I remain deeply disturbed that a member of the PD would treat a grieving family with such disrespect and insensitivity. In my personal opinion, this incident exemplifies egregious police overreach. We are here today because we are concerned that something like this could happen to you or any other resident of Cumberland. No one should have to go through this. This is unacceptable. These actions do not reflect the Cumberland that I grew up in — the Cumberland that I think we all know and love.

Thank you for your time.

Janene Gorham read the following:

As a mother, you can imagine this was a very horrible situation. The night of my son's passing I was deeply grieved but also still very traumatized by what had happened in my home earlier. I was saddened so deeply by losing our son, and our privacy had been completely invaded during this very personal time. I felt guilty that we'd done something wrong. I kept thinking what did we do wrong? Did hospice send some medication home that we were not allowed to have here? I didn't know. When the fire department personnel arrived, they were accompanied by two younger gentlemen who stayed in our home. That was very uncomfortable for me, there was three firemen and a police officer in our home, and I'm still thinking, what did we do wrong? My son was still in a hospital bed and I just wanted to go in and cover his face because I wanted to spare him that humiliation. The police officer did not introduce himself to me. He walked past me into the living room where my son was, and his girlfriend Nairy was sitting on the end of his bed. He told her to get off the bed and asked who she was. It was then that I stepped forward and said "I'm his mother, Janine Gorham, who are you?" I hadn't heard what he had said when he came in.

My son was a veteran of the United States Navy and he served aboard the USS Nimitz aircraft carrier in the Persian Gulf. He will be laid to rest in the Springvale Veterans Cemetery. He was a strong, kind, and compassionate man. He nor anyone in this town deserves this treatment. We've lived in Cumberland for 38 years and never dreamed this could happen in our home. We are honest, good people and if we had committed a crime, we would expect this treatment from law enforcement. We have always considered members of the police and fire department to be trustworthy and respectful. Our purpose here tonight is to make the Council members and the residents of Cumberland aware of how much our family and friends have been affected by what occurred in our home after losing our son by the behavior of one officer. I still think of it with remorse and sadness.

Thank you.

Town Manager Shane said that it took a lot for Janene and Sara to come here and speak this evening. He apologized for what happened, but words are not enough for what they went through. We will do better. We have new policies in place and training that will take place in the very near future.

Councilor Vail said that he feels deeply for the Gorham's loss and if we were in a different time, he would hug them both. He thanked them for coming here this evening and their comments are very much heard.

Chairman Gruber thanked Janene and Sara for coming here this evening and offered his deepest sympathies.

Councilor Storey-King echoed her sorrow for their loss. Janene has done so much for the community. Their story is tragic, and she hopes that we can all grow from it.

Councilor Copp offered his condolences. No parent or sister should have to go through this. This never should have happened, and we will learn from it.

Councilor Turner offered his sympathies. He cannot imagine what they are feeling and what they have gone through. When an individual commits an act with total lack of compassion and sympathy, the responsibility lays on that person. The odds of that ever happening again are nil. He knows that Chief Rumsey runs a tight ship. We all sympathize with the Gorham family and understand the righteousness in coming forward to tell their story.

III. PUBLIC DISCUSSION

None

IV. LEGISLATION AND POLICY

21 – 028 State of Maine Proclamation from Representative, Steve Moriarty, for the Town of Cumberland Bicentennial.

Senator, Cathy Breen, read the following in recognition of the Town's bicentennial:

Be it known to all that We, the Members of the Senate and House of Representatives, join in recognizing the Town of Cumberland, which is celebrating its 200th anniversary. In the 1640's the first European settlers in present day Cumberland built rough homes in the Broad Cove section of Aucocisco Bay. The area was known as Wescustogo and was eventually incorporated as ancient North Yarmouth. Lumbering, agriculture, and shipbuilding were the foundations of the local economy. Clusters of population formed throughout North Yarmouth, and one of these was Cumberland Center. In 1820, a petition for the establishment of the Town of Cumberland was presented to the Legislature, and an act of incorporation was passed and signed into law by Maine's first governor, William King, on March 19, 1821. Over the following two centuries Cumberland has grown into one of Maine's finest residential communities while maintaining its rural character and heritage. We extend to the citizens of the Town of Cumberland our congratulations on the town's bicentennial; and be it ordered that this official expression of sentiment be sent forthwith on behalf of the 130th Legislature and the people of the State of Maine.

Dated this 26th day of February 2021 at the State Capital, Augusta, Maine

Representative, Steve Moriarty, read the following letter:

I am pleased to join you in celebrating the Bicentennial of the Town of Cumberland. This landmark celebration is a wonderful opportunity to explore the rich history of your town.

Originally home to the Eastern Abenaki settlement known as Wescustogo, present day Cumberland was settled by Europeans in the 1640's and became one of the largest towns in the Province of Maine. In 1820, the residents of Cumberland petitioned to separate from North Yarmouth and the Act of Incorporation was signed by William King, Maine's first Governor, on March 19, 1821.

Located on the shores of Casco Bay, or the Abenaki name of Aucocisco, sea captains, shipbuilders, and sawyers were the foundation of Cumberland's economy. In the nineteenth and early twentieth centuries, the town's agricultural economy grew as well, featuring large apple orchards, poultry and dairy farms, and greenhouses that shipped carnations across the country. This strong agricultural identity lives on even now through the Cumberland

Fair, which has been held annually since 1868. Education has also been a shared community value for the people of Cumberland, since the first town meeting in 1821 when town leaders appropriated \$550 for the coming school year to the founding of the Greely Institute, now Greely High School, in 1868.

Over the past 200 years, Cumberland has established itself as a small town with city perks including good jobs, great schools, scenic parks and trails, a friendly community, and four seasons of outdoor recreation. From Memorial Day parades and farmers markets to the Cumberland Fair, it is towns like Cumberland that truly make our state unique.

On behalf of the people of Maine, I wish the citizens of Cumberland the best during your Bicentennial year. I hope you take this special occasion to celebrate your community and take part in events throughout the year, from the birthday parade and scavenger hunt to historical lectures and the cemetery tour.

Sincerely,

*Janet T. Mills
Governor*

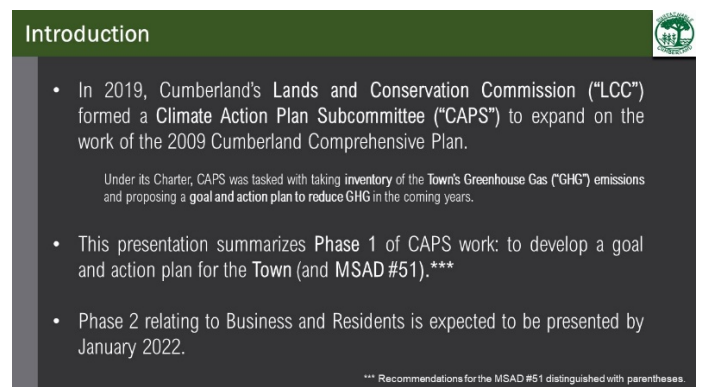
Bicentennial Committee Co-Chair's, Tig Filson and Emily Gray shared a video that was produced in honor of the Town's bicentennial. They shared the upcoming events:

- April 1st Scavenger hunt launch
- Historical lectures, tours, and programs throughout the spring of 2021
- September 18th Beach to Bacon race and fun run, games, and food trucks followed by fireworks
- October 31st cemetery tour

More information and the video can be found at: <https://www.cumberland200.me>

21 – 029 To hear a report from the Lands & Conservation Commission re: Climate Action Plan.

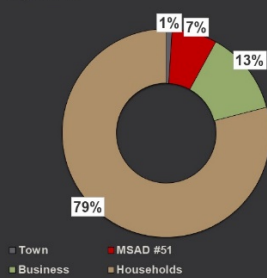
Denny Gallaudet, Mark Segrist, and Jessie Lamarre-Vincent, members of the Climate Action Subcommittee, presented the following:



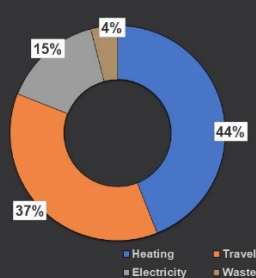
2015 Baseline: 66,160 Metric Tons equivalent ("MT CO2e")



By Sector



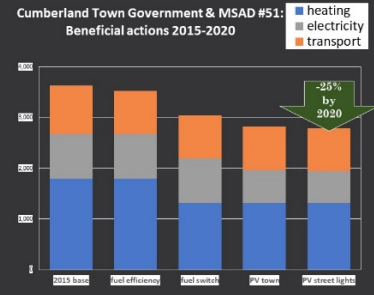
By Use



Mitigation Action (2015 – 2020)



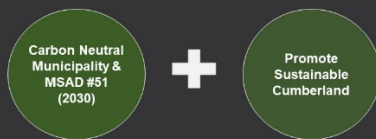
- Since 2015, the Town and MSAD #51 have taken beneficial actions reducing GHG by 25%.
- CAPS has held regular monthly public meetings, met with stakeholder groups, done research & surveyed citizen viewpoints on sustainability.



CAPS Proposal: Phase 1 to 2030 (this Report), Town (& MSAD #51)

This report seeks approval from the Town Council of:

- Phase 1 goals to achieve a carbon neutral municipality (and school system); and to promote a unique town brand of "Sustainable Cumberland."
- Nine action steps to achieve these goals.



*** Recommendations for the MSAD #51 distinguished with parentheses.

Phase 1: Carbon Neutral by 2030 – Action Steps

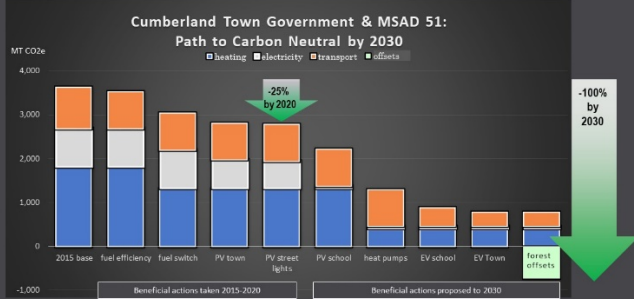


CAPS seeks approval for these Phase 1 Action Steps, which together achieve our Phase 1 goal:

- (Develop a MSAD #51 solar farm).
- Install industrial scale heat pumps to supplement natural gas heating and mitigate the GHG effects of natural gas heating.
- Phase in Electric Vehicles (EV) or plug-in hybrid automobiles, light duty vehicles, and school buses.
- Set aside a 225-acre forest carbon reserve from town-owned woodlands.
- Design and build new public buildings to a zero-carbon standard.
- Make available 5–10-acre parcels of town-owned land to market gardeners.
- Develop a tree planting program for public ways and easements.
- (Engage MSAD #51 staff to integrate sustainability principles and the CAP into K-12 curricula).
- Delegate to the Town staff the duty to annually analyze and report the GHG emissions generated within Cumberland.

*** Recommendations for the MSAD #51 distinguished with parentheses.

Phase 1: Carbon Neutral by 2030 – Action Steps



Conclusion



- The CAP outlines action opportunities to build a future Sustainable Cumberland:
 - ✓ That supports a carbon bank to subsidize investments in clean energy;
 - ✓ Where local farmers produce and sell local food and improve local food security;
 - ✓ Where people and ecosystems thrive together;
 - ✓ That builds a sustainable community and attracts likeminded new residents.
- Cumberland's proactive, multi-year, and multi-stakeholder investments in land and forest conservation position Cumberland as an innovative leader in climate change mitigation and provide a platform further action.

21 – 030 To reappoint William Longley as Code Enforcement Officer and Dan Small as alternate from April 1, 2021 to March 31, 2022.

Town Manager Shane explained that this is an annual reappointment.

Chairman Gruber asked for any comments from the public.

No public comment.

Motion by Councilor Copp, seconded by Councilor Vail, to reappoint William Longley as Code Enforcement Officer and Dan Small as alternate from April 1, 2021 to March 31, 2022.

VOTE: 7-0 UNANIMOUS

21 – 031 To set the week of May 17th – 21st for Spring Bulky Item Pick Up Week.

Chairman Gruber asked for any comments from the public.

No public comment.

Motion by Councilor Turner, seconded by Councilor Copp, to set the week of May 17th – 21st for Spring Bulky Item Pick Up Week.

VOTE: 7-0 UNANIMOUS

21 – 032 To set a Public Hearing date of April 12th to consider and act on a Mass Gathering permit from the Cumberland Farmers Club for harness racing events.

Chairman Gruber asked for any comments from the public.

No public comment.

Motion by Councilor Edes, seconded by Councilor Copp, to set a Public Hearing date of April 12th to consider and act on a Mass Gathering permit from the Cumberland Farmers Club for harness racing events.

VOTE: 7-0 UNANIMOUS

21 – 033 To set a Public Hearing date of April 12th to consider and act on authorizing the Town Manager to enter into a labor contract agreement with the Cumberland Police Benevolent Association for the period of July 1, 2021 – June 30, 2024.

Chairman Gruber asked for any comments from the public.

No public comment.

Motion by Councilor Edes, seconded by Councilor Copp, to set a Public Hearing date of April 12th to consider and act on authorizing the Town Manager to enter into a labor contract agreement with the Cumberland Police Benevolent Association for the period of July 1, 2021 – June 30, 2024.

VOTE: 7-0 UNANIMOUS

21 – 034 To set a Public Hearing date of April 12th to consider and act authorizing the Town Manager to enter into a labor contract agreement with the Public Services/Val Halla Employees Association for the period of July 1, 2021 – June 30, 2024.

Chairman Gruber asked for any comments from the public.

No public comment.

Motion by Councilor Edes, seconded by Councilor Copp, to set a Public Hearing date of April 12th to consider and act authorizing the Town Manager to enter into a labor contract agreement with the Public Services/Val Halla Employees Association for the period of July 1, 2021 – June 30, 2024.

VOTE: 7-0 UNANIMOUS

21 – 035 To set a Public Hearing date of April 12th to consider and act on a Credit Enhancement Agreement for Lakeside Concrete Cutting & Abatement Professionals, as recommended by the TIF Committee.

Chairman Gruber asked for any comments from the public.

No public comment.

Motion by Councilor Edes, seconded by Councilor Copp, to set a Public Hearing date of April 12th to consider and act on a Credit Enhancement Agreement for Lakeside Concrete Cutting & Abatement Professionals, as recommended by the TIF Committee.

VOTE: 7-0 UNANIMOUS

V. NEW BUSINESS

Councilor Edes – he expressed his appreciation to the Gorham family for coming here this evening and telling their story. He also wants to stress his confidence in our police department. We have a good group of men and women and we will move on and do the right thing.

Councilor Storey-King – she reminded everyone to educate themselves on what is and what is not considered bulky waste. Every year, there seems to be issues with people leaving items out that are not eligible for pick up.

Our community is 200 years old, but it is the people that serve on all our committees and give an amazing amount of their time that makes Cumberland who we are. She is deeply grateful.

Councilor Vail – he agreed with Councilor Storey-King’s comments on what an amazing community we live in.

The School Board’s cost of living increase was 5% last year and is 4.5% this year, for a total of 9.5%. Everyone should pay attention to this and go to the School Board meeting to ask questions and see if they can justify their spending habits.

Chairman Gruber – the Food Pantry served 65 families last week. A big thank you to the volunteers who help every week.

St. Jude Church made a very generous donation to the Food Pantry. Thank you!

He enjoyed the bicentennial parade last Saturday. It was terrific.

Councilor Foster – a reminder for everyone that the Communications Committee survey is still available. If you don’t have access to the internet or don’t feel comfortable accessing the survey via the internet, there are hard copies available at Town Hall where the completed surveys can also be returned. The survey will be available for another week or so. It only takes a couple of minutes to complete, and it will tell the Town how residents prefer to receive information from the Town.

Councilor Turner – he expressed his condolences to the Gorham family again and wants to emphasize the fact that we spend a lot of time patting ourselves on the back for what a wonderful Town we are and what a wonderful police department we have. This is all true, but he wants to say that in his mind, the actions of one individual, if they are even close to what the Gorham’s spoke of tonight, are reprehensible. It was an individual, who to say had a really bad day, is the understatement of the year, and it has no reflection on the department as a whole. The entire episode had nothing to do with training, it had to do with not using common sense.

Councilor Copp – he thanked Councilors Turner and Foster and Bill Stiles for their donation to the 4-H fund that benefits the Food Pantry. This is a very worthy cause that helps the 4-H kids as well as the Food Pantry.

VI. ADJOURNMENT

Motion by Councilor Copp, seconded by Councilor Storey-King, to adjourn.

VOTE: 7-0 UNANIMOUS

TIME: 8:59 P.M.

Respectfully submitted by,

Brenda L. Moore
Council Secretary

MINUTES

Cumberland Town Council Special Meeting
Town Council Chambers
MONDAY, April 5, 2021
Budget Workshop after Council Meeting

5:30 P.M. Call to Order

Present: Councilors Copp, Edes, Foster, Gruber, Storey-King, Turner and Vail

I. APPROVAL OF MINUTES

No approval of minutes

II. MANAGER'S REPORT

No Manager's Report

III. PUBLIC DISCUSSION

No Public Discussion

IV. LEGISLATION AND POLICY

21 – 036 To authorize the Town Manager to execute a 5-year lease/purchase agreement for a new vacuum street sweeper and to use funds from Equipment Reserves for the first payment.

Town Manager Shane explained that our current sweeper needed approximately \$20,000 in repairs. Since it is in the rotation of the equipment replacement plan to be replaced next year, it makes sense to not spend the money to repair it, but replace it now.

Motion by Councilor Copp, seconded by Councilor Turner, to authorize the Town Manager to execute a 5-year lease/purchase agreement for a new vacuum street sweeper and to use funds from Equipment Reserves for the first payment.

VOTE: 7-0 UNANIMOUS

V. NEW BUSINESS

No New Business

VI. ADJOURNMENT

Motion by Councilor Copp, seconded by Councilor Edes, to adjourn.

VOTE: 7-0 UNANIMOUS

TIME: 6:07 P.M.

Respectfully submitted by,

Brenda L. Moore
Council Secretary

ITEM

21-037

To consider and act on approval of a workplan for the Lands &
Conservation Commission for FY2022

LCC Plans for 2021 Adopted

For the Climate Action Plan Subcommittee, this is pretty straightforward and laid out in the Charter. For Phase 2 we will be looking at climate actions for individual households and small businesses. Examples might be increased heat pump adoption, winterizing and so on.

For the **Forestry Subcommittee**:

- Complete/update Forest Management Plans for: Rines, Knights Pond, Twin Brook and Town Forest.
- Consider and plan for at least one harvest
- Assess the invasives treatment for the Town Forest and consider adoption elsewhere such as at Rines
- Develop mini plans for the small forest lands owned by the Town (158 acres total)
 - Greely Woods
 - Broad Cove
 - Sunnyfield
 - Crossing Brook
 - Range Way
 - Valley Road
 - Westbranch
- Research and recommend to the LCC/Planning Board forest management requirements for future open space under Conservation Zoning
- Maintain close contact with CCLT
- Provide education outreach to the Community and MSAD 51 students.

2021 Recreational Trails Subcommittee Plans

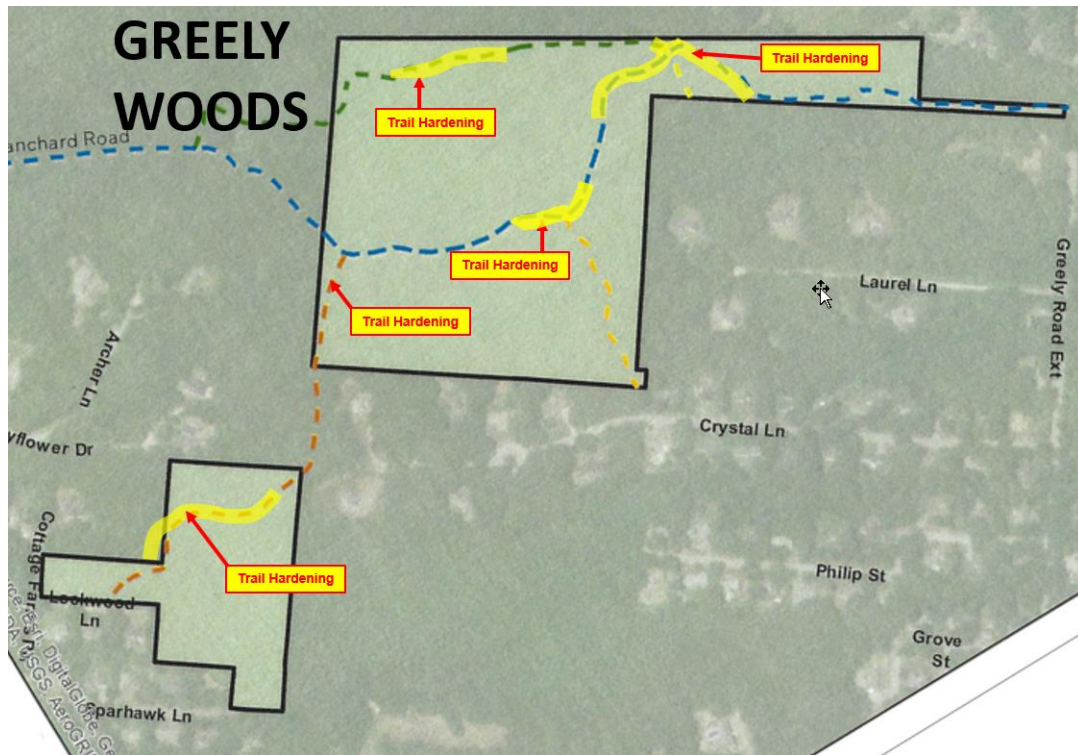
They depend on the Town (supplies and, in some cases, trail work), vaccines (so we can organize groups) and good weather (especially in the fall when most of the work would get done). I'm sure there will be carryover into 2022, but I want everything to be listed. This is basically what I showed at the January LCC meeting.

1. General Items

- a. Develop trail restriction/closure policy
- b. Evaluate trail routes and marker colors. Make changes as decided. Mark all trails with diamond markers
- c. Trail mapping
- d. Finalize Farwell Avenue easement/harden trail
- e. Continue to review subdivision plans
 - Cumberland Crossing – done
 - Ross Estates
 - 2nd Blanchard Road subdivision
- f. Continue to look for easement opportunities
- g. Attend and participate in Planning Board and Town Council meeting as appropriate

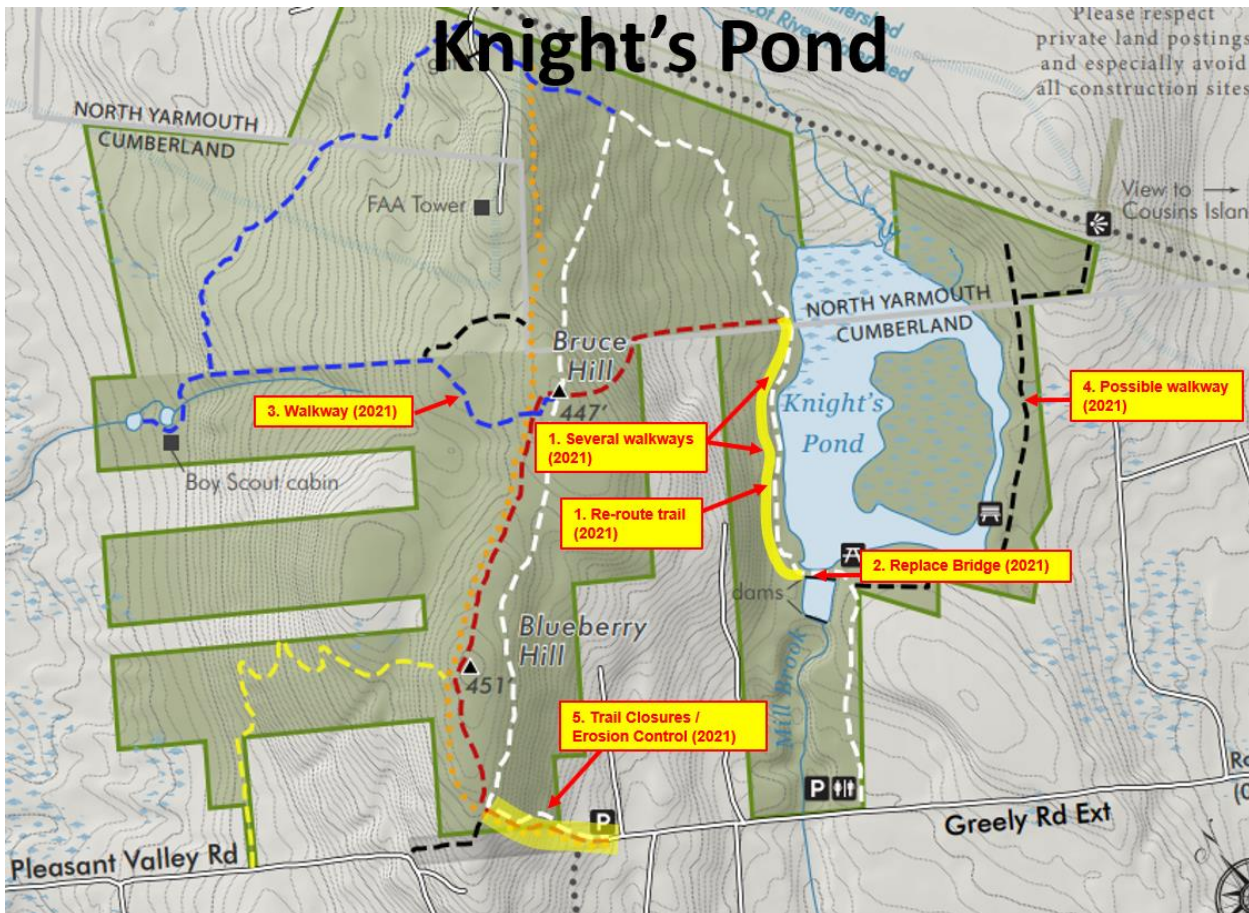
2. Town Parks and Property - Close or restrict trails if deemed necessary

a. Greely Woods – monitor trails in the spring and harden where necessary. Expected areas are shown on map.



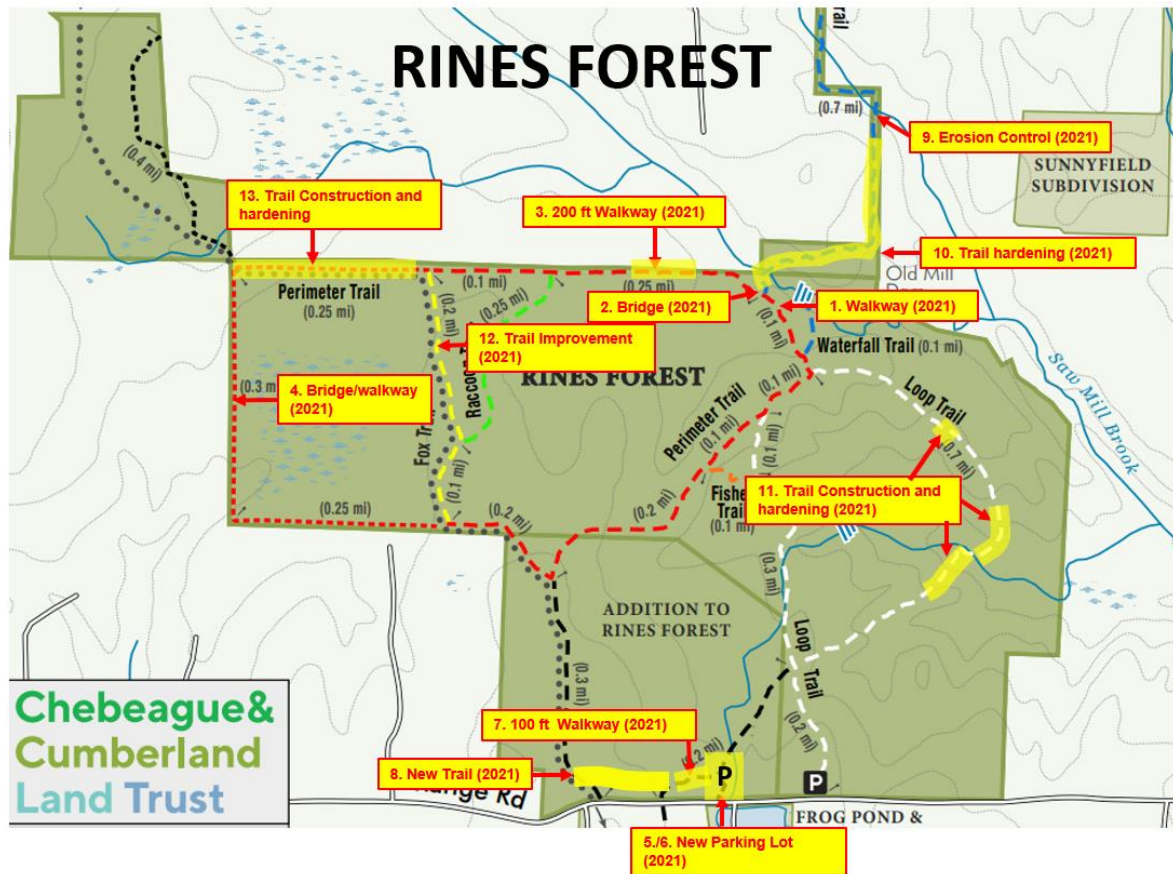
b. Knights Pond

- (1) Reroute White Trail along the northwest side of Knight's Pond
- (2) Replace bridge at Knight's Pond Dam
- (3) Construct walkway across wet area on blue trail
- (4) Possibly construct walkway across wet area on unmarked trail on east side of Knight's Pond
- (5) Possibly close one or more trails leading up the hill from end of Greely Road Ext.



c. Rines Forest

- (1) Construct walkway on red trail leading to Di Vinci bridge
- (2) Construct bridge on red trail across stream along perimeter
- (3) Construct 200 ft walkway on red trail along perimeter
- (4) Construct walkway across small stream on "winter only section of red trail.
- (5) Parking area to be built by Town
- (6) Signage/maps for new parking area
- (7) 100 ft walkway across wet area on green trail
- (8) New trail for connection between parking lot and snowmobile trail
- (9) Erosion control on steep area along Waterfalls trail
- (10) Trail hardening on Waterfalls trail leading to Di Vinci bridge
- (11) Trail hardening/construction in eastern section of White trail
- (12) Trail surface improvement
- (13) Trail construction and/or hardening



- d. Twin Brook – Continue to work with Parks and Recreation on new map and signs
- e. Crossing Brook
 - Construct walkway across wet area
 - Investigate possibility of new trail connection to east side of subdivision
- f. Broad Cove – Construct/mark trail to make connection with Spears Hill Trail

Change the conservation subdivision zoning to mandatory.

I would like to **finish up the TF Nature Trail** this year including all the things the Town needs to do in the Town Forest. We should add **public information** on protecting plants and notifying the public of the Nature Trail to that list. The Nature Trail and Story Board will be handled when the Town trails website goes live. How we do that, still needs to be decided. We need to wait until grinding is done before we go through and make a final pass as well as take pictures. Plus we need a drone image of the brush dump, peony and BFG to get a completed map.

I believe it is possible to make significant progress on the **online mapping** by the summer. The fact that we meet every month, helps move things along, and keeps all parties on the same page. The vast majority of the trails and sidewalks have been mapped and John and Ellen are in the processes of adding attributes to trails and having Judy tweak the editing application as issues arise.

The final part is deciding and implementing the look and feel of the website and what information we want displayed. The Nature Trail and the Story Board walk should be handled as separate layers of the Town Forest trail.

We need to decide if we are going to put **bird houses** up at the BFG and decide if we want to try and make it a **Backyard Habitat**. We also need to finish planting the peonies. Weeding goes without saying.

As we did the two previous years, we plan to plant sunflowers in the pollinator garden at Val Halla.

Commission

Begin the work needed for **Tree City** designation

Be able to sponsor **Arbor Day** in 2022

Work on **Public Information** options.

Greely Management plan (p. 2 of agreement) underway

I-295 Tree planting

Invasives

- Monitor roadside kill of knotweed and purple loosestrife
- Monitor sprayed areas in Town Forest
- Grind and spray Town Forest areas needing treatment
- Identify appropriate, and if reasonable, plant seedlings in initial sprayed area.
- Determine if *iMapInvasives* is a useful tool for tracking invasive plant species in town.

Farmland Assessment

- Obtain clearer sense of Town Council expectations.
- Determine map capabilities
- Research laws and ordinances of other jurisdictions

ITEM

21-038

To hold a Public Hearing to consider and act on a Mass Gathering permit
from First Track Investments for harness racing events at the
Cumberland Fairgrounds

MEMORANDUM

To: William Shane, Town Manager

From: Tamara O'Donnell, Town Clerk

Re: First Track Investments, LLC.
Harness Racing

I held a meeting at 3:00 p.m., on Wednesday, March 17, 2021, with, Mr. Mike Cianchette, owner of First Track Investments, Mr. Lyle Merrifield, President of the Cumberland Farmers Club, Fire Chief Dan Small, Police Chief Charles Rumsey, and Police Captain Dave Young.

Mr. Cianchette explained in detail the plans of First Track Investments Harness Racing agreement with the Cumberland Fairgrounds and provided a copy of the schedule. I would like to stress that Mr. Cianchette is submitting this application as a goodwill gesture, as it is not required under our Ordinance with the level of attendance that is expected. I reviewed in detail the requirements of the Mass Gathering Ordinance. The following represents our mutual understanding:

- Exact attendance levels are approximately 200-250 attendees.
- There will be two EMT's on site, and an ambulance as required by state law for Harness Racing.
- Police coverage is being discussed at this time.
- Communication between parties will be by two way radio and cell phone.
- Discussions with Lions Club and Food Trucks.
- No alcohol at this time, if this changes will seek appropriate authorizations.

I believe we have covered all areas related to the Mass Gathering Permit application. I anticipate that this event will be very successful and well managed. I hope the weather cooperates and they have a wonderful turnout. Thank you.

TOWN OF CUMBERLAND

Publication Dates: _____
Publication Names: _____
Date Filed: _____
Fee Received: _____
Date Ordinance Received: _____
Issued: _____
Denied: _____

Mass Gathering Application-Minor Large Outdoor Event (500-4,999 persons)

This application must be filed with the Town Clerk not less than 60 days before the date of the event.
Application must be accompanied by a non-refundable fee of \$250.00.

Name of Applicant: First Tracks Investments LLC

Address of Applicant: 42 Market St Portland ME 04101

Name of Event: Harness Racing

Facility where the event will be held: Cumberland Fairgrounds

Is the facility owned by the applicant: _____ yes; ☒ no, (if no, attach a copy of the contract with
The owner which allows use of property)

Name of promoter (if different from above): Michael Cranchette, Manager

Telephone number: 774-1000

Date of Event: May 1 - July 31 Time (start and finish times): 1200 - dusk

Number of tickets available: N/A

Expected attendance: < 500

Description of event: Harness Racing

Will any food vendors be serving at the event: ☒ yes, _____ no, (if yes, how many, and
what types) _____

Discussions with Lion's Club : Food Truck

Will any alcohol vendors be serving at the event? _____ yes, ☒ no (if yes, list name and attach
A copy of the vendors license to sell alcohol, describe what alcohol will be served) _____

May change and will seek appropriate authorizations

Describe the three most recent outdoor performances of the group, performer, or event being proposed. Include location, date(s), number in attendance, promoter or sponsoring person or organization.

1. Harness Racing - last week in Sept. for 40+ years
2. _____
3. _____

Description of facility:

- A. Seating capacity: 1000+ permanent; N/A temporary
- B. Other seating capacity: 0 festival; 5000+ standing room only (sq. ft.)
- C. Number of toilets available: Exstng Building permanent; _____ portable
- D. Number of parking spaces available: 500+ on-site; _____ off-site
- E. Are all parking lots lighted (applicable only if event runs into evening hours: _____ yes; _____ no, if no, which lots are not lighted _____
- F. Source of potable water: PWD
- G. Refuse containers available, number and size: Existing contract with
none based on demand
- H. Name of refuse disposal company (attach a copy of the agreement to pick up refuse)
Troiano
- I. When will refuse be picked up? Std. Rotation

Public Safety:

- J. Describe first aid facilities: Require 3RD Party Ambulance
- K. Describe emergency facilities: " " "
- L. Describe communication facilities: Cell phones
- M. Number of certified police officers: None
- N. Other security personnel (include company name and qualification):
to be contacted - will continue to discuss with CPD
- O. Describe fire personnel: N/A

April 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	9	10
Bangor 11	12	13	Bangor 14	15	16	17
Bangor 18	19	20	Bangor 21	22	23	24
Bangor 25	26	27	Bangor 28	29	30	

Bangor – 6 dates

First Tracks – o

Plainridge – Mon/Thurs/Fri

Month Total 6 Race Days

May 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Logging Show @ Bangor May 9 through 16 (Tentative)						1
2 Bangor	3	4	5 Bangor	6	7	8 First Tracks
9	10	11 First Tracks	12 First Tracks	13	14	15 First Tracks
16	17	18 First Tracks	19 Bangor	20	21	22 First Tracks
23 Bangor 2pm	24	25 First Tracks	26 Bangor	27	28	29 First Tracks
30 Bangor 2pm	31					

Bangor – 6 Days

First Tracks - 8 Days

Plainridge – Mon/Thurs/Fri

Month Total 14 Race Days

June 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 First Tracks	2 Bangor	3	4	5 First Tracks
6 Bangor	7	8 First Tracks	9 Bangor	10	11	12 First Tracks
13 Bangor	14	15 First Tracks	16 Bangor	17	18	19 First Tracks
20 Bangor 2pm	21	22 First Tracks	23 Bangor	24	25	26 First Tracks
27 Bangor 2pm	28	29 First Tracks	30 Bangor			

First Tracks – 9 days

Bangor – 9 Days

Plainridge – Mon/Thurs/Fri

Month Total 18 Race Days

July 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3 First Tracks
4 Bangor 6pm	5	6 First Tracks	7 Bangor	8	9	10 First Tracks
11 Bangor 2pm	12	13 First Tracks	14 Bangor	15	16	17 First Tracks
18 Bangor 2pm	19	20 First Tracks	21 Bangor	22	23	24 First Tracks
25 First Tracks Bangor Fair through July 7	26	27	28 First Tracks	29	30	31 First Tracks

First Tracks - 10 Days

Bangor - 6 Days

Plainridge - Mon/Thurs/Fri + Sun July 25

Month Total 16 Race Days

August 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 Northern Maine Fair	2 Northern Maine Fair	3 Northern Maine Fair	4 Northern Maine Fair	5 Northern Maine Fair	6 Northern Maine Fair	7 Bangor Fair through July 7
8 Topsham	9 Topsham	10 Topsham	11 Topsham	12 Topsham	13 Topsham	14 Topsham
15 Skowhegan	16 Skowhegan	17 Skowhegan	18 Skowhegan	19 Skowhegan	20 Skowhegan	21 Skowhegan
22 Union	23 Union	24 Union	25 Union	26 Union	27 Union	28 Union
29 Windsor	30 Windsor	31 Windsor				

Northern Maine Fair 6

Topsham Fair 5

Skowhegan Fair 7

Union Fair 5

Windsor Fair 3

Plainridge – Mon/Thurs/Fri

Month Total 26 Race Days

September 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Windsor	2 Windsor	3 Windsor	4 Windsor
5 Windsor	6 Windsor	7 Bangor 2pm	8 Bangor 2pm	9	10	11 Bangor 2pm
12	13	14 Bangor 2pm	15 Bangor 2pm	16	17	18
19 Farmington	20 Farmington	21 Farmington	22 Farmington	23 Farmington	24 Farmington	25 Farmington
26 Cumberland	27 Cumberland	28 Cumberland	29 Cumberland	30 Cumberland		

Windsor Fair 6

Farmington Fair 7

Cumberland Fair 5

First Tracks – 0 days

Bangor – 5 days

Plainridge – Sun/Mon/Thurs/Fri

Month Total 23 Race Days

October 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 Cumberland	2 Cumberland
3 Cumberland	4	5 Fryeburg	6 Fryeburg	7 Fryeburg	8 Fryeburg	9 Fryeburg
10 Fryeburg	11	12 Bangor 2pm	13 Bangor 2pm	14	15	16 Bangor 2pm
17	18	19 Bangor 2pm	20 Bangor 2pm	21	22	23 Bangor 2pm
24	25	26 Bangor 2pm	27 Bangor 2pm	28	29	30 Bangor 2pm
31						

Cumberland Fair 2

Cumberland Extended Meet 1

Fryeburg Fair 6

First Tracks - 0 Days

Bangor – 9 days

Plainridge – Sun/Mon/Thurs/Fri

Month Total 18 Race Days

November 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3 First Tracks	4	5	6 First Tracks
7 First Tracks	8	9	10 First Tracks	11	12	13 First Tracks
14 First Tracks	15	16	17 First Tracks	18	19	20 First Tracks
21	22	23 First Tracks	24	25	26 First Tracks	27 First Tracks
28 First Tracks	29	30 First Tracks				

First Tracks - 13 Days

Plainridge – Sun (no 7th or 14th) / Mon/Thurs/Fri – Close Nov 26

Month Total 13 Race Days

December 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 First Tracks	2	3	4 First Tracks
5 First Tracks	6	7 First Tracks	8 First Tracks	9	10	11 First Tracks
12 First Tracks	13	14 First Tracks	15 First Tracks	16	17	18 First Tracks
19 First Tracks	20	21	22 First Tracks	23	24 First Tracks	25
26 First Tracks	27	28	29 First Tracks	30	31 First Tracks	

First Tracks - 16 Days

Month Total 16 Race Days

First Tracks—56 Days Total

Bangor—41 days Total

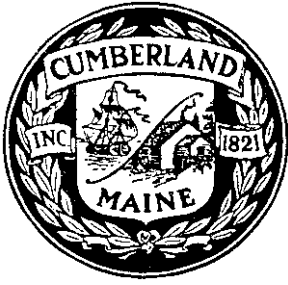
Agricultural Fairs—53 Days Total

All Tracks—150 Days Total

ITEM

21-039

To hold a Public Hearing to consider and act on a Credit Enhancement Agreement for Lakeside Concrete Cutting & Abatement Professionals, as recommended by the TIF Committee



M E M O R A N D U M

TOWN OF CUMBERLAND, MAINE
290 TUTTLE ROAD
CUMBERLAND, MAINE 04021
TEL: 207-829-2205 FAX: 829-2224

To: Town Council
From: William R. Shane, Town Manager
Date: April 7, 2021
Re: CEA for Lakeside Concrete Cutting & Abatement Professionals

The Finance committee voted 3-0 to recommend a Credit Enhancement Agreement (CEA) for Lakeside Concrete Cutting & Abatement Professionals in the amount of 50% of their property taxes for up to the length of time remaining in TIF District #3 (currently 17 years as of 4/12/21) or \$500,000 whichever comes first. This recommendation was made contingent upon Planning Board Site Plan approval and reimbursement to the Town for legal costs associated with development of the CEA.

The attached documents depict the layout of the proposed site and outlines the number of people employed by the company.



Ryan Peters
Lakeside Concrete Cutting & Abatement Professionals
590 County Rd
Westbrook, ME 04092

March 8, 2021

Mr. Thomas Gruber
Town Council TIF Committee
Town of Cumberland
290 Tuttle Rd
Cumberland, ME 04021

Mr. Gruber,

I have a contract to purchase real estate at Lot 3 of the Captains Landing Subdivision on Route 1 in Cumberland. I am writing to request a credit enhancement agreement.

We are a family business established in 1980 and we currently have office locations in Westbrook and Newport, Maine. Our specialty construction services include selective demolition, concrete cutting, asbestos abatement, lead abatement, mold remediation, environmental consulting, disposal, concrete scanning, and training.

We intend to replace our Westbrook office by constructing a 15,000 SF building which will become our headquarters. This building will include a 7,500 SF office and 7,500 SF garage space. The office space will comfortably suit an office staff of 20 and have classroom space to host training of up to 20 clients at one time. Our goal is for our project to break ground in September 2021 and be ready for occupancy September 2022. We estimate construction costs of our project at two million dollars.

Our full-time, year-round staff consists of five executive professionals earning \$80,000-\$200,000 annually, 5 administrative professionals earning \$40,000-\$60,000 annually, and 35 construction workers earning \$35,000-\$80,000 annually.

I look forward to meeting you on March 22nd and to moving to the Town of Cumberland.

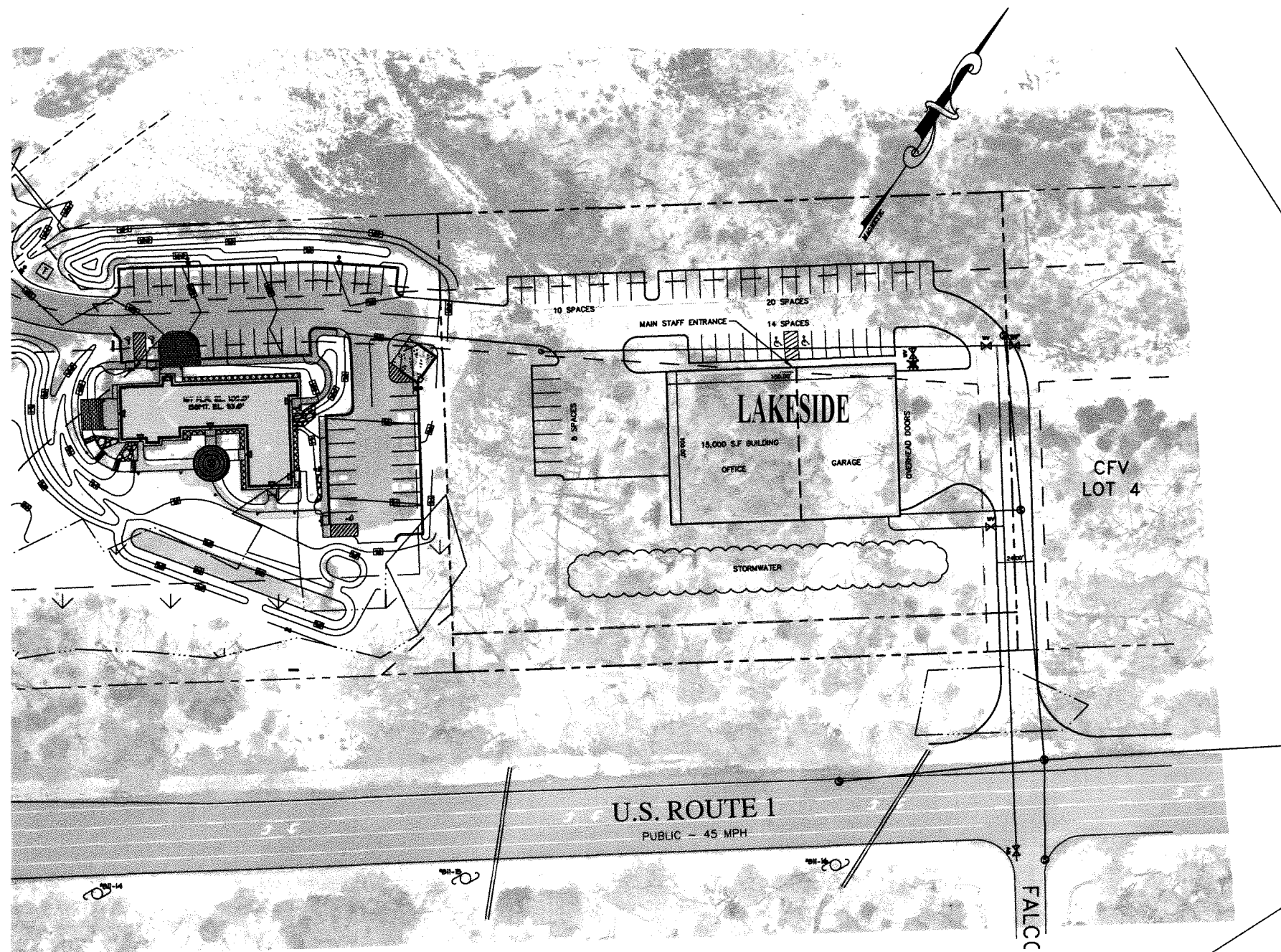
Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Peters". The signature is stylized with a large, looped "R" and a cursive "Peters".












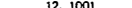


















Ryan Peters
President

Enclosures: conceptual drawing

www.lakesideap.com



LEGEND

-  MONUMENT FOUND
 IRON MARKER FOUND
 3/8" REBAR TOPPED WITH AN ALUMINUM CAP READING "BRUCE W. MARTINSON - PLS 2137" TO BE SET
 BOUNDARY LINE OF SURVEYED PARCEL
 BOUNDARY LINE OF ABUTTIERS (APPROX.)
 ROAD RIGHT OF WAY LINE (APPROX.)
 COMPUTATIONAL TIE LINE
 STONE HOLE (APPROX.)
 EDGE OF TRAVELED WAY
 UTILITY LINE
 UTILITY POLE WITH NUMBER
 IRON PIPE FOUND
 IRON ROD FOUND
 DRILL HOLE
 ARBITRARY TRAVERSE POINT WITH NUMBER
 ARBITRARY COMPUTATIONAL POINT NUMBER
 DEED BOOK & PAGE IN COUNTY REGISTRY OF DEEDS
 PLAN BOOK & PAGE IN COUNTY REGISTRY OF DEEDS
 RIGHT OF WAY
 NOW OR FORMERLY HELD BY
 ACRES
 MORE OR LESS
 SENIOR WAMHOLE
 LIGHT POLE
 CATCH BASIN
 WATER SHUT OFF
 HYDRANT
 SIGN
 WATER VALVE
 ELEVATION TRAVERSE BENCH MARK
 TEST PIT

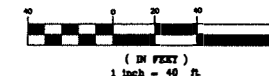
CALL DIG SAFE UTILITY LOCATION

1-888-344-7233

STATE LAW REQUIRES ADVANCE NOTICE OF
AT LEAST 3 BUSINESS DAYS BEFORE YOU DIG,
GRADE OR EXCAVATE FOR THE MARKING
OF UNDERGROUND UTILITIES



GRAPHIC SCALE



ISSUED FOR:
CONCEPT

PROGRESS PRINT

THIS PLAN IS ISSUED FOR REVIEW AND INFORMATION PURPOSES ONLY. THIS PLAN IS SUBJECT TO CHANGE AND IS NOT FOR PRICING OR CONSTRUCTION. PRICING BASED ON THIS PLAN IS NOT BINDING UNLESS SIGNED BY BOTH CONTRACTOR AND OWNER.

TITLE:	
CONCEPT PLAN	
PROJECT:	COMMERCIAL / OFFICE BUILDINGS U.S. ROUTE 1, CUMBERLAND, ME
PREPARED FOR:	LAKESIDE CONCRETE CUTTING & ABATEMENT PROFESSIONALS 590 COUNTY ROAD, SUITE 2, WESTBROOK, ME 04092



SITELINES
119 PURINTON ROAD, SUITE A
BRUNSWICK, MAINE 04011
207.725.1200

CIVIL ENGINEERS • PLANNERS • LAND SURVEYORS		
FIELD WK:	SCALE: 1" = 40'	SHEET:
DRN BY: NCR	JOB #: 4306	1
CHD BY: CYN	MAP/LOT: R01/I1-3	
DATE: 03/06/21	FILE: 4306-SITE	

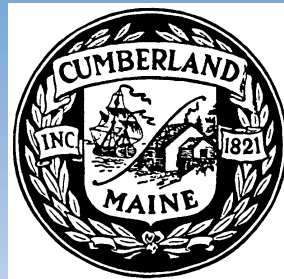
ITEM

21-040

To hold a Public Hearing to consider and act on authorizing the Town Manager to enter into a labor contract agreement with the Cumberland Police Benevolent Association for the period of
July 1, 2021 – June 30, 2024

professionalism—respect—integrity—dedication—excellence

TOWN OF CUMBERLAND



CUMBERLAND POLICE
BENEVOLENT ASSOCIATION

AGREEMENT

JULY 1, 2021—JUNE 30, 2024

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AGREEMENT

Pursuant to the Maine Municipal Public Employees Labor Relations Law, (26 M.R.S.A. §§ 961 - 974), and the provisions of the Charter of the Town of Cumberland, the Town of Cumberland, a body politic and corporate, situated in the County of Cumberland, State of Maine (hereinafter referred to as "Town"), and the Maine Association of Police/Cumberland Police Benevolent Association (hereinafter referred to as "Association"), have entered into this agreement for the following purposes:

- To provide and sustain high quality services to the community and its citizens;
- To maintain a relationship between employees and management, characterized by goodwill and trust, and by a constructive, open-minded approach to the resolution of departmental problems;
- To encourage a high level of departmental productivity, thereby minimizing the waste of time and resources;
- To promote proper training;
- To establish equitable and peaceful procedures for the resolution of differences;
- To establish wages, hours, and working conditions for the members of the Association;
- To support the health, safety, and well-being of Cumberland's professional and uniformed law enforcement officers.

ARTICLE 1 - RECOGNITION

The Town recognizes the Association as the sole and exclusive representative for all regular full-time Police Officers in the Cumberland Police Department, with the exception of the positions of Chief of Police and Police **Lieutenant Captain**, for collective bargaining purposes to the extent provided by the Maine Municipal Public Employees Labor Relations Law.

ARTICLE 2 - ASSOCIATION MEMBERSHIP

Each officer shall have the option to join the union membership at the successful completion of his/her probationary status, as further described in Article 30, EMPLOYMENT. Dues payments shall be made automatically at the member's written request through regular payroll deductions to the Association. The Association shall indemnify and hold the Town harmless against all claims and suits, which may arise by reason of any action taken in making deductions of said dues and remaining the same to the Association pursuant to this Article.

Any officer 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 except as provided in this Article. Any Member who chooses not to join, or opts out of, the Union shall be entitled to representation by the Union but only upon payment to the Union of reasonable fees, including reasonable fees for employee representative services and for attorneys' fees, costs and expenses, including arbitrators' fees and expenses, that are incurred by the Union in the course of that representation. The current schedule of Union non-Member fees is set forth below:

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

Any employee complying with these conditions shall be entitled to Union services on the same basis and under the same terms as Union Members. All fees are charged on the basis of minimum 15-minute periods.

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 Town 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 3 - ASSOCIATION LIST

The Association agrees to supply the Chief of Police with a list of members represented by the Association and the name of the Association representatives upon the contract signing date. It shall be the duty of the Association to keep the list of members and representative(s) current at all times and to notify the Chief of Police of any change within ten (10) calendar days of such change.

ARTICLE 4 - SENIORITY

The Association shall establish a seniority list naming all employees covered by this agreement, with the employee with the greatest seniority (years of service) listed first. Seniority shall be based upon the employee's most recent date of hire by the Town irrespective of classification within the association as of that date of hire. The list shall be made available to the Association and the Town within thirty (30) days of the contract signing date.

Except as provided elsewhere herein, seniority shall be the governing factor with respect to reduction in workforce, rehire and vacation preference.

In the event of a lay-off, the member shall retain his/her seniority for fifteen (15) months from the date of his/her last lay-off.

ARTICLE 5 – PART-TIME HELP

Work which is normally performed by employees covered by this agreement will not be offered to part-time employees unless full-time employees covered by this agreement have declined the shift or assignment.

The Town may use part-time personnel to fill vacancies pursuant to a rotation list as provided for in Article 6 (Overtime), Section II, subsection B and Article 21 (Details), Section B.

ARTICLE 6 – SCHEDULED WORK

SECTION I. REGULAR TIME

A. Work Day

For the purpose of this section, a “work day” is defined as 00:00:00 hours to 23:59:59 hours. An officer may work either a schedule of five (5) eight (8) hour days or four (4) ten (10) hour days.

B. Work Week

The regular “work week” will begin on Sunday at 00:00:00 hours and end on Saturday at 23:59:59. The regular work week shall be 40 hours in a one hundred and sixty eight (168) hour workweek and consist of five (5) days at eight (8) hours per day with two days off, or four (4) days at ten (10) hours per day with three consecutive days off.

C. Bid Rotation

For the purpose of bid rotation (picking shifts) the Town agrees to utilize the seniority

list provided by the Association pursuant to Article 4 on a rotating basis.

D. Definition of Hours Worked

For the purposes of this agreement, "hours worked" shall include only the following:

1. Hours actually worked;
2. Hours compensated for by holiday;
3. Hours compensated for by vacation;
4. Hours spent in mandatory and/or assigned training;
5. Hours compensated for due to bereavement leave;
6. Hours compensated for by personal leave;
7. Hours compensated for by Compensatory Time, when the Compensatory Time is taken or scheduled prior to any approved overtime assigned during the same workweek. The pre-authorized use of compensatory time may not result in the double-payment of those hours; i.e. comp hours cannot be both earned and paid at time and one-half.
8. Hours earned by means of "forced overtime."

E. Definition of Hours Not Worked

1. Sick leave;
2. Court time;
3. Pre-authorized elective training;
4. Outside and/or special details;
5. Hours compensated for by Compensatory Time, when the Compensatory Time is taken or scheduled subsequent to any approved overtime assigned during the same workweek;

F. Change of Schedule

The Town will make every effort to provide members with three consecutive days off within a work week when the department is operating at full-strength, defined as not less than **eleven twelve** full-time sworn officers. If the full-time strength falls below this level due to illness, injury, extended leave, or layoffs, the Chief may, at his/her discretion, institute work week schedules based upon department needs.

The Chief or his/her designee shall provide thirty (30) days' notice prior to changing the composition of the schedule regarding the number of consecutive working days. A thirty day notice is not required in the event of an emergency.

G. Shift Adjusting

A shift adjustment is defined as changing the start of a shift up to 5 hours in either direction. The Chief or his/her designee may adjust an employee's shift if at least four (4) days' notice is provided to the employee. Notification must be made to employee via e-mail, text or phone message at the time of the adjustment.

H. The Detective's work hours, and the School Resource Officer's work hours, are to be determined by the Chief of Police but will be a 5-day workweek. The Detective and the

School Resource Officer will be expected to shift adjust up to 8 hours per week, within reason and when necessary, to meet the needs of the position prior to incurring overtime. If the Detective's or SRO's schedule is to be adjusted for the purpose of covering patrol, Article 6, Section 1, Subsection G will apply.

SECTION II. OVERTIME

A. Definition

An employee's overtime rate shall be defined as one and one-half (1 ½) times his/her regular, base hourly rate of pay for authorized hours worked in excess of forty (40) hours in a one hundred sixty-eight (168) hour workweek. Hours worked shall include only those defined under Section I(D) of Article 6, Scheduled Work. All overtime shall be approved by the Chief of Police or his/her designee.

An employee that engages in off duty employment pursuant to the provisions of Article 36 shall receive overtime pay only for those hours worked in the employee's regular capacity as a law enforcement officer in excess of forty (40) hours in a one hundred sixty-eight (168) hour workweek as set forth above. ~~and shall not be permitted to engage in off duty employment for the Town of Cumberland when such off duty employment constitutes overtime hours, except as otherwise provided in Article 36.~~

Nothing in this Article limits the authority of the Chief of Police or his/her designee from changing work schedules of any employee covered under this agreement prior to offering of overtime.

B. Rotation Procedure

1. Overtime for ~~town details and outside / school details~~ will be available to patrol officers, ~~detectives~~ and sergeants by seniority on a rotational basis.
2. The Patrol Sergeants shall keep and maintain a total of two individual lists: an Overtime list used to fill Town Overtime, ~~Outside Details~~ and ~~School~~ Details, and an Order-In list. On the Overtime list, all bargaining unit members will be listed by seniority in descending order (officers listed with the most senior officer at the top, and the most junior officer at the bottom. On the Order-In list, all bargaining unit members will be listed by seniority in ascending order (senior officer at the bottom, junior officer at the top). It shall be the responsibility of the patrol supervisors to maintain the lists. New officers shall be added to the lists immediately upon the completion of their training program. When a new officer is added to the lists, he or she shall be placed as far out as the farthest officer on the Overtime list. On the Order-In list, the new officer shall be placed as far back as the furthest officer.
3. The employee is responsible for providing a current phone number. Employees shall make every reasonable effort to answer calls from the supervisor or his or her designee. In the event an employee is unable to answer a call from the supervisor or his designee, the employee is responsible for returning the phone call as soon as

is practicable.

4. Immediate-fill overtime will be that which is planned less than 24-hours in advance, and which may require an officer to respond to work as soon as possible (example: an officer on duty becomes violently ill or is injured, leaving no patrol coverage in town). Immediate-fill overtime will be filled using the following process: utilizing Outlook, the supervisor will send an e-mail and text mail blast out to every officer, advising them of the open shift. Immediate-fill overtime will be "first-come, first-serve," meaning that the first eligible officer to contact the supervisor will be assigned to the open shift. The officer who accepts **and is assigned** an immediate-fill overtime shift shall receive two (2) "x" marks on the Order-In list only. After providing an adequate length of time for interested officers to respond, the supervisor shall move to the Order In list as described below.
5. Short-Notice overtime will be that which is planned less than eight (8) days, but more than twenty-four (24) hours in advance. Short-Notice overtime details will be filled using the following process: the supervisor will begin calling officers on the overtime list, beginning with the officers who are furthest-back (having the least number of "x" marks). The supervisor will call each officer once, and either offer the officer the overtime detail, or will leave a message advising the officer of the availability of the detail. The supervisor will continue calling through the list until the detail is filled. Officers who refuse the detail, or who do not answer the phone will receive an "x" mark with the appropriate notation. The officer who accepts **and is assigned** the shift shall receive an "x" mark on the list as explained above. The officer who accepts **and is assigned** the Short-Notice overtime shall also receive one "x" mark on the Order-In list. Any officer who fails to return the supervisor's phone message within twelve (12) hours shall, in addition to receiving one "x" mark on the Overtime list, have one (1) "x" mark removed from the Order-In list. After calling through the Overtime list once, if the overtime is not voluntarily accepted, the supervisor shall, as soon as practicable, move to the Order-In list as described below.
6. Scheduled overtime will be that which is planned more than eight (8) days in advance. Scheduled overtime details will be posted **in an agreed upon location** ~~on a designated board~~ without unreasonable delay upon being requested, scheduled or known. Upon posting scheduled overtime (or within a reasonable amount of time after), the supervisor posting the scheduled overtime shall notify (or cause notification to be made to) all personnel on the list by sending an email **and** text blast advising of the posting. Officers who are interested in working the open shift may affix their name to the posting, or may contact the patrol Sergeant to request that their name be affixed. The posting shall remain up for a minimum of ninety-six (96) hours, but in any case shall be removed no later than ninety-six (96) hours prior to the beginning of the shift. At the time the posting is removed, the open shift will be assigned to the officer who is furthest back on the appropriate list. When the posting is removed, it will be awarded by use of the X book. The eligible officer with the least number of "x" marks who signed up for the shift and every eligible officer with fewer "x" marks than the detail officer will receive an "x" mark

in the list. ~~The OPEN OVERTIME SHIFT forms, which are to be~~ **Agreed upon paper forms or electronic forms**, used for posting scheduled overtime, will be maintained by the department (either electronically or in hard copy) for 90 days from the date of the detail and made available to union officials for inspection upon request. If no officer has signed up to work the Scheduled overtime shift, the supervisor shall fill the shift using the Order-In list as described below.

- 7.** The Order-In list shall be used to fill shifts which have not been voluntarily accepted by officers. When filling a shift using the Order In list, the supervisor shall contact the officer who is furthest-back on the list (and who is eligible to work the shift) and advise him / her that they are ordered in. The supervisor shall enter an "x" mark with the date next to the officer's name after they are ordered in. No officer shall be more than five (5) "x" marks behind the officer with the most "x" marks. If an officer becomes more than five (5) "x" marks behind the officer who is furthest out on the list, the supervisor maintaining the list shall enter the number of "x" marks necessary to bring the officer within (but not less than) five (5) "x" marks. The supervisor shall notate the reason for the "x" marks being entered. If an officer is called by the supervisor and does not answer or return the supervisor's phone message within twelve (12) hours, he or she will have one (1) "x" mark removed from the Order In list. Any officer who is ordered to work may, upon approval of a patrol Sergeant (or Chief or Captain), give the shift to another officer who is willing to work it. A shift-swap form must be completed to document the change, and the officer who was originally ordered to work will not receive an "x" mark in the Order-In list. The officer who agrees to work the shift in place of the originally ordered officer will receive an "x" mark instead.
- 8.** The Overtime list will be maintained in the following order: when an eligible officer is offered overtime (Scheduled overtime by posting or Short-Notice overtime by call-out), an "x" with the date of the detail shall be placed by the officer's name on the list. (When an officer accepts the offered overtime, one or two corresponding "x" marks will also be placed next to the officer's name on the Order-In list.) No officer shall be more than three (3) "x" marks behind the officer with the most "x" marks. If an officer becomes more than three (3) "x" marks behind the officer who is furthest out on the list, the supervisor maintaining the list shall enter the number of "x" marks necessary to bring the officer within (but not less than) three (3) "x" marks. The supervisor shall notate the reason for the "x" marks being entered (for example, a notation of "W" for "worked", a notation of "R" for "refused", or a notation of "NC" for "negative contact").
- 9.** Any officer who reports being unable to work offered overtime due to illness, intoxication, or other condition rendering him or her unavailable, shall be given an "x" mark in the appropriate overtime list. If an officer is ordered to work and reports being unable to work due to illness, the officer may be required to obtain a doctor's note excusing him or her from the overtime detail if the officer has reported illness as a reason he / she could not be ordered in for overtime during the previous calendar year. Said officer shall not receive an "x" on the Order In list if he or she cannot work the overtime in question.

10. Officers of this department shall not, except in the case of emergency, work more than eighteen (18) consecutive hours and shall have at least six (6) hours off between work shifts of twelve (12) hours or longer. Except in cases of emergency, no officer shall work more than eighteen (18) hours in any twenty-four (24) hour period.
11. Any officer who uses vacation time to take one or more full shifts off of work will be ineligible to work overtime for twelve (12) hours before and twelve (12) hours after the vacation day(s).
12. Overtime vacancies covered by this section shall include all special work details where officers are requested, except where special skills are required as determined by the Chief, such as task force operations, stakeouts, **certain school events**, emergency situations and the like.
13. At the discretion of the Chief or Captain, specific officers may be requested to work details which arise as the direct result of the officer's initiative, such as drug search warrants or interdiction efforts.
14. Upon exhaustion of the rotation list, or in the event of an emergency, the Chief or his/her designee may utilize reserve personnel or personnel outside of the department, or may assign members without regard for the procedure set forth in this Article VI, Section II(B).

Exceptions

Full-time members shall not be forced to cover vacations requested with less than 14 days' notice. The Chief or his/her designee shall deny the unfilled balance of such request.

Full-time members shall not be forced to cover holiday or compensatory time off requested with less than four (4) days' notice. The Chief or his/her designee shall deny the unfilled balance of such request.

ARTICLE 7 – UNSCHEDULED WORK

A. Call-Out Pay

Call out time is defined as any time an employee is ordered to report to duty for unscheduled work with less than twenty-four (24) hours' notice, with the exception of court time, which shall be addressed pursuant to Article 20. The minimum call-out pay for unscheduled work shall be four (4) hours at the employee's overtime rate.

B. Shift Extensions

If it becomes necessary to call in an employee one hour prior to a scheduled shift, or to hold an employee over one (1) hour or more after the end of a scheduled shift, the employee shall receive pay at his/her overtime rate in place of call-out pay.

If the Chief or his/her designee requests an officer to arrive more than one hour prior to his/her scheduled shift for reasons other than reporting to shift duty, the Chief and officer may mutually agree to adjust the officer's shift to compensate for that time.

ARTICLE 8 – WAGES

Members of the Association shall be paid based on time in service in accordance with the following schedule. It shall be the sole discretion of the Chief of Police to establish the starting pay scale for a new member. That member shall not be required to serve an equivalent amount of years within the Cumberland Police Department prior to earning or advancing to a certain pay scale.

	Adjustment	2%	2%
	7/1/17	7/1/18	7/1/19
Patrolman-Officer			
Start	\$21.50	\$21.93	\$22.37
After 1 Year	\$23.00	\$23.46	\$23.93
After 3 Years	\$25.00	\$25.50	\$26.01
After 6 Years	\$26.25	\$26.78	\$27.31
After 10 Years	\$27.25	\$27.80	\$28.35
After 15	\$27.50	\$28.05	\$28.61
Sergeant			
Start	\$29.00	\$29.58	\$30.17
After 3 Years	\$30.00	\$30.60	\$31.21
After 6 Years	\$31.00	\$31.62	\$32.25
After 10 Years	\$32.00	\$32.64	\$33.29
After 15 Years	\$32.50	\$33.15	\$33.81

	Current	Adjustment	Adjustment	2.5%
		7/1/2021	7/1/2022	7/1/2023
Patrol Officer				
Start	\$22.37	\$24.40	\$25.82	\$26.47
After 1 Year	\$23.93	\$25.79	\$27.20	\$27.88
After 3 Years	\$26.01	\$27.52	\$28.86	\$29.58
After 6 Years	\$27.31	\$28.89	\$30.29	\$31.05
After 10 Years	\$28.35	\$29.75	\$31.13	\$31.91
After 15	\$28.61	\$30.62	\$32.22	\$33.03
Detective				
Start	\$29.39	\$31.50	\$33.16	\$33.99
After 3 Years	\$30.27	\$31.79	\$33.38	\$34.22
After 6 Years	\$31.18	\$32.23	\$33.81	\$34.65
After 10 Years	\$32.12	\$32.58	\$34.11	\$34.96
After 15 Years	\$33.08	\$32.92	\$34.49	\$35.35
Sergeant				
Start	\$30.17	\$32.37	\$34.10	\$34.95
After 3 Years	\$31.21	\$32.96	\$34.54	\$35.41
After 6 Years	\$32.25	\$33.83	\$35.39	\$36.27
After 10 Years	\$33.29	\$34.53	\$35.99	\$36.89
After 15 Years	\$33.81	\$35.22	\$36.75	\$37.67

On July 1, 2021 and July 1, 2022, parties agree that the Town will adjust employee wages to an amount equal to the then-current average of wages for towns against which the Town benchmarks (Falmouth, Yarmouth, Cape Elizabeth, Freeport) or the amounts shown in the table above, whichever is greater.

ARTICLE 9 - MEAL & REST PERIODS

A. Meal Periods

All employees may take a reasonable meal period of short duration during each work shift. During such meal period, employees shall continue to be on duty and stay in assigned areas and within the Town except as otherwise permitted by the Chief, on-duty supervisor, or on-duty senior officer when there is no on-duty supervisor.

The employees of the Department shall be allowed space at the Municipal Building for maintaining their own kitchen facilities, should they so choose.

B. Rest Periods

When practical, one 15 minute rest period during each half-shift shall be provided to each on-duty employee. During such rest period, employees shall continue to be on duty and stay in assigned areas and within the Town except as otherwise permitted by the Chief, his/her designee, on-duty supervisor, or on-duty senior officer when there is no on-duty supervisor. It is understood that rest periods will not be granted during periods of emergency operations that affect the health, safety, and welfare of any citizen.

C. Concurrent Shifts

Any employee who, for any reason, works two concurrent shifts shall receive a fifteen (15) minute rest period before the start of the second shift. In addition, s/he shall be granted the rest period as provided for in Section B; however that rest period shall not be taken until at least two (2) hours of work has been completed on his/her second shift.

ARTICLE 10 – HOLIDAYS

A. Paid Holidays

The following holidays shall be recognized as paid holidays for all employees covered by this agreement:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Holidays shall be recognized as occurring on the date observed by the Town, consisting of a twenty-four (24) hour period from Midnight to Midnight, except that Christmas Day and New Year's Day shall consist of a thirty-six (36) hour period that begins at Noon on Christmas Eve and/or New Year's Eve and ends at Midnight on Christmas Day and/or New Year's Day.

In addition to the above holidays, the Town agrees to treat any holiday designated by the President, Governor, Cumberland Town Council, or Town Manager as a "paid holiday."

B. Holiday Compensation

An employee who works on a holiday shall receive pay at time and one-half his/her base hourly rate of pay. Compensation for the Christmas and New Year's holidays shall be earned only for those hours actually worked during the 36-hour period in which the Town officially observes the Christmas and New Year's holidays, as defined in Section A of this Article. For all other holidays, compensation shall be earned when the start of the employee's assigned work shift falls within the 24 hour period during which the Town official observes the holiday, as defined in Section A of this Article.

An employee who works overtime on a holiday shall receive pay at two times their base hourly rate of pay. Holiday overtime compensation is earned pursuant to the immediately preceding paragraph of this Section B; provided the employee works forty hours in that work week. Hours considered "worked" shall include only those as defined in Article 6, Section 1, Subsection C.

An employee who does not work as defined above is not eligible to receive compensation for hours worked on the holiday.

All employees will receive:

Default option: For each holiday observed by the Town, employees will receive an equivalent number of hours to that of the employee's regularly scheduled shift **10 (ten) hours of holiday time**, to be placed in a holiday accrual to be used as a day off at a later date, which day shall be paid at his/her base hourly rate of pay. For employees who work on a holiday, this shall be in addition to pay for hours worked as defined above. Holiday leave may be accumulated up to 40 hours total. If an employee does not use his/her accrued holiday pay for holiday leave prior to reaching the 40 hour maximum accrual, all hours accumulated over 4 will automatically be paid to the employee at his/her straight base hourly rate in the next payroll.

Alternate option: Instead of receiving hours in a holiday accrual per the default option above, employees may elect to be paid for an equivalent number of hours to that of the employee's regularly scheduled shift, which shall be calculated at the employee's base hourly rate of pay. For employees who work on a holiday, this shall be in addition to pay for hours worked as defined above. This option must be made through a payroll form submitted during the pay period in which the holiday occurs, or the default option above shall apply.

C. Detective Holidays

The Detective will not be scheduled to work on New Year's Day, Independence Day, Thanksgiving Day, Day after Thanksgiving, or Christmas Day and unless called in, shall not work. On all other holidays, unless approved for leave, he or she shall report to work for his or her regularly scheduled shift but shall wear the full patrol uniform in order to supplement

ARTICLE 11 - PERSONAL LEAVE TIME

A. Definition

Beginning July 1st of each contract year, all personnel covered by this agreement shall be entitled to ~~two (2) days~~ 20 (twenty) hours leave for personal matters. Application shall be made in writing to the Chief of Police or his/her designee on the standard payroll adjustment slip at least three (3) days before taking such leave (except in the case of an emergency). Personal days are non-cumulative and will expire at the end of each fiscal year.

B. Rate of Accrual

Personal Leave will accrue ~~according to the schedule of the employee at the time it is earned~~ uniformly among all employees.

ARTICLE 12 - ANNUAL VACATION

A. Accrual

Employees shall be allowed annual vacation with pay based upon the following schedule:

- After being employed one (1) continuous year 80 hours
- After being employed five (5) continuous years 120 hours
- After being employed ten (10) continuous years 160 hours

An employee is permitted to carry forward up to forty (40) hours vacation time beyond his/her anniversary date of hire. Maximum Accrual of Vacation shall not exceed 240 hours per employee at any time.

Accrued vacation leave shall be paid to a member upon separation from the department. In the event of the death of an employee in the Line of Duty, the spouse or surviving dependent shall receive the employee's accrued vacation compensation.

B. Scheduling

1. Vacation leave shall be authorized and scheduled by the Chief. No later than March 31st of each year, the Association shall post a vacation seniority list for employees to indicate their vacation preferences. If a schedule is not presented accordingly by March 31st, the Chief may assign vacations on a first come first serve basis regardless of seniority, according to the staffing needs of the department. Employees are permitted to select vacation time preference ahead of accruing it; however, the time may be taken only if a full workweek has been earned prior to the first day of scheduled vacation.

2. No more than one (1) employee may take vacation leave at one (1) time unless otherwise authorized by the Chief or his/her designee.
3. Vacations must be taken in units of one full week unless otherwise authorized by the Chief or his/her designee.
4. The Chief or his/her representative may cancel all vacation or holiday leave in the case of an emergency. In such case, the employee so affected shall receive leave at a later time and shall receive his/her overtime rate of pay for the vacation or holiday leave lost during the emergency.
5. Up to one week of vacation time may be used annually in increments of one work day equivalent.

ARTICLE 13 – SICK TIME INCENTIVE

Employees may trade ~~one sick day~~ **10 (ten) hours of sick leave** for ~~one personal day~~ **10 (ten) hours of personal leave** during each quarter, to be defined as each ninety (90) day period beginning January 1st, as long as the employee has not used any sick time during the respective ninety (90) day period. An employee may trade a maximum of four sick days for four personal days per calendar year. Personal days accrued under this Article will not carry forward from fiscal year to fiscal year. ~~Any personal days existing on the books as of June 30th, 2008 will not carry forward into the next fiscal year.~~

ARTICLE 14 - SICK LEAVE

A. Accrual

Sick leave shall accrue at the rate of ~~eight (8)~~ **ten (10)** hours for each full calendar month of service beginning with the first full calendar month of employment, accumulated to a maximum of four hundred eighty (480) hours. Accumulations will cease whenever this maximum has been reached and continue to accrue again only when this maximum has been reduced.

B. Retirement Health Savings Plan

The town has established a Retirement Health Savings Plan through ICMA. All eligible employees shall enroll in the town-established RHSA Plan. Enrollment in the plan is irrevocable. Members with accruals at the maximum of 480 hours will continue to earn sick time at the rate of ~~eight (8)~~ **ten (10)** hours each full month worked; however, at the end of each fiscal year, any/all unused accrued sick leave, with the exception of incentive sick time, above the maximum 480 hours will be valued at one hundred and fifty dollars (\$150) per eight-hour workday and deposited into his/her health savings account.

C. Early Retirement

Sick leave accumulations up to the maximum accumulation level may be used for early retirement at the time an employee retires, or the employee may, at his/her option, be paid his/her regular rate of pay for this time, subject to the necessary tax withholdings. Early retirement is defined as the period immediately prior to retirement from service during which an employee does not report for duty and receives compensation through the use of his/her available sick time via the regular payroll process. For employees participating in the Maine Public Employees Retirement System (MPERS), accumulated sick time, not to exceed the maximum accrual of 480 hours may be used for service credit in the MPERS when the employee terminates from employment with the town. The employee will not receive payment for such time. Except as provided in this section, employees will not be paid accrued sick leave upon separation per the Town's Personnel Policy.

D. Examination By Physician

Any employee absent on sick leave more than three consecutive (3) normally scheduled shifts shall, ~~at the request of the Chief,~~ file a doctor's certificate with the Chief setting forth the reasons **and expected** duration for such sick leave and, ~~at the request of the Chief,~~ file **a additional** doctor's certificates ~~every ten (10) days thereafter~~ **as required** for as long as sick leave continues, in order to be able to continue on sick leave. ~~At the request of the Chief and at~~ **At** the expense of the Town, any employee on sick leave for 3 consecutive normally scheduled shifts ~~may~~ **will** be required to undergo a physical examination by a physician of the Chief's choice and/or a Fitness for Duty Evaluation performed by CMCC. See Appendix ~~C~~ **A** for the Fitness for Duty evaluation form.

Employees of this unit are covered by the Family Medical Leave Act and pursuant to the Cumberland Family Medical Leave Policy, the Town shall designate any such leave as Family Medical Leave when the town becomes aware that an employee's absence is due to a reason which is covered under the FMLA.

E. Exceptions

Sick leave credits will not be allowed when absence is due to the use of narcotics or intoxicants, misconduct, or any illness or injury occurred while employed by an employer other than the Town of Cumberland.

F. Line of Duty Death

In the event of a death of an employee while in the Line of Duty, the spouse or surviving dependent shall be compensated for 100% of the employee's accrued sick leave, less all applicable taxes.

G. Falsification

False claims of sickness or disability, or falsification of proof to justify sick leave, shall be cause for disciplinary action deemed appropriate by the Chief of Police or his/her designee.

H. Family Sick Leave

1. An employee may use up to a maximum of fifty-six (56) hours of family sick leave per fiscal year due to the illness of a member of the employee's immediate family. "Immediate family" shall be defined as an employee's spouse, domestic partner, natural or adopted children, children residing in the household, and parents.
2. Exceptions may be made at the discretion of the Town Manager. Family Sick leave may also be used for transporting immediate family members to health care appointments. For purposes of applying family medical leave requirements, the town shall treat leave under this section in the same manner as it treats leave for a sick employee.
3. An employee may use up to a maximum of twelve (12) hours of his/her accrued sick leave per year for the purpose of attending their child(ren)'s school activities. Employee's requesting such leave are expected to notify the Chief or his/her designee at least 48 hours before the leave is needed.

ARTICLE 15 – INJURIES

A. Use of Deadly Force

Employees who are subject to an investigation by the Maine Department of the Attorney General as a result of an on-duty use of deadly force, will be placed on administrative leave and will be paid their average gross weekly salary for the previous 12 month time period minus taxes, union dues, and all other premiums or shares thereof required to be paid by the employee until the findings are issued or until the Chief determines the employee is fit to return to duty.

B. Extra Hazardous Injuries

An employee covered by this agreement who is on-duty and injured while performing extra-hazardous duties shall receive, in addition to income under the Worker's Compensation Act, an amount sufficient to bring him/her up to his/her average gross weekly salary for the previous 12 month time period minus taxes, union dues, and all other premiums or shares thereof required to be paid by the employee. This extra hazardous pay shall continue for the period the treating physician declares the employee unable to perform his/her duties or any other duties assigned by the Chief, up to the maximum time afforded by FMLA.

Extra-hazardous injuries include physical injuries requiring hospitalization and when sustained:

- pursuing, apprehending, arresting or detaining subjects.
- during the official operation of a police motor vehicle in emergency situations.
- while standing in a roadway directing traffic, provided the employee has

not unreasonably neglected to wear safety equipment.

- while actively engaged in suppressing riots, insurrections, and similar civil disturbances.

C. On-Duty Injury

An employee covered by this agreement who is on-duty and injured while performing duties in any other authorized situation in which the department has assigned the officer shall receive, in addition to income under the Worker's Compensation Act, an amount sufficient to bring him/her up to his/her base, weekly salary for the previous 12-month time period after taxes, union dues, and all other premiums or shares thereof required to be paid by the employee. This **extra-hazardous** pay shall continue for the period the treating physician declares the employee unable to perform his/her duties or any other duties assigned by the Chief, up to the maximum time afforded by FMLA.

D. Leave of Absence

At its discretion, the Town may consider a paid or non-paid Leave of Absence at the expiration of any qualifying FMLA leave taken as a result of an extra-hazardous injury.

E. "On-Duty" Status

~~An off-duty employee who is compelled to respond to matters of serious public concern, as described in Rules and Regulations Section 1-5, Page 4, shall be considered "on-duty" for purposes of this Article. However, this Article does not cover self-initiated reporting which would not reasonably require immediate law enforcement assistance by the off-duty officer.~~

An off-duty employee who is compelled to respond to matters of **serious public concern extreme emergency**, as described in **Standard Operating Procedures, 2-4, Arrest and Fingerprint Procedures, Section III. B., whether in the Town of Cumberland or outside the municipal boundaries of the Town,** ~~Rules and Regulations Section 1-5, Page 4,~~ shall be considered "on-duty" for purposes of this Article, only to the extent that an officer, while off-duty, witnesses a violation of the law within the STATE OF MAINE committed in their presence and which demands immediate attention. The officer may make an arrest, if authorized under law provided that the officer does not use his or her own personal vehicle to chase or pursue the violator, observes all traffic laws applicable to citizens, displays police identification to the violator and announces his or her purpose. This Article does not apply to self-initiated reporting that would not reasonably require immediate law enforcement assistance by the off-duty officer.

ARTICLE 16 - COMPENSATORY TIME

At the request of an employee, compensatory time off, in lieu of overtime pay, shall be permitted under this agreement at the discretion of the Chief or his/her designee, with the exception of holidays not worked.

Earned compensatory time shall not exceed forty (40) hours at any one time.

ARTICLE 17 - BEREAVEMENT LEAVE

An employee shall be excused from work for up to ~~three (3) consecutive days~~ **thirty (30) consecutive hours** as needed and as determined by the Chief of Police in the event of death in the employee's family. In addition, such employee shall have the use of two ~~(2) days~~ **twenty (20) hours** of accrued sick leave, holiday, or vacation leave, if needed and approved by the Chief of Police or his/her designee.

Family shall include: spouse, mother, father, child, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, or step-child. The definition of spouse shall include those employees living in an espoused or domestic partner relationship living in the same household. The definition of child shall include natural born, adopted, step, and foster children.

ARTICLE 18 - MILITARY LEAVE

The Town of Cumberland acknowledges the rights of employees who perform duty in the uniformed services and will respect the Uniformed Services Employment & Reemployment Rights Act (USERRA), aka the Military Leave Act.

Use of leave for military training must be pre-approved by the Chief of Police, who may request written documentation of such training prior to approval.

A. Unpaid Military Leave

Military Leave shall be available to employees under the terms and conditions of applicable federal and/or State legislation (Uniformed Services Employment & Reemployment Rights Act, USERRA). Any disputes as to rights under this provision are not arbitrable, but may be determined by a court of competent jurisdiction.

B. Paid Military Leave

An officer who qualifies as a military reservist may earn an additional twenty (20) hours of compensatory time per fiscal year, for the exclusive use of officially mandated military training. Any remaining hours shall expire at the end of each fiscal year. Military training includes National Guard and Reserve duty under federal direction (but not under state direction) and all other mandatory military training. Use of this additional compensatory time must be pre-approved by the Chief of Police, who may request written documentation of such training prior to approval.

ARTICLE 19 - COURT TIME

A. Definition

For the purpose of this article, "court appearance" shall mean the time in which an officer is required, needed, or called into proceedings held in:

1. District Court (to include Traffic and Juvenile Court)
2. Superior Court
3. Grand Jury
4. Bureau of Motor Vehicles hearings
5. Felony Intake
6. Probation Revocation hearings
7. Meetings/conferences with District Attorney personnel

Police Department personnel covered by this agreement making an off-duty attendance in court shall be compensated according to the following schedule. Off duty shall be defined as any time an officer is not working a scheduled shift.

B. Rate of Pay

An off-duty officer shall receive a minimum of four (4) hours pay at time and one-half his/her regular hourly rate of pay, or actual time spent greater than four (4) hours, when such appearance is required for the purpose of a court appearance as defined in Section A of this Article. If an officer fails to complete the court slip reimbursement form and submit to the appropriate clerk, the officer shall receive four (4) hours at his/her overtime rate of pay minus the \$50.00 court reimbursement fee.

If an officer is required to attend more than one court proceeding in the same day, time in court includes actual cumulative hours spent in court on that day as well as time in between court appearances, regardless of the type or time of proceeding(s). Time in court shall also include travel time to and from the Cumberland Police Department.

An on-duty officer that is required to appear in court for the purposes defined in Section A of this Article shall not be paid for additional hours or at an increased rate for any time spent in court during his or her regular scheduled shift.

C. Court Representative Pay

When an off-duty officer is assigned to represent the department regarding a docket of traffic violations, that officer shall receive a minimum of five (5) hours pay at one and a half-times his/her regular base hourly rate of pay. The officer will be responsible for negotiating fines with defendants, and in the case of a no plea agreement, make contact with the issuing officer. If the representing officer fails to complete the court slip reimbursement form and submit to the appropriate clerk, the officer shall receive five (5) hours pay at one and a half times his/her regular base hourly rate minus the \$50.00 court reimbursement fee.

If an officer is assigned as court representative and is required to attend more than one court proceeding in the same day, time in court includes actual cumulative hours spent in court on that day as well as time in between court appearances, regardless of the type or time of proceeding(s). Time in court shall also include travel time to and from the

D. Fees

Any fees paid to officers by bodies other than The Town of Cumberland (reimbursement fees, subpoena appearance fees, witness fees, etcetera) shall be turned-over to the Town.

ARTICLE 20 – DETAILS

A. Definition Details

Outside Details are defined as work assignments not funded by the Town or School Administrative District 51. This includes Cumberland Fairground or Cumberland Farmers Club event patrol and traffic control, private parties, regional or private sporting club events, traffic safety direction and crowd control events, road construction details, Bureau of Highway Safety grant details, parades, and activities of public assembly nature, etc. **Details also include School details** are defined as work assignments funded by School Administrative District 51. This includes school dances, school gatherings such as graduations or other graduation related events, sporting events (MSAD 51 vs. a "single" opponent), school parking and traffic direction events, etc.

B. Scheduling Procedure

Details are assigned by the Chief of Police or his/her designated representative to a regular, full-time police officer, off-duty and available for such details **through the use of using** the procedure outlined above in Article 6, Section II, Subsection B.

C. Rate of Pay

Details shall be paid at a rate of \$60 per hour per officer with a four (4) hour minimum per event. Any amount of work beyond the four-hour minimum shall be compensated at the detail rate in half-hour increments. The Town shall also add FICA and Worker's Comp to the billing rate for each detail provided.

School detail pay shall be paid at the total overtime rate of the highest paid sergeant per hour under this contract, per officer. Officers will be paid at least a three (3) hour minimum per officer, per event. Any amount of work beyond the three hour minimum shall be compensated at the detail wage in half hour increments.

Outside Detail pay shall be paid at the total overtime rate of the highest paid sergeant per hour under this contract, per officer and will be paid at least a four (4) hour minimum per event. Any amount of work beyond the four hour minimum shall be compensated at the detail wage in half hour increments.

Total overtime rate shall include all contract incentives required to be calculated into the Sergeant's pay as required by law. The Town shall also add FICA and Worker's Comp to the billing rate for each detail provided.

D. Cancellation of Details

Details cancelled less than two (2) hours prior to the employee's expected arrival time shall result in the four-hour minimum detail payment.

ARTICLE 21 – HIGHER EDUCATION

A. Tuition

Employees who are enrolled in an accredited Public Safety related degree program shall receive a reimbursement of tuition costs at the rate defined below for a maximum dollar equivalent of 18 credits per contract year, based upon USM credit hour rate. Employees must provide written confirmation of a grade of C or better to be eligible for this benefit. This benefit may be subject to taxation.

Tuition, books, and course fees

100% compensation for Grade of A

85% compensation for Grade of B

50% compensation for Grade of C

No compensation for Grades less than C

If a member does not remain employed by the Department for a period of five years after the date of the first class for which the member received tuition reimbursement under this section, he or she shall be required to repay the reimbursement received in an amount equal to 20% per year on a prorated basis.

B. Degrees

An employee who holds a college degree from an accredited institution will be compensated with an additional hourly sum based on the following schedule upon submission of proof of the degree to the Town Manager or his /her designee. Said documentation shall be placed in the officer's personnel file. The compensation will be added to the employee's base rate of pay for the purpose of calculating overtime.

Associates: \$0.50/hr (\$1040)

Bachelors: \$1.00/hr (\$2080)

Masters: \$1.50/hr (\$3120)

Pay adjustment for earning a higher education degree shall occur July 1st of each year.

ARTICLE 22 – UNIFORM MAINTENANCE PAY

Officers shall receive annual reimbursement for the cleaning and maintenance of uniforms, up to a maximum of \$600, less applicable IRS deductions. Each member will receive the reimbursement in the first payroll of June of each year. Each officer shall receive a reimbursement equal to \$50.00 per month for each full month worked during the fiscal year,

not to exceed \$600.00 per year.

Reimbursement may be paid in two ways: The member will be reimbursed for the amount equal to the receipts provided the town. If no receipts are provided the town, the member will be reimbursed at \$600.00, less applicable taxes.

All receipts must be presented in writing to the Finance Director no later than June 1st of each year. Failure to provide receipts by June 1st will automatically result in the withholding of taxes.

ARTICLE 23 – PHYSICAL FITNESS

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 demonstrate the physical demands necessary to perform the duties of his/her position.

A. Fitness for Duty

All members shall undergo an annual fitness test, called a “fit for duty” to be performed by the Town’s wellness provider, CMCC, at the beginning of each fiscal year (July 1). The purpose of this test is to determine if each member is able to perform the essential physical demands of his/her job, as set forth in Appendix A. Failure to demonstrate a level of fitness necessary to satisfy the essential physical demands of the job shall be considered cause for termination pursuant to Article 38.

The CMCC Assessment Specialist will present documentation of the essential physical demands of the job to the member and will evaluate the member’s demonstration of ability to perform the essential physical demands as set forth in Appendix A. If the member demonstrates that he/she is unable to perform one or more essential physical demands of the job, the Assessment Specialist will determine if any modifications are necessary and available to enable the member to safely perform such essential physical demands. CMCC will notify the Town of the results of the fit for duty test, as well as any modifications identified by the Assessment Specialist. It shall be in the Town’s sole discretion to determine if such modification(s) is appropriate, safe and available to enable the member to perform one or more essential physical demands, or if such modification(s) constitutes a reasonable accommodation as otherwise defined by law. If a modification(s) or reasonable accommodation can be made to enable the member to perform all essential physical demands of his/her job, the member may continue performing the job with such modification(s) or reasonable accommodation.

If a member fails to demonstrate successful performance of all essential physical demands of his/her job during annual testing and there is no modification(s) appropriate, safe or available or reasonable accommodation otherwise required by law to enable the member to perform such essential physical demand(s), then he/she may be placed on unpaid administrative leave for a maximum of three months at the discretion of the Chief. During the period of administrative leave, these members will be offered a no-cost remedial fitness

program designed by CMCC, the goal of which is to enable the member to perform the essential physical demands of his/her job with or without reasonable accommodation. Members that participate in the remedial program will be entitled to use accrued vacation time during their unpaid leave. If a member is unable to meet any essential physical demand of his or her job, with or without reasonable accommodation, within three months after completion of the remedial fitness program, or if the remedial fitness program cannot address the member's inability to perform the essential physical demands of his/her job and there is no reasonable accommodation required or available to do so, he/she may be terminated at the discretion of the Chief pursuant to Article 38.

The annual fitness test and any member's classification thereby shall not be a factor in any promotional consideration within the Association.

Refer to Appendix A for the Physical Job Requirements Overview and Appendix B for the Health History Questionnaire used in the annual fitness test.

B. Physical Fitness Incentive

Any member may take the M.C.J.A. physical fitness test for the opportunity to receive a fitness stipend. An instructor certified by the Maine Criminal Justice Academy shall administer the test. The Department will work with the employees to provide the testing at a reasonable time. While participating in this testing an employee will be considered on duty. Officers passing the M.C.J.A. Standards in place at the time of testing shall be compensated as follows:

- If all of the test requirements are passed at the fortieth (40th) percentile, the officer shall receive \$600 per fiscal year.
- If all of the test requirements are passed at the eightieth (80th) percentile, the employee shall receive \$800 per fiscal year.

The stipend shall be paid on the payroll period following notification to the Finance Department of the successful completion of the test. The stipend shall be awarded once per fiscal year. At least eight months must elapse between annual tests (i.e. it is not possible to receive this stipend for passing tests on June 30 and then again on July 1).

ARTICLE 24 – STIPENDS

Appointment to a stipend position is at the discretion of the Chief of Police and is not subject to the grievance procedure. Employees are eligible to hold and be compensated for multiple stipend positions. All stipends shall be added to the employee's base rate of pay for purposes of calculating overtime. Any stipend which requires the achievement and maintenance of a certification shall be suspended if such certification lapses.

A. School Resource Officer

The hourly rate for the School Resource Officer stipend is \$1.00. This amount will be added to the regular hourly rate of a patrol officer appointed by the Police Chief to perform

the responsibilities of the SRO position. If the officer stops working as an SRO, the hourly stipend will also cease.

B. Other Hourly Stipends:

The following stipends shall be paid to employees appointed by the Chief of Police to perform the regular responsibilities of the listed positions:

State Licensed EMT*	\$2.50 per hour
Harbormaster / Shellfish Warden	\$1.50 per hour
Assistant Harbormaster / Shellfish Warden	\$0.25 per hour
Active, Certified Instructor**	\$0.25 per hour
Drug Recognition Expert***	\$0.50 per hour
Field Training Officer****	\$1.50 per hour
Intermediate LE Certification*****	\$0.50 per hour
Advanced LE Certification*****	\$0.75 per hour

*The bargaining unit member must respond to rescue calls while on duty, unless otherwise engaged in law enforcement activity, and must administer such care as reasonable and appropriate. Record of response and appropriate documentation must be made in Spillman. Training, including but not limited to that required to maintain licensure, must be attended as instructed by the Chief or his or her designee.

**Members of the bargaining unit are eligible to earn up to two stipends in this category. In order to qualify, unit members must instruct material approved by the Chief of Police at CPD or MCJA at least annually.

***To qualify for this stipend, the bargaining unit member must be a resource to CPD and other area departments. DRE must conduct a minimum of 3 DRE evaluations per fiscal year or show good cause why this was not possible.

**** This stipend shall be paid to a Field Training Officer (FTO) who completes an approved FTO program, for any and all hours spent while engaging in the training of an employee. Any officer utilized as an FTO must be pre-authorized by the Chief of Police to perform in this role.

*****Employees are eligible for one of these stipends only.

~~C. Emergency Medical Stipend~~

~~Employees who successfully complete a State of Maine approved EMT course and become Maine state licensed EMT's shall be reimbursed for the cost of books and/or materials required as part of the course, in addition to the licensing fee.~~

Licensed State of Maine EMT's will be compensated at an additional \$2.50 per hour upon submission of a copy of the license to the Human Resources Director for placement in his/her personnel file. The additional hourly pay shall be added to the employee's base rate of pay for purposes of calculating overtime.

D. Training Officer Stipend

A Field Training Officer (FTO) who completes a state sanctioned FTO program and State certified Firearms Instructors shall receive an additional \$1.50 per hour for any and all hours spent while engaged in the training of an employee. Any officer utilized as an FTO must be pre-authorized by the Chief of Police to perform in this role.

E. Enhanced Law Enforcement Certification Stipend

Beginning July 1, 2018, employees who are successfully certified by the Maine Criminal Justice Academy as Intermediate or Advanced Officers will be compensated at an additional \$0.40 per hour for Intermediate and \$0.45 per hour for Advanced, upon submission of the certification to the Human Resources Director for placement in his/her personnel file. The additional hourly pay shall be added to the employee's base rate of pay for the purposes of calculating overtime.

Employees are only eligible for one of these stipends.

If an employee's enhanced certification lapses, the stipend will cease to be paid until it is renewed.

ARTICLE 25 - INSURANCE

A. Workers' Compensation

The Town shall provide Workers' Compensation coverage for all employees of the department as prescribed by law.

B. Health Insurance

The Town shall offer group health insurance to regular full-time employees and their dependents. Effective July 1, 2015, the Town reserves the right to participate in a different medical insurance plan that provides high level hospital, surgical and major medical coverage. In the event the Town elects to or is required to change insurance coverage in any plan year, the Association will be notified and consulted; however the specific provider and plan shall be determined by the Town.

Between July 1, 2017 and June 30, 2020, the Town will pay a minimum of eighty percent (80%) of the cost of the High Deductible (HRA) health plan and the employee shall pay the balance, regardless of the plan chosen in the form of a payroll deduction on a pre-tax

basis.

Employees may earn points through the wellness program. The wellness program point system consists of the following:

- 33** points for an Annual Health Risk Assessment (HRA)
- 17** points for periodic follow-ups to the HRA as deemed necessary by the wellness provider
- 18** points for meeting goals set by the wellness provider
- 7** points each for attending or viewing Lunch & Learns (6 per year)

Annual wellness bonuses can be earned as follows:

- \$100.00 by maintaining a letter grade of "B" or higher HRA status and/or
- \$150.00 by earning 98 wellness points
- Bonuses will be paid in December of each year.

C. Professional Liability

The Town agrees to continue to provide Police Professional Liability Insurance for employees to the extent that such insurance is available to the Town at rates that, at the sole and exclusive discretion of the Town Council, are reasonable. The Association shall be given notice of any proposed change in coverage prior to any changes being implemented.

D. Maine Public Employees Retirement System

The Town shall continue to offer pension and disability retirement under the Maine Public Employees Retirement System (MPERS) for employees enrolled in the MPERS prior to the effective date of this contract.

E. F.I.C.A.

The Town agrees to continue participation in the Social Security program (F.I.C.A.) for the period of this agreement.

F. Long Term Care

The town will provide a Long Term Care Insurance Plan to regular employees according to the base policy as established by the town each fiscal year.

G. Vision

Insurance coverage shall provide for one eye exam per 12 month period.

ARTICLE 26 – HEALTH INSURANCE INCENTIVE PLAN

A. After determining eligibility, the Town will provide a health

incentive to any eligible employee who elects not to insure him/herself, or his/her eligible dependent(s) and spouse in accordance with the chart below. In addition, if an employee who is currently enrolled in the Town's group health insurance plan elects to enroll in a less expensive tier as shown in the chart below by removing an eligible spouse or dependent, the employee will receive the applicable incentive as shown in the chart below.

Tier Selection	ELIGIBILITY TIERS		2+	3+
	Single	Employee + spouse	Employee + child(ren)	Family
None	\$2,500	\$5,000	\$5,000	\$7,500
Single	-	\$2,500	\$2,500	\$5,000
Employee + spouse	-	-	-	\$2,500
Employee + child(ren)	-	-	-	\$2,500

- A.** All incentive payments are made on a pay-period basis and are subject to taxation.
- B.** The employee must provide evidence of insurance for him/herself and each dependent in order to qualify for this incentive plan.
- C.** The incentive will cease automatically at the time an employee or dependent becomes ineligible for coverage under the Town's plan requirements.
- D.** The effective date of any incentive shall be the date of the qualifying event which causes the change in tier selection.
- E.** The town reserves the right to set a Health Insurance Incentive Plan and the plan's incentive dollars each fiscal year.

ARTICLE 27 – RETIREMENT

A. Maine Public Employees Retirement System

Effective, January 1, 2015 the Town offers pension and disability retirement under the Maine Public Employees Retirement System (MainePERS) Special Plan #3C (25 years of service, no minimum retirement age requirement, 2/3 of Average Final Compensation plus 2% for each year of service beyond 25 years) for those employees enrolled in MainePERS prior to that date and for all new employees eligible to be enrolled in MainePERS after that date. The Town shall not be responsible for the cost of conversion of any contributions made prior to January 1, 2015. All contributions made prior to January 1, 2015 shall remain in the Plan that was in effect during the time the contributions were made, unless the employee elects to convert some or all of those contributions to the new plan at his/her sole expense.

B. I.C.M.A.

For employees who do not elect to participate in the Maine Public Employees Retirement System plan, the Town offers a 457 deferred compensation plan through ICMA Retirement Corporation. The Town will match employee contributions to the I.C.M.A.

retirement plan up to a level of seven (7) percent of the employee's annual base salary. For employee contributions less than seven (7) percent, the Town will match the amount equal to the employee's percentage contribution. Employees are responsible for any fees assessed to plan participants and are solely responsible for their investment options and choices.

C. Long Term Disability

The Town shall offer a long-term disability plan with coverage similar to that provided by the MPERS. The Town contribution for the plan shall be limited to 1% of the annual base salary of an employee. The employee shall pay any balance due through payroll deductions.

ARTICLE 28 - EMPLOYMENT

A. Probationary Period

All new employees shall serve a probationary period of (whichever is longer):

<u>MCJA Certified</u>	<u>Out of State Reciprocity</u>	<u>New Officer</u>
6 months from date of hire	6 months from certification by MCJA	12 months from date of hire or 1 year from graduation from MCJA

The employee shall have no seniority rights during this period. It is understood that during this probationary period said employee may be discharged at any time without cause. The Association hereby agrees not to grieve and/or arbitrate any dispute that arises from this section.

B. New Hires

The Police Chief shall determine the rate of pay for all new employees pursuant to Article 9, which may be at any step as the Chief deems appropriate based on the new employee's experience and qualifications. New employees that are hired at a rate of pay greater than the "Prior to 1 Year" entry level pay rate shall be entitled to advance in rates of pay from their date of hire as if they have served the equivalent amount of years for the Town and shall not be subject to a pay-freeze for any number of years prior to advancing pursuant to Article 9. New employees shall also be entitled to all benefits under this Agreement consistent with their rate of pay that are otherwise available to employees who have served an equivalent number of years for the Town, including, but not limited to, vacation time.

C. Pre-Employment Physical

All new employees, including a re-hired employee must successfully complete a pre-employment physical exam by a physician of the Town's choice subsequent to his/her offer

of employment and/or a Job Placement Assessment evaluation. The Town will pay for the cost of such examination.

ARTICLE 29 – EMPLOYEE’S RESPONSIBILITY

The Town shall furnish each new employee with a copy of all existing work rules upon employment and provide updates in a timely fashion. It will be the responsibility of employees to familiarize themselves with the work rules and to read the bulletin board or memoranda daily for working rules and amendments thereto.

ARTICLE 30 - SETTLEMENT OF DISPUTES

A. The Association agrees that this article will settle any and all disputes that arise between parties.

B. It is understood that if the Association, or any members of the Association, use any other means to settle a dispute, the grievance is automatically adjusted to the Town of Cumberland and shall be final and binding.

C. Stewards and Association Representatives

Employees selected by the Association to act as representatives of the Association shall be known as “stewards.” A steward may temporarily appoint any association member as the acting representative or steward during a grievance involving the steward or the steward may submit the grievance on his/her own behalf. The names of the employees selected as stewards, and the Association steward or president shall certify the names of other Association representatives who may represent employees in an acting capacity, in writing to the Town on July 1st of each fiscal year. The Town may at any time request a meeting with the association steward to discuss procedures for avoiding future grievances. In addition, the steward may discuss with the Town other issues which would improve the relationship between the parties.

The term “working day” for the purpose of this section shall be considered to mean Monday thru Friday, 8:00 AM to 4:00 PM and shall start on the first full day after a grievance is received by either the Chief or Town Manager.

D. All reprimands, suspensions, and dismissals of employees who are members of the Association are to be made public to the Association within three (3) days in writing by the Chief of Police or his/her designated representative stating the reason and conditions of the disciplinary action, when agreed to by the employee. If, in the opinion of the Association, the disciplinary action is not warranted, the Association has the option of submitting, in writing, such a statement to the Chief of Police, within five (5) working days. If an agreement is not made between the Chief of Police and the Association within five (5) working days, the process outlined below shall be followed.

E. Grievance and Arbitration Procedure

Any dispute which arises between the parties concerning the application, meaning or

interpretation of this agreement shall be settled in the following manner:

Step 1. Any grievance shall be presented in writing by the Association steward or his/her representative to the Chief or his / her designee within ten (10) working days after the cause for the grievance arose. The Chief or his / her designee shall respond to the Association steward or designee in writing within five (5) working days of his receipt of the written grievance.

Step 2. If the grievance remains unadjusted, it shall be presented in writing within five (5) working days after the response of the Chief or his / her designee by the Association steward or representative to the Town Manager. The Town Manager shall respond in writing to the Association steward/representative within five (5) working days of his written receipt.

Step 3. If the grievance is still unsettled, either party may, within thirty (30) working days after the reply of the Town Manager is due, by written notice to the other, request arbitration. The arbitration proceedings shall be conducted by an arbitrator mutually selected by the Town and the Association within ten (10) working days after the notice has been given. If the parties fail to select an arbitrator, either may request the American Arbitration Association to provide an arbitrator in accordance with the American Arbitration Association Rules. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of the testimony and argument. Expenses for the arbitrator's services and the proceedings shall be born equally by each party. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. Grievances initiated by the Town shall be processed in the same manner.

ARTICLE 31 – ASSOCIATION ACTIVITIES

A. The employer agrees that during working hours at the Town Hall and without loss of pay, the Association steward or Association representative shall be allowed to:

1. Post Association notices.
2. Distribute Association literature.
3. Transmit communications, authorized by the Association or its President, to the Town.
4. Consult with the employer, its representative, local Association officers or other Association representatives concerning the enforcement of any provision of this agreement.
5. Process grievances.
6. Attend negotiation meetings or other union meetings provided that the date, time, and location of such meetings, if held during any member's work hours and/or on Town property, are made known to the Chief or his/her designee as soon as reasonably possible after being scheduled.

B. The Association will be allowed to maintain a bulletin board in a prominent location with the police department for all members to see and access.

C. The steward or representative may engage in these activities during working hours without loss of pay except when the Chief determines that such activities interfere with the needs of the Department and the public's safety, health and general welfare.

ARTICLE 32 - UNIFORMS AND EQUIPMENT

A. If any employee is required to wear a uniform, protective clothing or any type of protective device as a condition of employment, such uniform, protective clothing or protective device shall be furnished by the Town to the employee. The Town shall pay for any equipment required by the Department for its employees as listed below in Appendix A.

#	Item	#	Item
1	Armor trauma plate*	1	Portable radio
3	Badges (2 uniform, 1 wallet)	1	Radio collar microphone
1	Battle Dress Uniform (BDU set)	1	Radio holster
5	Belt keepers	1	Rain coat
1	Chemical Irritant (OC) – Non Flammable and Holster	50	Rounds of pistol duty ammunition biennially
1	Class A Uniform (Town will only outfit one employee per year as necessary)	50	Rounds of pistol/rifle practice ammunition quarterly
1	Clipboard	1	Soft body armor (100% woven Kevlar) and carrier set
2	Collar brass (pair)	1	Spare soft body armor carrier*
1	Department ID and ID/Badge wallet	1	3 season jacket
1	Duty bag	1	uniform hat
1	Duty belt	4	Summer uniform shirts
1	Duty gloves	3	Turtlenecks
1	Duty holster	1 2	Uniform foot wear (one uninsulated, one insulated)
3	Firearm magazines and mag pouch	1	Uniform hat badge
1	Firearm with night sights	1	Uniform hat strap
1	Flashlight and Flashlight holder	4	Uniform pants
1	Glove holder	2	Uniform ties
2	Handcuff holster	1	Winter skull cap
2	Handcuffs (pair)	4	Winter uniform shirts
1	Inner belt	1	Winter watch cap
1	Keys – 1 building	1	External vest carrier w/ accessories
2	Nametag	1	Pistol mounted light
1	OC holster Tie Clip	1	Expandable baton and holster
1	TASER and holster		

*Spare concealable carrier may not be purchased if the employee chooses to wear an external vest carrier

DETECTIVE UNIFORM AND EQUIPMENT			
#	Item	#	Item
1	Compact Portable Radio	1	Handcuff Holster
1	Radio Holster	1	Magazine Holder
1	3 Season Raid Jacket or Similar	1	OC Holder
1	Badge Belt Clip	1	Compact Firearm with Night Sights

1	Paddle Holster or Similar	2	Utility Uniform (Polo / BDU style pant)
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B. Such items shall be replaced by the town as becomes necessary due to wear and tear in the performance of law enforcement duties, or as determined by the Chief of Police or his/her representative. The Town agrees to purchase replacement ballistic vests when warranty periods have lapsed. Unless exempted by the Chief of Police, the Town requires all officers to wear ballistic vests while on duty.

C. The Chief of Police shall designate the style, color, and brand of all items of visible clothing and equipment in order to maintain uniformity in appearance of all officers. All items of clothing and equipment provided by the town before and after the signing of this agreement, shall remain the property of the Town of Cumberland, and shall be returned upon termination of employment.

~~**D.** The Town agrees, upon approval of the Chief of Police, to allow officers to carry personally owned patrol rifles on duty as long as they meet department mil-spec requirements surrounding the AR-15 weapon system platform. Officers are required to qualify with a personally owned rifle before to carrying them on duty. Only Department approved ammunition will be allowed in personal rifles while on duty. The Chief of Police shall have ultimate authority over the approval or denial of rifles, optics, and rifle accessories.~~

D. The Detective is required to maintain, at the station in a state of readiness, a complete patrol uniform and business outfit. In addition, the Detective shall normally be required to wear business casual or business dress. The Town shall provide a clothing allowance of \$500 per fiscal year for the purchase of necessary clothing.

E. The Town agrees to repair or replace the following personal property when not covered by insurance or worker's compensation if damaged as a result of an extra hazardous duty, up to the replacement value of the existing property or personal insurance deductible, whichever is less:

1. Eye glasses/eye wear (up to \$100)
2. Dentures (up to \$50)
3. Timepieces (up to \$50)
4. Personal Communications Devices (up to \$150)

For purposes of this section, Extra Hazardous Duty will be defined as:

- pursuing, apprehending, arresting or detaining subjects or;
- while actively engaged in suppressing riots, insurrections, and similar civil disturbances.

ARTICLE 33 – MANDATORY & ASSIGNED TRAINING

A. If the State of Maine mandates in-service training of police officers and the officer is required to attend that training outside of his/her regular working hours, the officer shall be paid one and a half his/her base hourly rate of pay for any such hours training. The department will strive to provide training opportunities to all interested

personnel within the boundaries of schedule and budget limitations.

B. All employees shall receive firearms training and will demonstrate proficiency with rifles, and pistols, and shotguns in accordance with Maine Criminal Justice Academy standards twice per year. One training and qualification session shall involve low-light environments. Pistol duty ammunition will be fired in the course of training, at minimum, biennially. The Town agrees to pay reimburse a Firearms Instructor's for membership fees to a local firearms range, said fees not to exceed \$250, for the exclusive use of offering firearms armoring, testing, and training to department members.

C. All employees shall receive TASER© re-certification training as required by TASER International.

D. All employees shall receive CPR training on an annual basis (equivalent to the American Heart Association's Healthcare Provider level), to include AED use.

E. All employees shall receive state and federally mandated workplace-safety training.

F. The Town will reimburse 75% of the annual dues for an Officer's single membership to the Scarborough Fish & Game Association. If an officer chooses to join a club or purchase a membership at a different facility, the Town agrees to reimburse 75% of that fee, not to exceed 75% of the current rate for the Scarborough Fish and Game Association. Application fee and membership acceptance will be the responsibility of the member, not the Town of Cumberland. Other than as established in Article 35, Section B, in no case will the Town reimburse an employee for more than one range membership.

G. The Town will establish an elective training fund each fiscal year, subject to the Town Council's approval of the municipal budget. The elective training fund shall be used for training opportunities in addition to those that are required by law or by this Agreement. It shall be the member's responsibility to present an application for elective training to the Chief of Police or his/ her designee including a description of the proposed training program, a statement as to how the training will benefit the member and the department, and an estimate of expenses and time required to attend the training program. It shall be within the sole discretion of the Chief of Police to approve applications for elective training and all applications shall be subject to the availability of monies within the elective training fund. The Town shall give consideration to all employees for this training and shall endeavor to equalize training as it pertains to the employees within the bargaining unit.

ARTICLE 34 - OFF DUTY EMPLOYMENT

An employee may engage in off duty employment subject to the following limitations:

1. That such employment constitutes no more than twenty (20) hours per week when employed by an entity other than the Town of Cumberland.

2. All off duty employment for which the Town of Cumberland is the employer is subject to this Article and the provisions of Article 6, Section II of this Agreement. Although an

employee may engage in off duty employment for which the Town of Cumberland is the employer, the job requirements, demands and essential functions of the employee's duties as a law enforcement officer shall take precedence over the requirements, demands and essential functions of any and all off duty employment positions.

3. Employees may engage in off duty employment consisting of fire protection activities for the Fire Department of the Town of Cumberland on an occasional and sporadic basis or as otherwise permitted within this subsection. Hours worked in fire protection activities shall be calculated based on a 28 day work period and shall not exceed 11 hours within that 28 day work period or 171 hours total when combined with the hours worked as a law enforcement officer, whichever is less. All hours engaged in off duty employment shall be paid at the prevailing straight, base hourly wage as designated for the off duty position or the employee's skill level and job responsibilities.
4. All other off duty employment for the Town of Cumberland must be performed on an occasional or sporadic basis solely at the employee's option and in a different capacity from which the employee is regularly employed.
5. An employee shall submit requests for any and all off-duty employment in writing to the Chief of Police, whose approval must be granted prior to engaging in such employment.
6. An employee shall not engage in any employment or business involving the sale or distribution of alcoholic beverages, attorneys, or bail bond agencies, or work for an employer who has been convicted of a felony or who openly associates with convicted felons.

ARTICLE 35 - GENERAL AUTHORITY AND RESPONSIBILITY OF THE TOWN

- A. The Association hereby recognizes that the Town shall retain all rights and authority to manage and direct the operations of the Town Department and its working force, including the right to plan, direct and control Department activities; to schedule and assign work to employees, including in emergency situations the right to split two days off; to determine means, methods, procedures and equipment to maintain the efficiency of the Department and their employees; to determine the manner of jobs, to create, or for lack of funding or for lack of work, revise (meaning a material change in job assignments relating to law enforcement activities) or eliminate jobs; to establish and require observance of rules and regulations governing the conduct and performance of its employees; to formulate and adopt ordinances and other regulations incidental to management of the affairs of the Town; to hire and promote employees to maintain order. The Association hereby agrees not to grieve and/or arbitrate any dispute that arises from this section.
- B. The Town reserves the right to discipline or discharge for cause.

ARTICLE 36 – CONTINUITY OF WORK

The Association agrees that neither it nor its officers or members will engage in, or

encourage, any strikes, slowdowns, mass absenteeism, or picketing which will involve suspension of or interference with the normal work of the Department or other Town Departments. In the event that the Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and return to their normal duties. In any event, the Town may discharge any employee participating in these prohibited activities.

ARTICLE 37 - SAVINGS CLAUSE

If any provisions of this agreement shall be contrary to any law, such invalidity shall not affect the validity of the remaining provisions of this agreement.

ARTICLE 38 - DISCRIMINATION CLAUSE

The Town agrees to continue its established policy against all forms of illegal discrimination, including (1) discrimination with regard to race, creed, color, national origin, sex, sexual orientation, marital status, age, physical or mental disability, unless based upon a bona fide occupational qualification; and (2) intimidation or harassment on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, age, physical or mental disability.

The Association agrees to continue its policy to admit all members to membership and to represent all members without regard to race, creed, color, national origin, sexual orientation, sex, marital status, age, physical or mental disability.

The Association and the Town agree that discrimination, intimidation, or harassment of employees, including sexual harassment in all its various forms is unacceptable conduct and will not be condoned or tolerated by the Association or the Town.

The Town and the Association agree that any disputes arising out of the provision of this article may be processed through the grievance procedure contained in the Grievance and Arbitration Procedure. This provision shall not preclude other legal remedies provided by law.

All references in the Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

ARTICLE 39 - PERSONNEL FILE AND FILE PURGING

A. Personnel File

Pursuant to M.R.S.A. Title 30-A, §2702.2, the Town shall, upon written request from a member or former member, provide the member, former member or duly authorized representative with an opportunity to review or request a copy of the member's personnel file if the employer has a personnel file for that member. The review and copying must take place at the location where the personnel files are maintained and during normal office hours unless, at the employer's discretion, a more convenient time and location for the member are arranged. A personnel file includes, but is not limited to, any formal or informal employee

evaluations and reports relating to the employee's character, credit, work habits, compensation and benefits and non-privileged medical records or nurses' station notes relating to the employee that the employer has in the employer's possession. Personnel records may be maintained in any form including paper, microfiche or electronic form. The employer shall take adequate steps to ensure the integrity and confidentiality of these records, and make every attempt to keep each file up-to-date at all times.

B. File Purging

1. Oral Reprimands/Counselings: shall be purged from the personnel file of an employee ~~6(six) months~~ **one (1) year** after the issuance of the discipline, provided no repeat of a similar nature has occurred in that six month period. ~~All~~ **When purged**, all records relating to the oral reprimand/counseling violation shall be provided to the employee and the violation will not be considered in any future matters.

2. Written Reprimands: Any record of a written reprimand shall be purged from the personnel file two (2) years after the issuance of the discipline and provided to the employee, provided no repeat of a similar nature has occurred in that two-year period. When purged, all records relating to the written reprimand shall be provided to the employee and the violation will not be considered in any future matters.

3. Suspensions: Any record of discipline resulting in a suspension shall be purged from the personnel file four (4) years after the issuance of the discipline and provided to the employee, provided no repeat of a similar nature has occurred in that 4-year period. When purged, all records relating to the suspension shall be provided to the employee and the violation will not be considered in any future matters. Documentation of suspensions of more than one (1) week shall remain in the employee's personnel file permanently.

4. ~~Written Reprimands and Suspensions~~, as defined by Standard Operating Policies and Procedures:

~~Category 1 Violations:~~ Any record of disciplinary action shall be purged from the personnel file of said employee after 24 months from the issuance of the discipline. All records relating to the violation shall be provided to the employee and the violation will not be considered in any future matters.

~~Category 2 Violations:~~ Any record of disciplinary action shall be purged from the personnel file of said employee after 48 months from the issuance of the discipline. All records of the violation shall be provided to the employee and the violation will not be considered in any future matters.

~~Category 3 Violations:~~ Any record of disciplinary action taken shall permanently remain a part of the personnel file.

ARTICLE 40 - MEMBER RIGHTS

Whenever a complaint (written or oral) is lodged against an employee, the complainant will be directed to contact the Chief of Police, or his/her designee, who shall make every attempt to solve the problem at his/her level. Complaints from juveniles must be made in the presence of parents or legal guardians. **Complaints may be generated internally by any member of the department.** If the complaint cannot be resolved at the Chief's level without disciplinary action (not to include oral reprimands/counseling's), then the complainant shall **be requested to** reduce the complaint to writing, ~~utilizing the department Appendix #1 A "Report of Complaint Against Law Enforcement Personnel" Form,~~ and define the specifics of the complaint, ~~including the names of all witnesses,~~ with his/her signature applied to the complaint. **Though a written statement shall be requested, if, in the opinion of the Chief of Police, the matter is an allegation which, if true, would be a crime or a serious violation of policy, the Chief shall have the authority to initiate an investigation.** The complaint shall then be investigated as follows:

The Chief (or designated officer) shall be responsible to ensure that all allegations of misconduct and other violations shall be investigated. Such investigation shall be completed within a reasonable time based upon the circumstances ~~or of~~ the alleged misconduct and the investigation. If the investigation is a result of a complaint from the public, or misconduct or other violations that come to the attention of a superior officer, the following procedure shall be followed:

The Chief ~~(or his/her designee),~~ shall **order an investigation into** ~~investigate~~ all such allegations. Such investigator shall inform any member under investigation and his/her commanding officer of the nature of the investigation before it commences. If diligent efforts to contact the member fail, the investigator shall advise the designated representatives of the Association. Sufficient information to apprise the member of the specific allegations will be provided. The investigating officer shall be allowed to interview the complainant prior to notifying the member. Where no ~~probable cause~~ **credible allegation** is found, **which, if true, would constitute a violation of department policy or state or federal law,** the investigation will terminate and the record shall not become part of the member's personnel file.

When an investigator believes that ~~there is reasonable cause~~ **it is necessary** to interview a member under investigation concerning an alleged violation of the Department's operating procedure or misconduct, the member shall be afforded forty-eight (48) hours, unless an emergency exists or such right is waived, to contact and consult privately with an attorney or other counsel of his/her own choosing before being interviewed.

The interview of any Department member shall be at a reasonable hour, preferably when the member is on duty unless the course of the investigation dictates otherwise, and such interview will be conducted without unreasonable delay.

The interview shall take place at a location designated by the investigating officer and shall be at the Cumberland Police Department when feasible. If requested, a representative may be presented at the initial interview and shall be allowed to confer privately with the employee. The interview of any Department member shall be conducted at a reasonable time taking into consideration the working hours of the members and the legitimate interests of the Department.

The member of the Department being questioned shall be informed of the identity of all persons present during the interview. If it is known that the member of the Department being interviewed is a witness only, he shall be so informed. ~~The interview~~ **Interviews** shall be conducted with the maximum amount of confidentiality possible. The questions shall be specifically related to the alleged violation. If any other previously undisclosed matter is discovered which may be subject to investigation, it shall be handled pursuant to this procedure.

If, after the investigating officer has interviewed the complainant and the member in question, and it is determined by the Chief (or designee) that such misconduct, or other violation, is not a dismissible offense or other such magnitude that a suspension would result, ~~the findings shall be provided to the member's commanding officer for disposition within ten (10) days of such determination, and~~ the member **shall be** so informed.

Upon completion of ~~such~~ **an internal** investigation ~~where probable cause exists to warrant suspension or dismissal,~~ the results of such investigation and interviews shall be provided to the Chief (or designee). In such cases, when ~~formal charges are preferred~~ **suspension or dismissal may result,** such ~~charges~~ **information** shall be provided the member in question in writing and a copy provided to the President of the Association. In cases where probable cause exists that a criminal offense has been committed, the member may be suspended immediately without pay pending disposition of the charges.

If the member under investigation agrees to submit to a polygraph examination, he/she will be furnished a list of the questions to be asked, sufficiently prior to the examination to enable the member to confer with counsel of his/her choosing prior to the polygraph examination. If a member agrees to submit to any other type of test, he/she shall be advised of the type of test and the member will be afforded an opportunity to obtain a similar independent test if available.

Within fifteen (15) calendar days of the completion of the investigation, the member shall be advised of the final outcome. The ~~investigating officer~~ **Chief of Police** shall **assign no discipline** ~~bring no charges~~ unless the proper interview procedures are followed as outlined in the previous paragraphs and the ~~investigating officer~~ **Chief** ~~found probable cause~~ **sustained a finding of misconduct.** Failure to follow the above procedures, unless waived by the member in question, shall result in dismissal of all ~~charges~~ **discipline**, with prejudice. ~~and destruction of all related records.~~

ARTICLE 41 – VACANCIES/PROMOTIONS

A. Definition of Promotional Vacancy

Promotional vacancies for the purposes of this agreement are advancements from the grade of patrol officer to Sergeant. Should new job classification positions be created within this bargaining unit, which would be a promotion, the same conditions of filling the promotional vacancy shall apply.

B. Sergeant Promotions

The process of filling a Sergeant promotional vacancy shall be fair and all employees meeting the minimum qualifications shall be allowed to apply and compete for the position. The minimum qualifications are:

- Not on any type of probationary status;
- Minimum five (5) years of experience in law enforcement experience, which includes at least two (2) years of Town of Cumberland experience as a police officer prior to testing for the promotion.

C. Sergeant Testing

Testing for the Sergeant Promotion shall be as follows:

- The Town will post the promotional vacancy for at least 10 calendar days and applicants must apply in writing to the Chief or his or her designee.
- A written standardized test chosen by the Town and administered and scored by a neutral third party not associated with the Town. Thirty five percent (35%) of the total score.
- A written essay test reviewed and scored by two people: one chosen by the Chief of Police and one chosen by the bargaining unit. Candidate's identities are absent from the tests and are not known to the evaluators. Twenty five percent (25%) of the total score.
- Oral interview in front of a review panel consisting of one sworn officer chosen by the union, and one civilian chosen by the union, one sworn officer chosen by the Town and one civilian chosen by the Town. The civilians may not be employees of the Town or individuals related to any Town employee and the sworn personnel must be at least the rank of Sergeant. Additional members may be added to the panel if the union and the Town agree. Forty percent (40%) of the total score.

D. Psychological Test

The Town has the option of having all candidates interview or test with a psychologist to determine suitability for filling the promotional position.

E. Selection Process

The Chief will select from the three candidates having the highest scores. After each selection, the next officer in order of score will be added to the list of three, and future promotions will be made as stated above. The list referred to herein shall have an effective life of no more than 12 months measured from the date of creation of the list. If less than three employees are on the promotional list, the Town has the option of retesting to bring the list up to a minimum of three people. Those people on the existing list shall be afforded the opportunity to be retested if they so desire and the Town requests a retest.

ARTICLE 42 – VACANCIES/SPECIAL ASSIGNMENTS

F. Definition of Special Assignments

Special assignments for the purposes of this agreement are assignments of patrol officers to the position of School Resource Officer or Detective.

G. School Resource Officer (SRO)

The process of filling a School Resource Officer special assignment vacancy shall be fair and all employees meeting the minimum qualifications shall be allowed to apply and compete for the position. The minimum qualifications are:

- Not on any type of probationary status;
- Minimum three (3) years of experience in law enforcement

1. School Resource Officer Testing

Testing for the School Resource Officer assignment shall be as follows:

- The Town will post the vacancy for at least 10 calendar days and applicants must apply in writing to the Chief or his or her designee.
- A fair and equitable process which is communicated to the candidates in sufficient advance to give each candidate the opportunity to prepare and compete.

2. Psychological Test

- The Town has the option of having all candidates interview or test with a psychologist to determine suitability for filling the assignment.

3. Selection Process

At the conclusion of the fair and equitable process described above, the Chief will, after consulting with the administration of MSAD #51, select the employee best suited for assignment to the position.

H. DETECTIVE

The process of filling a Detective assignment vacancy shall be fair and all employees meeting the minimum qualifications shall be allowed to apply and compete for the position. The minimum qualifications are:

- Not on any type of probationary status;
- Minimum three (3) years of experience in law enforcement, which includes at least two (2) years of Town of Cumberland experience as a police officer prior to testing for the assignment.

1. Detective Testing

Testing for the Detective assignment shall be as follows:

- The Town will post the special assignment vacancy for at least 10 calendar days and applicants must apply in writing to the Chief or his or her designee.
- A written standardized test chosen by the Town and administered and scored by a neutral third party not associated with the Town. Thirty five percent (35%) of the total score.
- A written essay test reviewed and scored by two people: one chosen by the Chief of Police and one chosen by the bargaining unit. Candidate's identities are absent from the tests and are not known to the evaluators. Twenty five percent (25%) of the total score.
- Oral interview in front of a review panel consisting of one sworn officer chosen by the union, and one civilian chosen by the union, one sworn officer chosen by the Town and one civilian chosen by the Town. The civilians may not be employees of the Town or individuals related to any Town employee and the sworn personnel must either be assigned, or have had significant experience in having been assigned, to an investigative function. Forty percent (40%) of the total score.

2. Psychological Test

- The Town has the option of having all candidates interview or test with a psychologist to determine suitability for filling the promotional position.

3. Selection Process

The Chief will select from the three candidates having the highest scores. After each selection, the next officer in order of score will be added to the list of three, and future selections will be made as stated above. The list referred to herein shall have an effective life of no more than 12 months measured from the date of creation of the list. If less than three employees are on the special assignment list, the Town has the option of retesting to bring the list up to a minimum of three people. Those people on the existing list shall be afforded the opportunity to be retested if they so desire and the Town requests a retest.

ARTICLE 43 - TERM OF AGREEMENT

This agreement shall govern the rights of the parties from the date of July 1, 2021 through June 30, 2024 regardless of the date of ratification by both parties, with the exception of dates otherwise specifically noted in this contract language. The parties further agree that they shall meet in January of 2024 to begin contract negotiations.

IN WITNESS WHEREOF, the said Town of Cumberland, Maine, has caused these presents to be signed in its behalf by William R. Shane as Town Manager, thereunto duly authorized; and the Cumberland Police Benevolent Association has caused these presents to be signed in its behalf by Benjamin Burnes, its Steward, thereunto duly authorized.

Dated: _____

TOWN OF CUMBERLAND

Witness

By: _____
William R. Shane, Town Manager
Duly Authorized

CUMBERLAND POLICE BENEVOLENT ASSOCIATION

Witness

By: _____
Benjamin Burnes, Its Shop Steward
Duly Authorized

Central Maine Conditioning Clinic

30 Belgrade Ave.

Auburn, ME 04210

Essential Functions & Physical Job Requirements Overview

Name:

Job: Town of Cumberland: Police officer

Assessment Date:

Job Information: Brenda Moore

Validity Determination:

DOT Code:

SIC Code:

Activity	Client Capabilities				Job Requirements				Ess. Func	Meets Job Demands
Workday					8 Hours				YES	
Sit					6 Hours				YES	
Stand					1 Hours				YES	
Walk/ Run					3-4 Hours(1/4 mile run)				YES	
Activity	N	Occ	Freq	Cont	N	Occ	Freq	Cont		
Bend/Stoop							X		YES	
Squat						X			YES	
Crawl					MO				YES	
Climb Stairs						X			YES	
Crouch						X			YES	
Kneel					MO				YES	
Balance						X			YES	
Above Shoulder-Right										
Above Shoulder-Left										
Above Shoulder-Bilateral						35#			YES	
Desk to Chair-Left										
Desk to Chair-Right										
Desk to Chair-Bilateral					75#mo	50#			YES	
Chair to Floor-Right										
Chair to Floor-Left										
Chair to Floor-Bilateral						60#			YES	
Push						150#			YES	
Pull						150#			YES	
Carry-Right						60#			YES	
Carry-Left						60#			YES	
Foot-Right						X			YES	
Foot-Left						X			YES	
Hand-Simple Grasp-Right							X		YES	
Hand-Simple Grasp-Left							X		YES	
Hand-Firm Grasp-Right						X			YES	
Hand-Firm Grasp-Left						X			YES	
Hand-Fine Grasp-Right							X		YES	
Hand-Fine Grasp-Left							X		YES	
Head/Neck-Static						X			YES	
Head/Neck-Flexion						X			YES	
Head/Neck-Extension						X			YES	
Head/Neck-Rotation						X			YES	
VO2 Max (mets)					7 MET (10-11 MET MAX)				NO	

updated 1.05.08mb

N = Not at all

Occ = >0 to 2.5 hrs (1-33%)

Freq = 2.5 to 5.5 hrs (34-66%)

Cont = over 5.5 hrs

Min = minimally occasional

NR = Not Recommended

*** Indicates that although a value may exist, it was not demonstrated during the assessment

APPENDIX B

Please fill out completely Central Maine Conditioning Clinic, Inc. – Health History Questionnaire

Date _____ Date of Birth _____ Sex: Male ____ Female ____

Name _____
Last First Middle Initial

Street Address _____ City _____ State: _____ Zip: _____

Phone (H) _____ (W) _____ (C) _____

Please complete the following information. This data is used to assist in **safe** job placement. The information will remain confidential and will not be a part of your personnel file. This information will be used only to determine your physical abilities as they relate to the safe performance of your job. If there are medical indicators that are contraindicated for us we will collect more information before recommending a job placement.

initial if read.

PLEASE CHECK ALL THE MEDICAL CONDITIONS THAT APPLY TO YOUR HEALTH HISTORY

	Yes	No	Explain/list for Other
Has a physician stated that you have any health condition that would limit or restrict your physical activity?			
Do you have ANY condition that limits your physical activity?			
Have you had a work/ or non occupational injury which placed restrictions on you at work?			
Are you currently in treatment for an injury/illness?			
Do you feel chest pain, have dizziness, lose your balance or lose consciousness when doing physical activity?			
Do you have any current or chronic orthopedic/musculoskeletal joint pain limitations?			
Has any healthcare professional ever placed any physical restrictions on your ability to lift? IF YES – WHO WHAT WEIGHT LIMIT? _____			
Do you know of any other reason why you should not do physical activity?			
*Are you pregnant or is there a chance that you may be pregnant?			

PLEASE LIST MEDICATIONS YOU TAKE AND IT'S PURPOSE. (INCLUDE OVER THE COUNTER AND ALLERGY REMEDIES)

Name	Purpose	Dosage
Name	Purpose	Dosage
Name	Purpose	Dosage

Look at the following activities and indicate as appropriate: Do you have pain/discomfort/difficulty with any of the following:

YES NO

- | | | |
|--|--------------------------|--------------------------|
| 1. Getting up from sitting or crouching. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Sitting for up to 2 hours. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Putting on footwear. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Vacuuming or sweeping the floor. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Typing or writing. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Using a shovel or rake. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Picking up small objects. | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Standing for 30 minutes. | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Lifting 50 pounds from the ground to table top safely | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Twisting without limitations or pain. | <input type="checkbox"/> | <input type="checkbox"/> |

Look at the following activities and indicate as appropriate. Answer yes or no to the following statements:

- | | YES | NO |
|--|--------------------------|--------------------------|
| 11. I do have any hearing limitation. | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. My peripheral vision allows me to be safe. | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. I have had an injury that may interfere with my ability to perform this job safely. | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. I have increased pain when there is a change in the weather. | <input type="checkbox"/> | <input type="checkbox"/> |
| 15. I drop things frequently. | <input type="checkbox"/> | <input type="checkbox"/> |
| 16. I HAVE lifting restrictions. | <input type="checkbox"/> | <input type="checkbox"/> |
| If YES please list: _____ | | |
| 13. I usually bend at the knees when I pick items up off the floor. | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. I am in pain constantly. | <input type="checkbox"/> | <input type="checkbox"/> |
| 15. I sometimes get pain when I perform certain activities. | <input type="checkbox"/> | <input type="checkbox"/> |
| If YES please list activity: _____ | | |
| If YES please list body parts that have pain: _____ | | |
| If YES circle your rating of the pain (1 is the least and 10 is the worst) 1 2 3 4 5 6 7 8 9 10 | | |
| 16. I am on medication for pain management. | <input type="checkbox"/> | <input type="checkbox"/> |
| If YES please list: _____ | | |
| 17. Is there a good physical reason not mentioned here why you should not perform any of the tasks listed above ? Please list: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 18. Do you smoke? | <input type="checkbox"/> | <input type="checkbox"/> |
| If NO, have you ever smoked? How much? _____ How many years? _____ | | |
| If YES, how much? _____ How many years? _____ | | |
| 19. Do you use alcohol? | <input type="checkbox"/> | <input type="checkbox"/> |
| If YES, how much/how frequently? _____ | | |
| 20. Have you ever been treated for drug /Alcohol abuse? | <input type="checkbox"/> | <input type="checkbox"/> |

Family Medical History: Have your parents, siblings or grandparents had any of the following:

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Arthritis | <input type="checkbox"/> Blindness | <input type="checkbox"/> Cancer | <input type="checkbox"/> Tuberculosis |
| <input type="checkbox"/> Diabetes | <input type="checkbox"/> Deafness | <input type="checkbox"/> High blood pressure | <input type="checkbox"/> Sickle Cell Disease |
| <input type="checkbox"/> Glaucoma | <input type="checkbox"/> Psychological Illness | <input type="checkbox"/> Heart Disease | |
| <input type="checkbox"/> Lung Disease | <input type="checkbox"/> Long-Term Pain/Disability | <input type="checkbox"/> Other list | |
| <input type="checkbox"/> 1st degree relative had a definite heart attack or stroke before age 55? (father/mother/brother/sister) | | | |

Check all that you have had or now have:

- | | | |
|---|---|---|
| <input type="checkbox"/> Ear, nose, throat or sinus trouble | <input type="checkbox"/> Loss of sense of smell | <input type="checkbox"/> Broken eardrum |
| <input type="checkbox"/> Ringing in ears or difficulty hearing | <input type="checkbox"/> Eye trouble, eye injury or eye disease | <input type="checkbox"/> Wear glasses or contact lenses |
| <input type="checkbox"/> Back trouble, back pain, back injury | <input type="checkbox"/> Arthritis, rheumatism, bursitis | <input type="checkbox"/> Muscular dystrophy |
| <input type="checkbox"/> Kidney, Bladder or urinary problems | <input type="checkbox"/> Broken or fractured bones | <input type="checkbox"/> Dislocated or injured joints |
| <input type="checkbox"/> Heart trouble, heart attack | <input type="checkbox"/> Swelling of hands or feet | <input type="checkbox"/> Rapid or irregular heartbeat |
| <input type="checkbox"/> High blood pressure | <input type="checkbox"/> Numbness, tingling in finger/hands | <input type="checkbox"/> Heart murmur |
| <input type="checkbox"/> Carpel Tunnel Syndrome | <input type="checkbox"/> Stroke | <input type="checkbox"/> Neck injury or whiplash |
| <input type="checkbox"/> Problems with circulation | <input type="checkbox"/> Nervous or mental problems | <input type="checkbox"/> Chest pain/angina |
| <input type="checkbox"/> Depression | <input type="checkbox"/> Heart or lung surgery | <input type="checkbox"/> Claustrophobia |
| <input type="checkbox"/> Thrombophlebitis or blood clots | <input type="checkbox"/> Head injury or concussion | <input type="checkbox"/> Varicose Veins |
| <input type="checkbox"/> Residual disability from polio | <input type="checkbox"/> Asthma | <input type="checkbox"/> Cerebral palsy |
| <input type="checkbox"/> Hay fever, hives or other allergies | <input type="checkbox"/> Multiple sclerosis | <input type="checkbox"/> Shortness of breath |
| <input type="checkbox"/> Parkinson's disease | <input type="checkbox"/> Bronchitis | <input type="checkbox"/> Skin trouble or dermatitis |
| <input type="checkbox"/> Convulsions/fits/dizzy/fainting spells | <input type="checkbox"/> Pleurisy or fluid in lungs | <input type="checkbox"/> Cancer, cyst growth or tumor |

Name: _____

Page 3

- | | | |
|--|---|--|
| <input type="checkbox"/> Pneumonia | <input type="checkbox"/> Anemia, blood problems, or blood disease | |
| <input type="checkbox"/> Frequent or persistent cough | <input type="checkbox"/> Obstructive lung disease, emphysema | <input type="checkbox"/> Hemorrhoids |
| <input type="checkbox"/> Persistent fatigue | <input type="checkbox"/> Tuberculosis | <input type="checkbox"/> Night sweats |
| <input type="checkbox"/> Other lung disease | <input type="checkbox"/> Gland disorder | <input type="checkbox"/> Stomach or intestinal problem |
| <input type="checkbox"/> Bleeding tendency/easy bruising | <input type="checkbox"/> Ulcers | <input type="checkbox"/> Diabetes |
| <input type="checkbox"/> Chronic infection or immune system problems | <input type="checkbox"/> Liver trouble, hepatitis | <input type="checkbox"/> Thyroid disease |
| <input type="checkbox"/> Gallbladder trouble | <input type="checkbox"/> Recent wt gain/loss | <input type="checkbox"/> Abdominal pain |
| <input type="checkbox"/> High cholesterol | <input type="checkbox"/> Hernia, rupture | <input type="checkbox"/> Frequent headaches |
| <input type="checkbox"/> Treatment for high cholesterol | <input type="checkbox"/> Bowel trouble/change in bowel habit | <input type="checkbox"/> Chronic nausea or vomiting |
| <input type="checkbox"/> Other: Please describe: _____ | | |

List any doctor, chiropractor, or other health care person you have seen for evaluation and/or treatment in the past three years? Describe why:

- ☐ **Doctor** **Reason** _____
- ☐ **Chiropractor** **Reason** _____
- ☐ **Other** **Reason** _____

List all operations/hospitalizations including the years

☐ **NONE**

Operations: _____

Hospitalizations: (if any new on on-going medical problems, please list)

Please indicate yes in any area you have ever had any injury, pain, and swelling, discomfort, weakness, or any other problems ___shoulders ___arms ___wrists ___hands ___legs ___knees ___feet.

Check all that apply related to the position you are considering, have applied for, have been hired for or are currently in:

- ☐ Feel that I am physically able to do any work assignments I may be given.
- ☐ Feel that I am NOT able to physically handle any work assignments I may be given.
- ☐ Feel that I am able to physically handle some , but not all, of the work assignments I may be given
- ☐ Have a medical reason why I **cannot** work any shift assigned
- ☐ Have been told to avoid working in a noisy area.
- ☐ Have had heat stroke or had trouble working where it is hot.

Occupational History Check all that apply: Have you ever:

- ☐ Been able to work a dusty job
- ☐ Had any difficulties wearing latex, rubber or vinyl gloves
- ☐ Worked with laser or laser equipment
- ☐ Been exposed to ultraviolet light
- ☐ Been unable to obtain or hold a job because of any allergy to dust, chemical, oils, etc?
- ☐ Been unable to do a particular work activity because of a physical or emotional disability?
- ☐ Been exposed to toxic gases, toxic dusts, or fumes? If yes, please list the names and dates(s) of exposure. _____
- ☐ Had to wear special safety equipment in past work (gloves, respirator, etc.) If yes, please describe any difficulties wearing the equipment _____

List previous jobs:

1.		
2.		
3.		
4.		
5.		

Statement of honesty:

I have truthfully answered the above questions to the best of my knowledge. I understand that withholding any relevant information or giving false information regarding the above can be cause for termination.

I have reviewed this form and agree that this is an accurate reflection of my current situation.

EMPLOYEE SIGNATURE DATE

REVIEWER DATE

For office use only:

NOTES:

APPENDIX C

H 1 a PRESENTING PROBLEM MEDICAL/OCCUPATIONAL HISTORY

Name: _____ SS# _____ Date: _____ Date of Birth _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____

Emergency Contact: _____ Phone number: _____

Employer name: _____

Employer Phone number _____ Fax: _____

Job Title: _____ Dept: _____ Time in this job: _____

Employer Contact: _____ Worker's Comp carrier & Contact: _____

Date of Injury: _____ Worker's Comp Claim #: _____

Reason for visit: ☐ Pre-placement ☐ Fit for Work ☐ IME/consult ☐ Work Injury/Illness ☐ Return to work ☐ EMG
☐ Visit with Personal Health Coach ☐ Health Risk Appraisal ☐ Exercise Programming

History of Present Illness or Injury:

1. Injury date: _____ Time: _____ Date first noticed symptoms: _____
Date first reported to employer: _____

2. Onset of symptoms: Were they _____ gradual _____ sudden (check one)

3. Describe how injury occurred and what you were doing when it happened:

Has this diagnosis affected your quality of life? ☐ All of the time ☐ some of the time ☐ none of the time

Have you ever had this problem in the past ☐ Yes (When) _____ ☐ No

Exercise History: ☐ Daily ☐ 5-6 times/week ☐ 3-4 times/week ☐ 1-2 times/week ☐ none

Alcohol usage: ☐ Daily ☐ 5-6 times/week ☐ 3-4 times/week ☐ 1-2 times/week ☐ none

Tobacco usage: ☐ Daily Packs per day _____ ☐ Quit When: _____ ☐ none

Seatbelt usage: ☐ 100% ☐ 75-50% ☐ 3-4 times/week ☐ 1-2 times/week ☐ none

Have you been in the military ☐ No ☐ Yes _____ years. Discharge _____

% disability _____ ☐ No ☐ Yes

Treatment History for this injury/illness: ☐ Never been treated for this injury

☐ Dates treated _____

Duration: _____

Outcome _____

Have you seen other health care providers for this problem: ☐ Yes (When) _____
(List who please) _____

Have you previously received care or treatment in this facility, or in any OH+R facility for any reason?

☐ Yes When) _____ ☐ No

Notes: _____

Medical History:

Surgeries: (Give name and approximate date) _____

Medications: _____

Name: _____

Page 2

Medical/Occupational History continued

Hospitalizations: Please fill in the following:

Hospitalization location	Reason for Hospitalization	Physician	Date of Hospitalization
1.			
2.			
3.			

Broken or fractured bones or dislocated joints:

Bone/Joint	Physician	Date
1.		
2.		

Allergy History: Check all that apply

- ☐ Medication Please list: _____ ☐ Dust ☐ Animals
☐ Foods Please list: _____ ☐ Plants please list: _____
☐ Food Intolerance: _____ ☐ Chemical please list: _____

Family History: Have any immediate family members (father, mother, siblings, children) had any of the following diseases: ☐ Cancer ☐ High Blood Pressure ☐ Asthma ☐ Diabetes

☐ Heart Disease ☐ Tuberculosis ☐ Other Please list: _____

Hobbies: Please list your hobbies: _____

Do any of your hobbies include: ☐ Loud noises ☐ Weight lifting ☐ Using paints, glues, solvents ☐ Playing sports Please list: _____

Other:

Have you ever needed to wear personal protective equipment such as: (Check all that apply)

- ☐ Respirator ☐ Hearing Protection ☐ Gloves ☐ Safety Glasses ☐ Protective Clothing

Occupational History:

Please list your prior employers/jobs you have had:

Name of company	Position/Title	From	To
1.			
2.			
3.			

Have you ever:

- Been hurt/injured at this or a previous job? ☐ Yes ☐ No
Modified or changed jobs due to a health problem? ☐ Yes ☐ No
Experienced a suspected overexposure to a chemical/physical agent? ☐ Yes ☐ No
Received a disability settlement or permanent impairment rating? ☐ Yes ☐ No

If yes to any of the above, please explain:

Have you ever used, been exposed to or lived around the following (check all that apply):

- | | | | | |
|--|---|---|---|------------------------------------|
| <input type="checkbox"/> Chemical Plant | <input type="checkbox"/> Arsenic | <input type="checkbox"/> Asbestos | <input type="checkbox"/> Benzene | <input type="checkbox"/> Beryllium |
| <input type="checkbox"/> Construction Site | <input type="checkbox"/> Cadmium | <input type="checkbox"/> Carbon Tetrachloride | <input type="checkbox"/> Chromates | <input type="checkbox"/> Fluorides |
| <input type="checkbox"/> Cotton, Flax, Hemp | <input type="checkbox"/> Lasers | <input type="checkbox"/> Lead | <input type="checkbox"/> Loud Noise | <input type="checkbox"/> Mercury |
| <input type="checkbox"/> Electronic Plant | <input type="checkbox"/> Phenols | <input type="checkbox"/> Phosgene | <input type="checkbox"/> Plastics/PVC's | |
| <input type="checkbox"/> Metal Fumes, Pesticides | <input type="checkbox"/> Isocyanides | <input type="checkbox"/> Repetitive Motions | <input type="checkbox"/> Vibration | |
| <input type="checkbox"/> Radioactive Materials | <input type="checkbox"/> Silica | <input type="checkbox"/> Solvents | <input type="checkbox"/> Spray Painting | |
| <input type="checkbox"/> Farm | <input type="checkbox"/> Formaldehyde | <input type="checkbox"/> Welding/soldering | | |
| <input type="checkbox"/> Foundry Mill | <input type="checkbox"/> Mine | <input type="checkbox"/> Paper/Lumber Mill | <input type="checkbox"/> Refinery | |
| <input type="checkbox"/> Shipyard | <input type="checkbox"/> Nuclear Industry | | | |

Name: _____

Pain Rating:

Sleep disturbance YES NO	Patient Description : Sharp dull aching Throbbing tingling burning CONSTANT INTERMITTENT other: _____									
Scale	0	1	2	3	4	5	6	7	8	9
	10 None slight Mild Moderate Severe Excruciating Intolerable									
Pain Aggravating Factors										
Pain Easing factors										
Location (s) of pain Please indicate on the diagram as well.										

Statement of honesty:

I have answered the above questions to the best of my knowledge. I understand that withholding any relevant information or giving false information regarding the above can be caused for termination at my employer and/or may impact CMCC's ability to treat me appropriately.

I have reviewed this form and agree that this is an accurate reflection of my current situation.

SIGNATURE

DATE

REVIEWER

DATE

ITEM

21-041

To hold a Public Hearing to consider and act on authorizing the Town Manager to enter into a labor contract agreement with the Public Services/Val Halla Employees Association for the period of July 1, 2021 – June 30, 2024

AGREEMENT

BETWEEN THE

TOWN OF CUMBERLAND

AND THE

**PUBLIC WORKS/VAL HALLA MAINTENANCE
EMPLOYEES ASSOCIATION**

JULY 1, ~~2017~~ 2021 - JUNE 30, ~~2020~~ 2024

ARTICLE I **RECOGNITION**

The Town recognizes the Association as the sole and exclusive bargaining agent for all regular full and regular part time employees in the Public Works Department, Parks Department and Val Halla Turf Management Center. The positions of Public Works Director (“Director”), Public Works Foreman, Parks Foreman, Public Works Secretary, and Val Halla Golf Course Superintendent are exempted from this unit for collective bargaining purposes to the extent provided by the Maine Municipal Public Employee Labor Relation Act.

ARTICLE 2 **ASSOCIATION MEMBERSHIP**

Any present or future regular full time or regular part time Public Works or Val Halla employee who has served the probationary period and who is not an Association member, and who does not make application for membership in the Association, shall pay a service charge as a contribution toward the administration of this agreement in an amount equal to the regular monthly dues of the Association. This payment shall be made to the Association or, if such employee specifically objects to such payment on religious grounds, he/she shall pay an equivalent sum to the charity of his/her choice.

ARTICLE 3 **DUES CHECKOFF**

The Town shall deduct monthly dues upon receipt of signed authorizations from 100% of the Association’s members (a copy of which is to be retained by the Town), and a certified statement from the Treasurer of the local unit as to the amount of dues. The Town shall forward all such dues so collected to the Treasurer of the Association within ten (10) days following the deduction. The Association hereby agrees to indemnify and hold the Town harmless from and against any and all claims and causes of action which may arise from the administration and execution of this article.

ARTICLE 4 **HOURS OF WORK**

The parties recognize that the normal work week shall be forty (40) hours, eight (8) hours a day 7:00 a.m. – 3:30 p.m. A thirty (30) minute lunch period shall be scheduled accompanied by an A.M. and P.M. break of fifteen (15) minute duration, weather permitting. The normal work week shall not apply to those employees hired to perform specific duties on non-standard work days. The parties acknowledge that the Val Halla and Parks departments are unique operations in that they must account for weather, changing daylight hours, tournaments, and other use patterns that are beyond the control of management and therefore, hours of work shall remain flexible and will be established by the Town Manager or designee to meet the needs of the department.

ARTICLE 5

JURY DUTY

In the event that a member of the bargaining unit is duly called to serve on a civil or criminal jury in the federal or state courts of this state and is not excused from so appearing, the Town of Cumberland agrees to continue to pay to said employee the regular weekly wage which said employee is entitled to under this agreement except that the amount agreed for said service on the jury shall be deducted therefrom so that the resulting compensation received will be equaled to what the employee would have received if he had not been called to jury duty. Alternatively, the employee may choose to turn the check they received from the court over to the town, rather than having the amount deducted from their paycheck. The employee may retain an amount equal to the amount paid for parking expenses while performing jury duty, upon providing a valid receipt.

ARTICLE 6

HOLIDAYS

- A. The following holidays shall be recognized as paid holidays for all employees covered by this agreement:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

- B. Holiday Not Worked.

All eligible employees who do not work during an observed holiday listed in Paragraph A shall be compensated for eight hours at their base hourly rate of pay. Employees are not eligible to receive overtime compensation for a holiday on which they do not work.

- C. Holiday Worked.

Employees who work a holiday recognized in Paragraph A may choose either to be paid at two and one-half times their base hourly rate of pay or to be paid at one and one-half times their base hourly rate of pay and take a day off at a later date. Employees who work on Thanksgiving Day, Christmas Day or New Year's Day shall be paid three times their base hourly rate of pay. The Christmas Day and New Year's Day Holiday compensation will commence at ~~3:30 pm~~ noon on December 24th and December 31st. Employees may not accumulate compensatory time in lieu of pay on these three holidays.

- D. If a holiday is observed while an employee is on vacation, he/she shall receive a day off in lieu of the holiday at a later date.
- E. During the calendar year, a personal day may be taken by an employee at a time agreeable to the Director/Manager or Town Manager or designee and the individual employee.

ARTICLE 7
SICK LEAVE

- A. Sick leave shall accrue at the rate of one (1) day for each full calendar month of service beginning with the first full calendar month of employment, and the total accumulation shall not exceed 480 hours.

All eligible employees shall enroll in the Town-established Retirement Health Savings Plan ("Plan") during the initial enrollment period of June 2008. Enrollment in the Plan is irrevocable. Accumulations will cease whenever the 480-hour maximum has been reached. After reaching the 480-hour maximum, sick leave will continue to be earned at one day per full calendar month; however, employees shall place any unused sick leave above the 480 hours into his/her RHS account effective June 30th of each year.

Effective June 30th of each year, the Town will purchase an employee's sick leave hours above the 480 hours in blocks of 8 (eight) hour days at a rate of \$150.00 per 8 (eight) hour day and deposit this monetary value into the employee's RHS Account. Deposits to the account shall not reduce an employee's sick leave accumulation below 480 hours.

For those employees whose sick leave accumulation exceeded 480 hours on June 30, 2008, the Town will purchase those excess hours at the same rate and conditions as stated above in five (5) equal annual installments made during the month of June. If an employee severs employment before the five (5) annual deposits are made, the full amount of sick leave hours above 480 owed to the employee shall be monetized and deposited to the account at separation.

The essential components of the Plan are:

1. Deposits into the Plan are tax free.
2. Withdrawals from the Plan are tax free.
3. Account funds earn interest and the earnings are tax deferred.
4. Employees are immediately vested.
5. Should an employee sever employment, account funds are portable.
6. Account funds may be withdrawn for permissible expenses upon an employee's severance from employment with the Town of Cumberland or upon reaching age 55.
7. Funds may be utilized for all medical expenses allowed under IRS Code 213 as well as for insurance co-payments, out-of-pocket expenses, deductibles, prescription costs, insurance premiums and vision and dental expenses.

If the Town is required to make changes to the Plan by law or by the Plan's carrier, the substance and impact of those changes shall be negotiated with the Association.

- B. An employee who is injured while on duty assigned by the Director, Town Manager, or his/her representative, shall receive in addition to compensation paid under the Workmen's Compensation Act, an amount sufficient to bring him/her up to his/her base, net weekly salary after deductions of any taxes, union dues and employee's share of retirement premiums, if any, while any incapacity exists and the employee is unable to perform any other duties assigned by the Director or Town Manager or designee until the employee is approved for disability retirement by the Social Security Administration. It is agreed hereunder that the employee may be required by the Town to apply for disability and to

cooperate fully in the prosecution of any such disability application. Failure to apply and cooperate shall result in the employee being ineligible for further benefits hereunder. It is understood that this paragraph only applies to situations where an employee actually receives payments under the Workmen's Compensation Act. Should an employee recover lost wages in an action against the party causing the injury, the employee shall assign to the Town an amount equal to the supplemental wages paid hereunder. Absence due to such injuries shall not be charged to accumulated sick leave.

- C. Any employee absent on sick leave more than three (3) days and under a doctor's care shall, at the request of the Director or Town Manager or designee, file a doctor's certificate with the Director or Town Manager setting forth the reasons for such sick leave and, at the request of the Director or Town Manager, file a doctor's certificate every ten (10) days thereafter so long as sick leave continues, in order to be able to continue on sick leave. At the request of the Director or Town Manager/designee and at the expense of the Town, any employee on sick leave may be required to undergo a physical examination by a physician of the Director or Town Manager's choice.
- D. Sick leave credits will not be allowed when absence is due to the use of narcotics or intoxicants, misconduct, or any illness or injury occurred while gainfully self employed by other than the Town of Cumberland.

ARTICLE 8 **SENIORITY**

- A. A seniority list shall be established naming all the employees covered by this agreement with the employee with the greatest seniority (years of service) listed first. Seniority shall be based upon the employee's last date of hire by the Town of Cumberland. The list shall be made available to the Association and the Town.
- B. Seniority shall be the governing factor in all matters affecting: promotion, reduction in work force, recall and vacation preference. The impact area shall be the entire unit.

Once an employee has been notified of lay-off, he/she (the affected employee) shall be eligible to bump any less senior employee within the unit, provided he/she is qualified to perform the work assigned to that position. In that event, the 'bumped' employee becomes the affected employee and can assert his/her bumping rights. The affected employee may elect to be placed on the recall list rather than utilize bumping rights.

- C. In the event an employee is laid off, he/she shall retain his/her recall rights for fifteen (15) months from the date of his/her last lay-off. An employee shall remain on the recall list for the above stated fifteen (15) months unless one of the following occurs:
 - 1. The employee waives his/her recall rights in writing.
 - 2. The employee resigns.
 - 3. The employee refuses three (3) offers of recall.
- D. All offers of recall shall be in writing to the employee with copies to the Association. The employee's response, acceptance or decline, shall be in writing.

Nothing stated above shall preclude any discussion between the employee and the town prior to the action.

- E. At the time of lay-off, the affected employee shall receive all due compensation and other considerations as though separation had occurred.
- F. Upon returning to work, a recalled employee shall be credited with the same seniority that he/she had when the lay-off occurred.

ARTICLE 9

ANNUAL VACATION

- A. Employees shall be allowed annual vacation with pay based upon the following schedule:
 - After being employed one (1) continuous year - 10 working days
 - After being employed five (5) continuous years - 15 working days
 - After being employed ten (10) continuous years - 20 working days
- B. Vacation leave shall be scheduled by the Director or Manager(s). Schedules of allowable vacation time during the forthcoming year shall be presented to the Association by March 1 of the same year. The Association shall thereafter, and by March 31, present the Director or Town Manager or designee with a vacation schedule assigning vacation times to each employee, which schedule shall be adopted by the Director or Town Manager or designee. If no schedule is presented by the Association by March 31, the Director or Town Manager or designee may assign all vacations. Vacation leave shall be cumulative up to five (5) days until May 30 of the following year. Holiday leave, if not taken on the holiday and not paid for, must be used within one hundred twenty (120) days of the holiday in question. If an employee wishes to work in lieu of using accumulated vacation or holiday leave, the Director or Town Manager or designee may assign such employee to work such shift, and the employee shall be paid for such lost accumulated vacation or holiday leave in addition to pay for the time worked.

Vacations must be taken in units of at least five (5) consecutive days unless otherwise authorized by the Director or Town Manager or designee.
- C. The Director or Town Manager or designee may cancel all vacation or holiday leave in case of emergency. In such case, the employee so affected shall receive leave at a later time and shall receive his/her overtime rate of pay for the vacation or holiday leave lost during the emergency.
- D. Up to two (2) employees may take vacation leave at one (1) time if authorized by the Director or Town Manager or designee.

ARTICLE 10

PAID LEAVE

All Department personnel covered by this agreement shall be entitled to the following temporary non-cumulative leaves of absences with full pay.

- A. Family deaths: An employee shall be excused from work for up to three (3) days as needed and as determined by the Director or Town Manager or designee in the event of death in the employee's family. In addition, such employees shall have the use of two (2) days of sick leave and accumulated holiday and vacation leave, if needed. Family shall be deemed to be: spouse, mother, father, child, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, or stepchild. The definition of spouse shall include those employees living in an espoused relationship. The definition of child shall include natural born, adopted, step and foster children living in the employee's home.
- B. Four (4) days for illness in the immediate family which may be extended by permission of the Director or Town Manager or designee. For the purpose of this section, the immediate family shall be defined as those persons included under the Article of this agreement providing family death leave. Leave for this purpose shall be chargeable to sick leave and shall be at the discretion of the Director or Town Manager or designee.

ARTICLE 11

OUTSIDE WORK

An employee may engage in off duty employment subject to the following limitations:

- 1. That such employment constitutes no more than twenty (20) hours per week.
- 2. Such employment will not adversely affect current employment.

ARTICLE 12

INSURANCE AND RETIREMENT

- A. The Town shall provide Workmen's Compensation coverage for all employees of the department.
- B. The Town offers group health insurance to regular full-time employees and their dependents. Between July 1, 2017 and June 30, 2020, the Town will pay a minimum of eighty percent (80%) of the cost of the High Deductible (HRA) health plan and the employee shall pay the balance, regardless of the plan chosen, in the form of a payroll deduction on a pre-tax basis. Employees may choose to participate in a predesigned wellness program and earn points. The wellness program point system consists of the following:
 - 33** points for an Annual Health Risk Assessment (HRA)
 - 17** points for periodic follow-ups to the HRA as deemed necessary by the wellness provider
 - 18** points for meeting goals set by the wellness provider
 - 7** points each for attending or viewing Lunch & Learns (6 per year)

Annual wellness bonuses can be earned as follows:

\$100.00 by maintaining a letter grade of "B" or higher HRA status and/or

\$150.00 by earning 98 wellness points

Bonuses will be paid in December of each year

In the event the Town elects to or is required to change insurance coverage in any plan year, the Association will be notified and, if the change in coverage will result in an increase in the cost of the members' premiums, the Association will be consulted.

- C. The Town shall offer pension and disability retirement under the Special Plan 2C of the Maine State Retirement System for all employees enrolled in the Maine State Retirement System.
- D. The Town further agrees to continue participation in the Social Security program (F.I.C.A.) for the period of this agreement.
- E. For non-Maine State Retirement participants, the Town offers the ICMA Retirement Corporation 457 Deferred Compensation Plan. The Town will match regular employees' contribution at a seven (7%) percent of gross wages level with the employee contribution to be paid through payroll deductions. Employees are fully responsible for any fees assessed to participants by the Plan and are responsible for choosing from among a number of investment options for the balances of their accounts.
- F. For employees in the ICMA Retirement Corporation 457 Deferred Compensation plan, the Town shall offer, effective January 1, 1995, a disability plan with coverage similar to that provided by the Maine State Retirement System.
- G. The town shall provide long term care insurance to regular employees according to the base policy as established each fiscal year.

ARTICLE 13 **EMPLOYMENT**

- A. All new employees shall serve a probationary period of six (6) months and shall have no seniority rights during this period. It is understood that during this probationary period said employee may be discharged at any time without cause.

All employees who have worked said six (6) months and have satisfactorily completed their probationary period shall be classified as regular, full-time employees, and the probationary period shall then be considered as part of their seniority time.

- B. Any re-hired employee who has already served the probationary period shall not be required to serve another probationary period. The Director or Town Manager or designee may grant a leave of absence without pay to any employee and during the period of absence the employee shall not lose his/her seniority rights.

ARTICLE 14
EMPLOYEE RESPONSIBILITY

- A. The Town shall furnish each new employee with a copy of all existing work rules upon employment and update working rules each year for distribution to all regular, full-time employees. It will be the responsibility of employees to read the bulletin board or memoranda daily for working rules and amendments thereto.
- B. All suspensions and dismissals of employees who are members of the Association are to be made public to the Association within three (3) days in writing by the Director or Town Manager or his/her designated representative stating the reason and conditions of the suspension when agreed to by the employee. If, in the opinion of the Association, the suspension is not warranted, the Association has the option of submitting, in writing, such a statement to the Director or Manager's designee, within five (5) working days. If an agreement is not made between the Director or Town Manager's designee and the Association within five (5) working days, arbitration may be requested.
- C. If a citizen's complaint, whether written or verbal, is lodged against an employee and the complainant's name is not included in the written complaint and subsequent investigation fails to establish the validity of such complaint, no notation of any such complaint shall be placed in the employee's file.
- D. Each employee's personnel file held by the Town shall be open to him/her upon his/her request anytime during normal business hours of the Town Office upon written request to the Director or Human Resources Director.
- E. All new employees, including a re-hired employee, shall have, subsequent to his/her offer of employment, a physical examination by a physician of the Town's choice. The Town will pay for the cost of such an examination.

ARTICLE 15
SETTLEMENT OF DISPUTES

- A. Grievance and Arbitration Procedure: Any dispute which arises between the parties concerning the application, meaning or interpretation of this agreement, shall be settled in the following manner:

Step 1. Any grievance shall be presented in writing by the Association steward or the Association Grievance Committee to the Director or Town Manager's designee within ten (10) working days after the cause for the grievance arose. The Director or Manager's designee shall respond to the Association steward or Grievance Committee in writing within five (5) working days.

Step 2. If the grievance still remains unadjusted, it shall be presented in writing within five (5) working days after the response of the Director or Manager's designee is due, by the Association steward, Association representative or Grievance Committee to the Town

Manager. The Town Manager shall respond in writing to the Association steward/representative or Grievance Committee within five (5) working days.

Step 3. If the grievance is still unsettled, either party may, within thirty (30) working days after the reply of the Town Manager is due, by written notice to the other, request arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Town and the Association within ten (10) working days after the notice has been given. If the parties fail to select an arbitrator, either may request the American Arbitration Association to provide an arbitrator in accordance with the American Arbitration Association Rules. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of the testimony and argument. Expenses for the arbitrator's services and the proceedings shall be born by the losing party. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. Grievances initiated by the Town shall be processed in the same manner.

- B. Grievance Committee: Employees selected by the Association to act as Association representatives shall be known as "Stewards". The names of the employees selected as stewards, and the names of other Association representatives who may represent employees, shall be certified in writing to the Town by the Association Grievance Committee. The purpose of Grievance Committee meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the Committee may discuss with the Town other issues which would improve the relationship between the parties.
- C. Processing grievances during working hours: The Steward may process grievances during working hours without loss of pay with the permission of the Director or Town Manager or Designee.
- D. This article shall not apply to Article 22, the General Authority and responsibility of the Town of Cumberland.
- E. The Association agrees that any and all disputes that arise between parties will be settled by Article 15, Settlement of Disputes.
- F. It is understood that if the Association, or any members of the Association, use any other means to settle a dispute, the grievance is automatically adjusted to the Town of Cumberland and shall be final and binding.

ARTICLE 16 **OVERTIME**

- A. All hours worked by regular, full-time employees over forty (40) hours in a one hundred sixty-eight (168) hour work week shall be paid at a monetary rate of one and one-half (1 1/2) times the base hourly rate. (Base hourly rate shall be determined by dividing the base weekly wage rate by forty (40) hours.)

For the purpose of this entire section, "hours worked" shall mean only the following:

1. Hours actually worked.
 2. Hours compensated for by holiday, base pay.
 3. Hours compensated for by vacation, sick, family death leaves.
- B. Preference for overtime shall be offered according to seniority when consistent with the needs of the Department and the public's safety, health, and general welfare. Such order of rotation is to give such regular, full-time employees equalization of overtime work, if desired by an employee. At the request of an employee, compensatory time off in lieu of overtime pay shall be permitted under this agreement at the discretion of the Director or Town Manager or designee.
- C. All overtime will be prior approved by the Director or Town Manager's designee.
- D. Employees covered by this Contract called to work during the hours of 3:30 p.m. to ~~5:00~~ 6:30 a.m., and at any time during Saturday, Sunday, or holidays shall be paid overtime at the rate of one and one-half times the hourly rate for a minimum of Four (4) hours.
- E. An employee, with prior approval of the Director or Town Manager or designee, may elect to receive compensation time in lieu of overtime pay. All compensatory time for hours worked in excess of 40 hours per week shall be earned at one and one-half (1 1/2) times the regular pay. Earned comp time shall not exceed ~~80~~ 120 hours. A weekly record shall be kept of all comp hours earned and used in accordance with payroll reporting requirements.

ARTICLE 17 **BULLETIN BOARD**

The employer agrees to furnish a suitable bulletin board in the Public Works Department garage and Val Halla garage and the Association agrees to maintain it in a clean and orderly condition.

The Association shall not post any material which is obscene, defamatory, or impairs the operations of the Cumberland Public Works Department, or which constitutes partisan political campaign material.

Any material on the Bulletin Board that the employer alleges to be in violation of this application shall be promptly removed by the Association.

ARTICLE 18 **ASSOCIATION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES**

The employer agrees that during work hours at the Town garage and without loss of pay, the Association steward or Association representative shall be allowed to:

1. Post Association notices.
2. Distribute Association literature.
3. Transmit communications authorized by the Association or its President to the Town.

4. Consult with the employer, its representative, local association officers or other Association representatives concerning the enforcement of any provisions of this agreement.
5. Process grievances.
6. Attend negotiating meetings.
7. The Town authorizes the association to conduct 4 association meetings, during working hours, per year at the rate of ½ hour per meeting for a total of 2 hours per year. All meetings will commence at 3pm. Meetings may not cause employees to receive overtime or be held at times when premium pay is provided. Town reserves the right to require that meetings be rescheduled if they interfere with the needs of the department.

The steward or representative may engage in these activities during working hours without loss of pay except when the Director or Town Manager or designee determines that such activity interferes with the needs of the Department and the public's safety, health, and general welfare.

ARTICLE 19

UNIFORMS AND PROTECTIVE CLOTHING

If any employee is required to wear a uniform, protective clothing or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished by the Town to the employee. Any equipment required by the Department for its employees shall be paid for by the Town. All employees shall be granted a uniform allowance of \$600 per year, held by the Town, to be used to purchase uniforms/clothing specified by the Town from a uniform provider approved by the Town.

Each employee so required shall be given Two Hundred, Fifty dollars (\$250.00) annually, during the fiscal year July 1st to June 30th, for allowance for the purchase of safety shoes upon submission of proper bills.

The Town will provide tool insurance through the Town's insurance carrier for the Public Works and Valhalla mechanics. A copy of the insurance binder will be provided to the mechanics annually. Additionally, the town will provide the mechanic a \$500 annual tool allowance.

ARTICLE 20

SAVINGS CLAUSE

- A. If any provision of this agreement shall be contrary to any law, such invalidity shall not affect the validity of the remaining provisions of this agreement.
- B. Employees covered by this agreement shall not be denied any benefits granted by the town's personnel policies to other town employees so long as the agreement is silent with respect to such benefits.
- C. In the event that the personnel policies are in conflict with the collective bargaining agreement, the collective bargaining agreement shall be controlling.

ARTICLE 21
PAY SCALE

A. From the date of July 1, **2014 2021** through June 30, **2017 2024**, the pay scale covered by this agreement shall be the pay classification schedule as follows:

		2 %	3.5 %	3.5 %
	2016-17	2017-18	2018-19	2019-20
Mechanic	\$ 23.45	\$ 23.92	\$ 24.76	\$ 25.63
Heavy Equipment Operator	\$ 21.40	\$ 21.83	\$ 22.59	\$ 23.38
Equipment Operator	\$ 18.86	\$ 19.24	\$ 19.91	\$ 20.61
<i>Parks Groundskeeper</i>	\$ 16.76	\$ 17.10	\$ 17.70	\$ 18.32
Groundskeeper/ Equipment Operator	\$ 18.86	\$ 19.24	\$ 19.91	\$ 20.61
<i>Val Halla Groundskeeper</i>	\$ 16.76	\$ 17.10	\$ 17.70	\$ 18.32
Val Halla Mechanic	\$ 23.45	\$ 23.92	\$ 24.76	\$ 25.63

		5 %	3.5 %	3.5 %
	2020-21	2021-22	2022-23	2023-24
Mechanic	\$ 25.63	\$ 26.91	\$ 27.85	\$ 28.83
Heavy Equipment Operator	\$ 23.38	\$ 24.55	\$ 25.41	\$ 26.30
Equipment Operator	\$ 20.61	\$ 21.64	\$ 22.40	\$ 23.18
<i>Parks Groundskeeper</i>	\$ 18.32	\$ 19.24	\$ 19.91	\$ 20.61
Groundskeeper/ Equipment Operator	\$ 20.61	\$ 21.64	\$ 22.40	\$ 23.18
<i>Val Halla Groundskeeper</i>	\$ 18.32	\$ 19.24	\$ 19.91	\$ 20.61
Val Halla Mechanic	\$ 25.63	\$ 26.91	\$ 27.85	\$ 28.83

INCENTIVE PAY SCALE

Dozer	\$.35	\$728
Excavator (without grinder certification)	\$.35 .20	\$728 \$416
(with grinder certification only)	\$.15	\$312
Sweeper Operation, Maintenance and Cleaning	\$.35	\$728
CPR Certification	\$.05	\$100
Road Scholar	\$ 100.00	One-time payment
Class A Drivers Certification	\$ 1.00	\$2080
Commercial Applicators License	\$.12	\$250/ \$400max
First Class Utility Arborist	\$.07	\$150
Master Landscape Arborist	\$.12	\$250
Welding Certification	\$.50	\$1040
EMT Certification	\$ 2.50	\$5200

FF 1 Certification	\$.25	\$520
FF2 Certification	\$.25	\$520
Tanker Endorsement Class B	\$.10	\$208
Forklift	\$.05	\$104
Master Composter	\$.10	\$208
Safety Officer	\$.10	\$208
Acting Foreman	\$ 120.00	One time payment, after 3 days. At discretion of Director
ASE Master Certification	\$.14	\$291
Equipment Training Officer		\$3.00/hr. while training, at discretion of Director

B. Incentive Pay

All incentive pay increases will be approved by the Director or his/her designee. Approval will require proof of completion of a course and certification. Equipment proficiency will require a testing process approved by the Director.

Once an employee has been certified in the operation of the Dozer, Excavator, Sweeper and has received their Class A Driver's license their job classification will be changed to Heavy Equipment Operator and their pay grade will be changed to that of a Heavy Equipment Operator as outlined in Article 21 Section A of this contract. Current association members who are already classified as Heavy Equipment Operators do not qualify for additional stipends for operating these four pieces of equipment.

C. Longevity Payments.

Beginning on an employee's Third anniversary date of hire, the employee shall receive a longevity payment of \$0.05 per hour for each year of seniority. After an employee's tenth anniversary date of hire, the employee shall receive an additional \$0.01 per hour for each year of seniority. After an employee's twentieth anniversary date of hire, the employee shall receive an additional \$0.03 per hour for each year of seniority, as outlined in Appendix B. Seniority shall be as defined in Section A, ARTICLE 8, SENIORITY.

~~D. Stipends.: Bert Copp shall receive an hourly stipend of \$1.15 for fabrication.~~

ARTICLE 22 GENERAL AUTHORITY AND RESPONSIBILITY OF TOWN OF CUMBERLAND

- A. The Association hereby recognizes that the Town shall retain all rights and authority to manage and direct the operations of the Town Departments and its working forces, including the right to plan, direct, and control Department activities; to schedule and assign work to employees, including in emergency situations the right to split two days off; to determine means, methods, procedures, and equipment to maintain the efficiency of the Departments and their employees; to determine the manner of jobs, to create, or for lack of funding or for lack of work, revise (meaning a material change in job assignments relating to public works

and Val Halla activities) or eliminate jobs; to establish and require observance of rules and regulations governing the conduct and performance of its employees; to formulate and adopt ordinances and other regulations incidental to management of the affairs of the Town; to hire and promote employees to maintain order.

- B. The Town reserves the right to discipline or discharge for cause.
- C. The Association hereby agrees not to grieve and/or arbitrate any dispute which arises from Article 22, the general authority and responsibility of the Town of Cumberland.

ARTICLE 23 **ASSOCIATION LIST**

The Association agrees to supply the Director and Town Manager with a list of officers of the Association, the name of the Association representative and the names of the Grievance Committee members upon the contract signing date. It shall be the duty of the Association to keep these lists of names up to date and to notify the Director and Town Manager of any change within ten (10) days of such change.

ARTICLE 24 **STRIKES AND SLOWDOWNS PROHIBITED**

The Association agrees that neither it nor its officers or members will engage in, or encourage, any strikes, slowdowns, mass absenteeism, picketing which will involve suspension of or interference with the normal work of the Department or other Town Departments. In the event that the Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and return to their normal duties. In any event, any employee participating in these prohibited activities may be discharged by the Town.

ARTICLE 25 **DISCRIMINATION CLAUSE**

The Town agrees to continue its established policy against all forms of illegal discrimination, including (1) discrimination with regard to race, creed, color, national origin, sex, marital status, age, physical or mental disability, unless based upon bona fide occupational qualification, and (2) intimidation or harassment on the basis of race, creed, color, national origin, sex, marital status, age, physical or mental disability.

The Association agrees to continue its policy to admit all members to membership and to represent all members without regard to race, creed, color, national origin, sex, marital status, age, physical or mental disability.

The Association and the Town agree that discrimination, intimidation, or harassment of employees, including sexual harassment in all its various forms, is unacceptable conduct and will not be condoned or tolerated by the Association or the Town.

The Town and the Association agree that any disputes arising out of the provision of this article may be processed through the grievance procedure contained in the Grievance and Arbitration Procedure. This provision shall not preclude other legal remedies provided by law.

ARTICLE 26
TERM OF AGREEMENT

This agreement shall govern the rights of the parties from the date of July 1, 2017 2021 through June 30, 2020 2024.

The parties agree that the Town and the Association each shall have the option to reopen one (1) language article, new or a revision of current contract, to become effective in the third year of the contract, July 1, 2019 2021 to June 30, 2020 2024. The articles shall not be salary, insurance or pensions as defined by the Maine Public Employee Labor Relations Act

The parties further agree that they shall meet no later than April 1, 2019 2023 for the purpose of negotiating the reopeners and no later than April 1, 2020 2024 for negotiating a successor agreement.

IN WITNESS WHEREOF, the said Town of Cumberland, Maine, has caused these presents to be signed in its behalf by William R. Shane, as Town Manager, thereunto duly authorized; and the Town of Cumberland Municipal Employees Association has caused these presents to be signed in its behalf by ~~Wade Wescott~~ Frank Smith, its President, thereunto duly authorized.

DATED this _____ day of _____, 2017 2021

TOWN OF CUMBERLAND

Witness

By: _____
William R. Shane
Town Manager
Duly Authorized

CUMBERLAND MUNICIPAL
EMPLOYEES ASSOCIATION

Witness

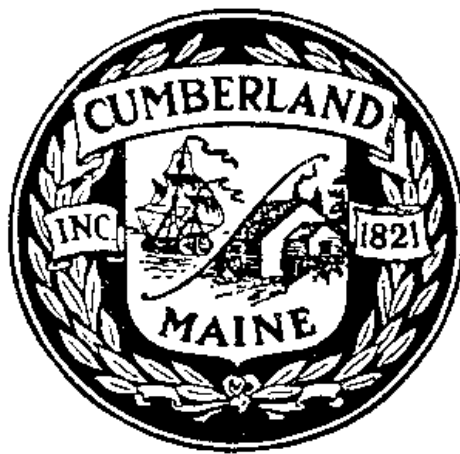
By: _____
Frank Smith
It's President
Duly Authorized

ITEM

21-042

To hold a Public Hearing to consider and act on amendments to the
Personnel Ordinance

TOWN OF CUMBERLAND



PERSONNEL ORDINANCE

Revised April 2021

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ARTICLE 1. INTRODUCTION

Pursuant to Article IV of the Council – Manager Charter, the Town Council shall enact a personnel ordinance and shall thereafter review the personnel ordinance annually. The general purpose of this ordinance is to establish a system of personnel administration that meets the social, economic and program needs of Town employees; it is not to be construed as a contract of employment. This system shall provide the means to recruit, select, develop, and maintain an effective and responsive work force, and shall include policies and procedures for employee hiring, advancement, training, job classification, salary administration, retirement, fringe benefits, discipline and other related activities.

ARTICLE 2. APPLICABILITY OF ORDINANCE

This ordinance and the procedures herein shall apply to all Town employees including those employees covered by collective bargaining agreements, except where otherwise provided or addressed in such bargaining agreements, or except for individual cases where a differing procedure is provided for in the Town ordinances or Town Charter.

ARTICLE 3. DEFINITIONS

For the purposes of this ordinance, the following words and phrases shall have the meanings respectively ascribed to them.

Anniversary Date: The anniversary of the employee's initial employment date.

Appointing Authority: The appointing authority shall be the Town Manager, or a person appointed by him/her who shall also be responsible for enforcing this ordinance.

Break in Service: Any separation from Town service, whether by resignation, removal, layoff, dismissal or retirement, after which the employee is subsequently re-employed. An authorized leave without pay will not constitute a break in service.

Continuous Service: Employment without a break in service.

Contract Employee: A contract employee is one who is employed pursuant to a written contract or agreement with the Town that sets forth the compensation and benefits to which he or she is entitled. Contract employees shall not be entitled to any benefits provided to other employee classifications under this Policy unless expressly set forth in the employment agreement or as otherwise required by law. Contract employment shall be permitted only at the discretion of the Town Manager in unique and limited circumstances.

Demotion or Reduction in Rank: Assignment of an employee from one position to another which has lower rate of pay.

Dependent: A person who meets the qualified dependent definition under the Town's group health plan such as a spouse, domestic partner and child up to age 26.

Disability: A permanent disabling condition, partial or complete, as designated by a medical professional, which prevents, hinders or adversely affects an individual's performance of the essential functions of the position.

Dismissal: Separation from employment.

Exempt: Designation of employment status in accordance with provisions of the Fair Labor Standards Act (FLSA). Designation as an exempt employee generally means that the employee is not entitled to overtime pay.

Fire/EMS Personnel: A Fire and EMS employee is one who is assigned to work a budget authorized position on an indefinite basis, regardless of the number of hours worked and whether on-call or for regularly scheduled shifts, including per diem employees. No benefits, including vacation and sick time accruals, except those required by law, are available for Fire and EMS personnel unless expressly stated herein.

Grievance: A complaint or dispute of an employee regarding his/her terms of employment as provided for in this ordinance.

Immediate Family: The employee's spouse, domestic partner, natural or adopted children, parents, siblings, grandparents or dependents residing in the same household that qualify as a dependent for federal income tax purposes.

Non-exempt: Designation of employment status in accordance with the provisions of the Fair Labor Standards Act. Designation as a non-exempt employee generally means that the employee is entitled to overtime pay.

On-Call Employee: An on-call employee is one who is subject to call based upon a need and not a regular work schedule, and the need for on-call work is intermittent in nature-This employee status includes but is not limited to part-time firefighters and EMS staff. No benefits are available for on-call employees, except those required by law.

Probationary Employee: Probationary employees are those who are still in the six-month probationary period following initial appointment or promotion to a regular full or regular part time position. Probationary employees accrue benefits based on their status as regular full or regular part time employees.

Probationary Period: Any person employed on a regular full or regular part time basis by the Town shall be employed on a probationary status for a period of six months, or as otherwise prescribed by the Town Manager.

Regular Full-Time Employee: A regular full-time employee is one who has successfully completed his/her probationary period and has been appointed to a budget authorized position to work a standard work week (as defined below) on a continuing and

indefinite basis at will. Regular full-time employees are entitled to all benefits provided by this ordinance.

Regular Part-Time Employee: A regular part time employee is one who has successfully completed his/her probationary period and has been appointed to a budget authorized position which requires a minimum of 20 hours, but not more than 30 hours per week and a minimum of 1,040 hours, but not more than 1,560 hours per fiscal year on a continuing and indefinite basis at will. Regular part time employees employed prior to July 2007 are entitled to all benefits, on a pro-rata basis, provided by this ordinance. No benefits, other than holiday and sick and vacation accruals, are available to regular part-time employees hired after July 1, 2007, except those required by law.

Non-Regular Part-Time Employee: A non-regular part-time employee is one who is assigned to work a budget authorized position of less than twenty hours per week on an indefinite basis and includes but is not limited to part-time EMS personnel, lifeguards, and camera operators. No benefits are available for non-regular part-time employees, except those required by law.

Seasonal Employee: A seasonal position shall be less than year-round, appointed for a period of time for which the project or task is known, regardless of the number of hours worked each week. Seasonal employees include, but are not limited to, seasonal recreation program employees and seasonal Val Halla staff. Seasonal employees may be entitled to overtime pay unless otherwise exempt under the FLSA, but no benefits, including sick and vacation time accrual, are available for a seasonal employee, except those required by law.

Standard Work Week: A standard work week consists of the days and hours that a regular full-time or regular part-time employee is regularly scheduled to work in a budget authorized position and is dependent upon the Department in which the employee works. Standard work weeks for regular full-time employees are in accordance with the hours of work as outlined in Article 23 herein.

Temporary Employee: A temporary employee is one who is appointed to a position that is less than year-round, regardless of hours worked, and that is for a specific project or period of time to fill a specific need of a less than permanent nature. No benefits are available for a temporary employee, except those required by law.

Suspension: Any enforced leave of absence with or without pay for disciplinary purposes or pending investigation of charges made against an employee. Benefits may continue during a suspension at the Manager's discretion.

ARTICLE 4. RESPONSIBILITY

As outlined by Article III, Section 3 of the Town Charter, the Manager, or his/her designee, shall have the responsibility for administration of the personnel program and make every effort to adequately consider the rights and interest of the Town employees, consistent with the best interests of the Town of Cumberland. The Town Manager shall

update and review the personnel ordinance and shall submit recommendations to the Town Council for its annual review.

ARTICLE 5. EMPLOYER AND EMPLOYEE RESPONSIBILITY

The Town shall furnish each new employee with a copy of this Personnel Ordinance at the time of the employee's orientation. It will be the responsibility of the employee to read all memoranda distributed via email or in paper copy relative to working rules and amendments thereto.

ARTICLE 6. SEVERABILITY CLAUSE

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, this invalidity shall not affect other provisions or application of this ordinance which can be given effect without the invalid provision or application, and for this purpose the provisions of the ordinance are severable.

The Town Manager may waive or modify any provision of this ordinance if the strict application of the ordinance to a particular situation is impractical or would result in hardships. Requests for a waiver or modification shall be considered only with respect to particular situations and a decision in one situation shall not create a precedent applicable to any other person or situation.

ARTICLE 7. EQUAL EMPLOYMENT OPPORTUNITY

The Town shall employ, without discrimination as to race, color, age, sex (including pregnancy), sexual orientation, gender identity or expression, genetic information, national origin, religion, political affiliation, protected veteran status, or physical or mental disability (except as a bona-fide occupational qualification) the best qualified persons who are available at the salary level established for Town employment, with first preference being given to citizens of the Town, all factors being equal.

ARTICLE 8. POSITION VACANCIES

Vacancies in any position may be filled internally by posting, or from outside through advertising. Vacancies in positions above entry level may be filled by promotion when in the judgment of the Town Manager and department head it is in the best interests of the Town to do so. In making promotions, the appointing authority shall give appropriate consideration to each applicant's qualifications, record of performance, and seniority, although the appointing authority retains the discretion to appoint the person he/she believes is best qualified for the position.

ARTICLE 9. APPLICATIONS

Application for employment must be filed on forms prescribed by the Town and available at the Town Manager's Office or the Town website, and/or meet the specified requirements as advertised. Such forms may require whatever information is deemed necessary and applications must be signed by the person applying unless the applicant is physically incapable of doing so. The Town will only accept applications for positions when there are vacancies to be filled or when an eligibility list or per diem list must be established.

ARTICLE 10. PHYSICAL EXAM/DRUG & ALCOHOL TESTING

After a conditional offer of employment is made, the prospective employee must successfully complete a Job Placement Assessment (JPA). The JPA will focus on the applicant's ability to perform the essential functions for the position as identified in the job description, with or without accommodation.

Prospective employees whose future position requires them to undergo drug and/or alcohol testing under Federal law, such as holders of a Commercial Driver's License (CDL), must submit to and successfully complete a pre-employment drug screening. Random drug and alcohol testing of covered employees will occur in accordance with Federal law. For more information on drug and alcohol testing, refer to the Town of Cumberland Policy on Drug and Alcohol Testing.

ARTICLE 11. NEW EMPLOYEE ORIENTATION

Each new employee will be given an orientation to receive information regarding benefits and policies.

ARTICLE 12. PROBATIONARY PERIOD

Any person employed on a regular full or regular part-time basis by the Town shall be employed on a probationary status for a period of six months. The conduct and work performance of employees on probation will be subject to review and evaluation during the six months, and they may be removed or demoted at any time during the probationary period. Such removals or demotions will not be subject to review or appeal.

ARTICLE 13. PROMOTIONS

A. Method of Promotion

Promotions to fill vacancies in positions of greater responsibility shall be made on the basis of merit of past work performance, seniority, achievements in any in-service training programs, initiative and any other relevant considerations. If an examination is

required to select a candidate for promotion, the Town Manager, or his /her designee shall determine the examination material, and the candidates shall be given proper notice of the examination. Whenever practical or consistent with the best interest of the Town, preference for promotion within any Department shall be given to any employee of the department. The Town Manager or his/her designee may, however, open any promotion to any qualified applicants.

B. Probationary Period

Anyone who is promoted to a higher position shall complete a six-month probationary period for the new position and without losing any earned benefits.

ARTICLE 14. HEALTH INSURANCE

A. Health Insurance

Regular full-time employees as defined by this ordinance or those employees otherwise eligible by law are entitled to enroll in the health plan offered by the Town. The health plan is subject to change by the Town on an annual basis; however, the Town will provide employees with 30 days' notice of a change to the health plan.

The Town offers group health insurance to regular full-time employees and their spouse, domestic partner and/or dependents. Effective July 1, 2017, the Town will pay a minimum of eighty percent (80%) of the cost of the High Deductible (HRA) health plan and the employee shall pay the balance, regardless of the plan chosen, in the form of a payroll deduction on a pre-tax basis.

B. Incentive Program

Eligible employees who do not elect coverage under the Town's health plan for themselves and/or their spouse, domestic partner and/or dependents will be eligible to receive an annual incentive. The incentive program is subject to change by the Town on an annual basis.

All incentive payments shall be made on a pay-period basis and are subject to taxation. In order to qualify for the incentive, the employee must provide evidence of insurance for him/herself, spouse and/or each eligible dependent for which they do not elect coverage under the Town's health plan. The incentive will cease automatically at the time an employee or dependent becomes ineligible for coverage.

C. Dependent Eligibility

The dependent(s) of an employee that is eligible for coverage under the Town's health plan are also eligible for coverage under Town's health plan up to age 26. However, an eligible employee may not receive an incentive for an eligible dependent that is employed and receives benefits through their employer or for

which the employee is no longer entitled to claim as an eligible dependent for tax purposes.

D. Vision Insurance

Employees that elect coverage under the Town's health plan will also receive coverage for vision services. The cost of the Town's group health plan may include vision coverage; however, the Town reserves the right to charge an additional premium for this coverage. Employees that are eligible for coverage under the Town's group health plan, but do not elect such coverage shall not be eligible to receive vision coverage independently.

E. Long-Term Care

The Town will provide a Long-Term Care Insurance Plan to all regular full-time employees according to the base policy as established by the Town each fiscal year. Employees may elect to enroll in higher levels of coverage beyond the base policy at their expense for the additional premium costs.

ARTICLE 15. WELLNESS PROGRAM

The Town recognizes the importance of health and wellness in the quality of employees' lives. As such, the Town instituted in January 2007 a Health Wellness Promotion Program focusing on health awareness and prevention.

A. Wellness Point System

Employees may earn points through the wellness program. The wellness program point system consists of the following:

- 33** points for an Annual Health Risk Assessment (HRA)
- 17** points for periodic follow-ups to the HRA as deemed necessary by the wellness provider
- 18** points for meeting goals set by the wellness provider
- 7** points each for attending or viewing Lunch & Learns (6 per year)

Annual wellness bonuses can be earned as follows:

- \$100.00 by maintaining a letter grade of "B" or higher HRA status and/or
- \$150.00 by earning 98 wellness points
- Bonuses will be paid in December of each year.

B. All employees are entitled to health coaching services offered by the wellness provider regardless of enrollment in the Town's group health plan.

C. Fitness Membership Reimbursement

The Town will reimburse up to \$25 of the monthly cost of an employee's membership to a gym or fitness facility or the actual cost of membership,

whichever is less. The employee is responsible for submitting a receipt of the monthly fee paid and must provide proof of attendance at the fitness facility at least twelve (12) times per month.

ARTICLE 16. LIFE INSURANCE

All regular full-time employees will receive life insurance and accidental death and disability coverage at no cost equal to one times their annual salary to a maximum benefit of \$100,000.

ARTICLE 17. RETIREMENT

A. Social Security

In addition to other retirement plans offered by the Town, the Town also participates jointly with employees in the Social Security System.

B. Deferred Compensation Plan

The Town offers a 457 deferred compensation plan through the International City Manager's Association (ICMA-RC). In this retirement program, the Town will match a regular full time employee's contribution up to 7% of their annual salary. The employee is responsible for the payment of any fees assessed to the employee's account, and the employee is also responsible for making their own investment decisions.

C. Maine Public Employees Retirement System (MainePERS)

The Town shall offer pension and disability retirement under the MainePERS Plan 2C for employees enrolled in MainePERS as a Town of Cumberland employee. Employees enrolled in MainePERS are also eligible to contribute to a 457 deferred compensation plan through ICMA-RC but are not be eligible to receive a matching contribution from the Town.

ARTICLE 18. DISABILITY INSURANCE

All regular full-time employees shall receive long-term disability coverage at a maximum of 60% of the employee's salary up to \$5,000 per month.

In addition, a short term (52 week maximum) disability plan, sometimes referred to as "Income Protection" is made available to Town employees. Regular full-time employees who meet the Plan's eligibility requirements may select one of three protection levels, each with a different premium and benefit rate. The cost for this benefit shall be solely the responsibility of the employee.

ARTICLE 19. DENTAL INSURANCE

The Town shall make available a dental insurance plan to regular full-time employees who meet the eligibility requirements of the plan.

ARTICLE 20. EMPLOYEE DEVELOPMENT

A. Education and Training

Department Heads will submit requests for funding for training and development of department employees as part of their annual budget proposal. The use of training funds will be determined by the Town Manager or his/her designee in cooperation with the department heads.

B. Education and Reimbursement Policy

Regular full-time employees who are enrolled in an accredited work-related degree program shall receive a reimbursement for tuition costs at the rate of 75% of the University of Southern Maine credit hour rate, or actual tuition costs if less, for a maximum of six (6) credit hours per fiscal year. The credit hour rate will be based on either undergraduate or graduate tuition rates. Employees must submit an official record following completion of the class for reimbursement to occur. A grade of C or better is required. This benefit may be subject to taxation. Books and other supplies are not reimbursable. Employees must complete a Tuition Reimbursement Request form, available in the Administration Office, and submit for approval by the Department Head and Town Manager. If possible, employees should provide notice of intent to utilize this benefit prior to January 15th in preparation for the next fiscal year budget.

C. Records

A record of each in-service, employer approved training program, school or conference attended and completed by any employee will be kept as part of the employee's personnel record, and such accomplishments by an employee will be given consideration during the promotion and evaluation process.

ARTICLE 21. WORK PERFORMANCE EVALUATION

A. Annual Evaluation

Each department head shall annually evaluate each regular full and regular part time employee within his/her department to determine if the employee is performing their job satisfactorily. A copy of each evaluation shall be given to, and reviewed with, the employee, after which a copy shall be placed in the employee's personnel file.

B. Town Manager's Responsibility

It will be the responsibility of the Town Manager or his/her designee to design the personnel evaluation forms and distribute the forms to the department heads. It will also be the Town Manager's responsibility to complete annual evaluations of employees under the Town Manager's direct supervision.

C. Purpose of Evaluations

The Town Manager will consider the personnel evaluation forms when salary increases, promotions, disciplinary action, rewards, training programs, merit pay, or any other related personnel action is proposed.

ARTICLE 22. EMPLOYEE CONDUCT

A. General

All employees are expected and required to treat the public and fellow employees with promptness, patience, courtesy and respect. Information gained from their positions is to be considered confidential to the extent permitted by law. All employees are expected to conduct themselves at all times during their hours of employment in a manner that will bring no discredit to their department or to the Town. Department Heads, if so designated by the Town Manager, shall make the determination of disciplinary actions, including dismissal, when in their opinion an employee's work performance or conduct justifies such action.

B. Local Political Activity

While working for the Town of Cumberland, all employees shall refrain from seeking or accepting nomination or election to the Cumberland Town Council or other Town Committee, unless serving as a staff representative to that committee or as a fire and/or rescue volunteer. Town employees shall not circulate petitions or campaign literature for elective Town officials or be in any way concerned with soliciting or receiving subscriptions, contributions, or political service from any person for any political purpose pertaining to the Town government. This rule is not to be construed to prevent Town employees from beginning, or continuing to be, members of any political organization, from attending political meetings, from expressing their views of political matters, or from voting with complete freedom in any local, state or national election.

C. Conflict of Interest

No Town employee who is authorized to make purchases shall have any interest either directly or indirectly in any contract with the Town. No Town employee shall sell materials to the Town unless such material is awarded under sealed bid.

D. Receipt of Gifts

Town employees are prohibited from soliciting or accepting any gift, gratuity, favor, entertainment, loan, or any other item of monetary value from any person, within or outside Town employment whose interests may be affected by the employee's performance or non-performance of their official duties. Acceptance of nominal gifts, such as food and refreshments in the ordinary course of business meetings or unsolicited advertising or promotional materials such as pens, note pads, calendars, etcetera, is permitted.

E. Outside Compensation

Town employees may engage in outside employment, subject to the conditions stated herein; however, no employee may engage in outside employment which in any manner interferes with the proper and effective performance of the duties of their position, results in a conflict of interest, or if it is reasonable to anticipate that such employment may subject the Town to public criticism or embarrassment. Employees must inform their department head of their outside employment. If the Town Manager determines that such outside employment is disadvantageous to the Town, based on the above criteria, he/she shall notify the employee in writing that the outside employment must be terminated. Any employee who engages in employment outside their regular working hours shall be subject to perform his/her regular duties first.

F. Smoking Policy

In accordance with the provisions of the Workplace Smoking Act of 1985, the Town of Cumberland restricts smoking to designated smoking areas located outdoors, at least 20 feet from the entryway of any Town building.

G. Drugs and Alcohol

The possession, use, distribution, or operating under the influence of legal or illegal drugs and alcohol is prohibited in the workplace or during working time. Violation of this policy will be treated as a serious offense.

H. Loss of Job as a Result of Loss of License or Certification

If it is a requirement for an employee in a specific position to possess a valid license and/or class of license or certification, then it shall be a condition of employment for that employee to maintain such license and/or certification without restriction and in good standing. Failure to do so may result in job loss or re-assignment to an alternative position.

I. Concealed Firearms

Pursuant to Title 26 M.R.S.A. Section 600, an employee who has a valid permit to carry a concealed firearm under Title 25, chapter 252 may keep a firearm in their vehicle as long as the vehicle is locked and the firearm is not visible. Employees that do not possess a permit to carry a concealed firearm may not keep a firearm in their vehicle on Town property. No employee may carry a firearm into a Town building. This section shall not apply to law enforcement officials employed by the Town of Cumberland.

ARTICLE 23. HOURS OF WORK

A. Normal Working Days

Owing to the variations in the different services provided by the Town, it may be necessary that there be distinctions in the normal working days and the hours of work per week within each department and/or job classification. It is understood, however, that salaried employees exempt from overtime shall accomplish the work assigned to the position regardless of the hours required to do the work; this policy will be applied within reason. It is the responsibility of each department head to ensure that the department's work hours are adhered to by all employees and that the daily work hours of all employees are reported to the Finance Director when submitting payroll timesheets.

Library: The normal working days in the workweek for the library staff shall be Tuesday through Saturday. The normal working hours are Tuesday – Thursday 9:00 a.m. to 8:00 p.m. and Friday and Saturday 9:00 a.m. to 5:00 p.m.

Police: The normal working days in the workweek for administrative staff of these departments shall be Monday – Friday 8:00 am – 5:00 pm. All other staff will be assigned shifts or schedules as needed or in accordance with a collective bargaining agreement by their respective department head.

Full Time Firefighter/EMS: The Fire and EMS full time positions will have a regularly scheduled work week of 40 hours in a 168-hour (7 day) work period or 48 hours in a 192-hour (8 day) work period. A 192-hour work period shall be utilized for establishing an 8-day shift cycle.

With prior approval from the Chief or his designee, these schedules may be temporarily changed to accommodate the need for people to attend classes, meetings, etc. or to cover vacancies in the per-diem schedule rotations. Only with prior approval will such changes be allowed, they shall be on a case-by-case basis and shall not establish any prior practice or ruling for future changes to scheduling. Management reserves the right to make adjustments to the number of hours worked.

Definition of hours worked:

- Hours actually worked.
- Hours spent in mandatory or assigned trainings or meetings.
- Coverage of shift vacancies or response to emergency calls.
- 24 hours is considered two, twelve-hour shifts.

Public Works & Parks: The normal working days in the workweek for the staff of Public Works and the Parks Department shall be Monday through Friday 7:00 am – 3:30 pm, subject to Article 4 of the Collective Bargaining Agreement for the Public Works/Val Halla Employees Association.

Town Hall: The normal working days in the workweek for staff at Town Hall that are not included in any other department listed in this section or serve as administrative support staff to those departments shall be Monday through Wednesday 8:00 am – 5:00 pm and Thursday 8:00 am – 6:00 pm.

Val Halla: The normal working days and hours for staff at Val Halla shall be flexible in accordance with Article 4 of the Collective Bargaining Agreement for the Public Works/Val Halla Employees Association.

Department Heads: Department heads are expected to work, at a minimum, the normal working hours of their department, unless otherwise authorized by the Town Manager, and shall work additional hours as needed to meet the essential functions of their position.

B. Absenteeism

To maintain a productive work environment, the Town of Cumberland expects employees to be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness result in a burden on other employees and on the Town's overall operations. Employees who are unable to be at work on time or are unable to work as scheduled must notify their supervisors as soon as possible via telephone in advance of the tardiness or absence. A reason for the absence shall be provided for each absence. Excessive tardiness and poor attendance may lead to disciplinary action up to and including termination of employment. Article 26 of this ordinance provides further details related to sick time accruals and usage.

C. Overtime

- a. Any time actually worked by non-exempt employees in excess of 40 hours per week shall be compensated for either by overtime pay at a time and one-half rate or by compensatory time at time and one-half rate, at the option of the employee. The scheduled use of earned compensatory time shall be determined by the employee's supervisor based upon department needs and demands. Comp time accruals shall not exceed 60 hours (40 hours of overtime work) without prior authorization from the Town Manager. This section shall not apply to exempt employees. Comp time accruals shall be payable to the employee upon separation from service.

- b. For those employees whose normal working days total less than 40 hours per week, any hours worked in excess of their normal working hours but less than 40 hours shall be compensated for by payment at the employee's regular straight time rate.
- c. Sick leave, vacation, holidays and other forms of paid absences shall not be counted as time worked, unless otherwise specified by a collective bargaining agreement. Time worked shall be calculated according to the employee's normal working days.
- d. The Town will attempt to distribute overtime equally among employees in their respective departments; however, refusal to accept such overtime shall be deemed overtime offered, for the purposes of this paragraph.
- e. Overtime work must be pre-authorized by the department head.
- f. Fire and EMS personnel shall be eligible for overtime in accordance with the FLSA based on their regularly scheduled work period as set forth in Article 23(A) above, after 40 hours in a 168-hour (7 day) work period, and after 53 hours in a 192-hour (8 day) work period. Overtime shall be at a rate of 1 ½ times the base pay rate for the employee for all hours worked in excess of the amounts set forth above.

D. Full-time Firefighter/EMS Force-In

The Town of Cumberland is committed to providing the highest level of EMS/Firefighting capability to the community. This will from time to time require the full-time staff to cover unfilled shifts and vacancies. A rotating list of full-time employees shall be used for forcing to fill such vacancies dependent on license level needed. An employee shall not be forced-in while on vacation from the first scheduled day off to the next schedule return to work while on vacation. Any time the employee is ordered by the Chief or his/her designee (due to an emergency staffing need), to report to duty for unscheduled work with less than 48 hours-notice, it shall be at the employee's overtime rate, regardless of the hours worked by the employee in that pay period. At Management's discretion, up to 4 hours on either side of a working shift may not be considered a "force." When a "force" is in effect, full time employees will be forced for a 12 or 24 hour shift.

Every attempt shall be made to avoid calling in employees not scheduled to work, before using the "Forced Overtime List".

Unless on vacation, full-time Fire/EMS employees should at all times have access to a communication device to ensure the Town's ability to contact them for purposes of the force-in process during emergencies. Due to the nature of the emergency response, all full-time employees should, when practical, respond to communications within one hour of notification.

E. Professional Conference

A non-exempt employee shall receive compensation for hours spent traveling to or attending a conference during their normal working days and hours. A non-

exempt employee shall receive compensation for hours spent attending a conference session outside of their normal working days and hours. All time spent actively attending conference sessions shall be considered time worked, however travel time outside of normal working days and hours will not be considered time worked. Expenses incurred during travel or the duration of the conference shall be reimbursed in accordance with Article 40 herein.

ARTICLE 24. HOLIDAYS

A. The following holidays are recognized by the Town of Cumberland:

New Year's Day, Martin Luther King Day, Presidents' Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

Holidays shall be paid for all regular full time and regular part time employees when the holiday occurs on a normal working day as defined in Article 23(A) above. When a holiday falls on a regularly scheduled non-working day, the following shall occur:

Town Hall: If a holiday falls on a Friday or Saturday, employees shall receive eight (8) hours of personal time for that holiday. If a holiday falls on a Sunday, the following Monday shall be considered a paid holiday and Town Hall will be closed.

Library: If a holiday falls on a Sunday, employees shall receive personal time equal to the amount of hours they regularly work on a Saturday. If a holiday falls on a Monday, employees shall receive compensatory time equal to the amount of hours they regularly work on a Tuesday.

Police: This section applies to administrative staff in the Police, Fire and EMS Departments. If a holiday falls on a Saturday, the preceding Friday shall be considered a paid holiday. If a holiday falls on Sunday, the following Monday shall be considered a paid holiday.

Police & Public Works: Non-administrative staff in these departments shall receive holiday pay in accordance with their respective collective bargaining agreements.

Full-time Firefighter/EMS:

Full-time EMS/Firefighter personnel who work 12-hour shifts (a 48-hour schedule during an 8-day work period) will receive 12 hours of pay for Town recognized holidays as set forth in this Personnel Ordinance. Full-time EMS/Firefighter personnel who work 8-hour shifts (a 40-hour schedule during a 7-day work period) will receive 8 hours of pay for Town recognized holidays as set forth in this Personnel Ordinance. The Town

recognizes holidays on the day the holiday occurs, or if the holiday falls on a Friday, Saturday or Sunday, the day the holiday is recognized as outlined above.

- (i) If a recognized holiday is on an employee's regularly scheduled workday and the employee works that day, they will receive regular base pay for hours worked, AND will receive pay for 12 additional hours at their regular base pay. (This typically applies to the Primary Paramedic & EMT)
- (ii) If a holiday is recognized on a day when the employee is not scheduled to work or does not work, the employee will receive 8 or 12 hours of holiday pay based on their regular work schedule at their regular base pay.
- (iii) For the following premium holidays, when an employee is regularly scheduled to work and does work, the hourly pay rate for actual hours worked during the premium holiday shall be at 1 ½ x regular base pay and the employee will receive pay for 12 additional hours at their regular base pay:
 - a. 4th of July: 7am-7pm and 7pm July 4th -7am (July 5th)
 - b. Thanksgiving – 7am-7pm
 - c. Christmas Eve – 7pm-7am (Dec 25th)
 - d. Christmas Day – 7am-7pm
 - e. New Year's Eve – 7pm-7am (Jan 1)

With 30 days' advance notice or if the employee has secured coverage for their shift, up to two holidays can be accrued and banked for future use within any calendar year and must be used by the end of the calendar year. All unused holiday time will be paid in the first pay period of the new calendar year. (Note that MEPERS does not recognize banked holidays as time earned.)

- B. Regular part-time employees shall receive holiday pay, proportionate to the hours normally worked on that day for a holiday that falls on the employee's regularly scheduled day of work. Regular part-time employees shall not receive holiday pay for a holiday that falls outside of the employee's regular work schedule.
- C. Seasonal, temporary, on-call, non-regular, and Fire/EMS employees shall not be entitled to paid holidays.
- D. During a calendar year, eight hours may be taken by a regular full-time employee as a Personal Day at a time agreeable to the department head or Town Manager and the individual employee. The Personal Day must be taken prior to the end of the fiscal year or the day will be lost. Personal time accrued from a holiday shall be used prior to the end of the fiscal year in which the holiday occurred, or the time will be lost. Any unused personal time, regardless of cause of accrual, shall not be payable upon separation from service.

ARTICLE 25. VACATION

- A. Each regular full-time employee shall be awarded annual vacation time with pay in accordance with the employee's current term of continuous employment and in accordance with the following schedule or as otherwise approved by the Town Manager.

One year or more of service:	2 Weeks
Five years or more of service:	3 Weeks
Ten years or more of service:	4 Weeks

- B. Regular part-time employees will be awarded vacation on a pro-rata basis proportionate to their regular working hours and the number of hours authorized in the budget for that position each fiscal year in accordance with the above schedule.
- C. Vacation will be accrued on a biweekly basis in accordance with Section A of this Article and the employee's standard work week as defined herein and may be used as accrued, subject to the approval of the department head. Probationary employees accrue vacation from their date of hire but may not be eligible to use it until their probationary period has been successfully completed, at the discretion of the department head.
- D. Employees shall provide their department head with their request for the use of vacation leave at the earliest opportunity. The department head shall consider operational needs when granting approval for the use of vacation leave. If a holiday falls within the vacation period, the employee will not be charged vacation for such holiday. Department heads shall provide the Town Manager with their request for the use of vacation leave at the earliest opportunity.
- E. No employee shall be permitted or required to work their vacation with pay, except in emergency conditions as approved by the Town Manager.
- F. Employees, regardless of length of service, may accrue up to a maximum of 240 hours of vacation leave. If an employee accumulates more than 240 hours of vacation, he/she will lose all time in excess of 240 hours. Due to unusual circumstances, the Town Manager may authorize an exception to this requirement.
- G. The Town Manager must approve vacations beyond one week.
- H. Vacation accruals will be based on the employee's anniversary date of hire rather than the calendar year.

In the year at which the employee advances to a higher rate of accrual, the additional accrual will commence on the anniversary date of the year preceding the advancement.

- I. Accrued vacation leave shall be paid to only full-time and regular part-time employees upon separation from service or to his/her beneficiary or estate upon death.
- J. Accruals During Pandemics or Emergencies
From March 1, 2020 to June 30, 2021 (unless extended) all employees will be permitted to accrue up to an additional 80 hours of vacation time at their regular rate of accrual per this Ordinance, up to a maximum of 320 hours. All employees hired after March 1, 2020 will still be subject to the 240-hour current cap on vacation time accrual.
Sick and personal time accrual caps will remain per policy or collective bargaining agreement. Overtime converted to “Comp Time” shall remain per current policy or contract.
- K. All unused vacation hours above 240 hours will be dispersed into the employee’s Retirement Health Savings plan on July 1st of each year. (See Article 27-L)

Full-time Firefighter/EMS:

For full-time firefighter and EMS personnel, vacation will be accrued on a bi-weekly basis as set forth in the table below and may be used as accrued, subject to the approval of the Chief or his/her designee. Probationary employees shall accrue vacation from their date of hire, but may not be eligible to use it until their probationary period has been successfully completed, at the discretion of the Chief or his/her designee.

- A. Each regular full-time firefighter and EMS employee shall be awarded annual vacation time with pay in accordance with the employee’s current term of continuous employment and in accordance with the following schedule (based upon a regularly scheduled work period of 7 days at 40 hours or 8 days at 48 hours):

Shift	0 - 5 years		5 - 10 years		10+ years	
	<u>Hours per Year</u>	<u>Hours per Pay</u>	<u>Hours per Year</u>	<u>Hours per Pay</u>	<u>Hours per Year</u>	<u>Hours per Pay</u>
40 hours per 7 days	80	3.0769	120	4.6154	160	6.1538
48 hours per 8 days	96	3.6923	144	5.5385	192	7.3846

- B. Full-time firefighter and EMS employees, regardless of length of service, may accrue up to 240 hours of vacation leave.

- C. No later than December 31st of each year, full time firefighter and EMS employees shall submit requests for vacations for the upcoming year. Vacation approvals will be recognized and approved on a rotating seniority basis for the upcoming year for one week of vacation. After January 15th of each year, vacations will be approved on a first-come, first-served basis. Full time firefighter and EMS employees cannot overlap vacation time, it must be taken one at a time. The Fire Chief or his/her designee shall consider operational needs when granting approval for the use of any vacation leave. A vacation day is defined as a 12-hour shift. If a holiday falls within an approved vacation period, the employee will not be charged vacation for such holiday. The Fire Chief shall provide the Town Manager with his/her request for the use of vacation leave at the earliest opportunity.

ARTICLE 26. EARNED PAID LEAVE

- A. Earned paid leave (EPL) shall accrue for those Town employees who fall within the definition of “employment” as defined in the Employment Security Law, 26 M.R.S. § 1043 (11) (referred to in this section as “covered employees”), at a rate of one (1) hour earned for every forty hours worked, up to 40 hours total in one year of employment. A “covered employee” may include a person who is employed by the Town in a part time or per diem capacity who is not otherwise subject to an exclusion in the law. Certain employees may be excluded from this benefit if they meet the definition of “seasonal employment,” are volunteers or do not earn at least \$1,000 in the calendar year. This shall not apply to full-time and regular part-time employees who earn vacation and sick time in accordance with Articles 25 and 27.
- B. No more than 40 hours of earned paid leave will be accrued during any one-year period of Town employment (referred to in this section as the “EPL eligibility period”. The one-year EPL eligibility period shall be defined as follows:
- Existing Town employees hired prior to 1/1/2021: Accrual of EPL for existing employees will begin on 01/01/2021; such existing employees shall thereafter accrue and use EPL on a calendar year basis (January 1st through December 31st annually).
 - Employees hired after 01/01/2021: Employees hired on or after 1/1/2021 will accrue EPL on a rolling one (1) year basis, commencing on their date of hire; such employees shall thereafter accrue and use EPL on an anniversary year basis.
- C. Accrual of EPL begins on 1/1/2021, or at the start of employment if on or after 1/1/2021, as applicable.
- D. Existing employees who have been employed more than 120 days as of 1/1/2021 may begin using EPL once accrued as of 1/1/2021. All other employees, including employees hired on or after 1/1/2021, may not use EPL

until after 120 days of Town employment.

- E. Covered employees with accrued and unused hours of EPL from the previous year of EPL eligibility (as defined on Section 2 above) will have those unused EPL hours available for (rolled over) use in their next EPL eligibility period, up to a maximum of forty (40) hours. EPL will thereafter continue to accrue up to forty (40) hours in their next EPL eligibility period; however, at no time in any given EPL eligibility period may any employee (i) have more than 40 hours of EPL in their EPL bank; (ii) continue to accrue EPL so that their EPL bank exceeds 40 hours; or (iii) use more than 40 hours of EPL in any given EPL eligibility period.
- F. All EPL used will be paid at the employee's regular rate of pay as established in the week immediately prior to taking the earned leave.
- G. EPL does not have a cash value and will not be paid out at termination of employment. Any employee who leaves employment and subsequently returns to work for the Town within a one-year period of the last day of previous employment will have any unused balance reinstated and available for use and rollover pursuant to this section.
- H. EPL can be used for any purpose. If EPL is for a scheduled or foreseen purpose the Town requires a four-week prior written notice. If use of EPL is for an emergency, illness, or other sudden necessity where advance notice may not be feasible, then notice must be given as soon as practicable. The Town can deny a requested date of use if it significantly impacts departmental operations or safety.
- I. EPL can be used in increments of one hour.
- J. Per diem and on call employees who are considered covered employees under this section may utilize EPL if they need to arrive late or leave early for a shift that they have previously accepted or signed up for, or if they are unable to work a shift they have previously accepted or signed up for some unforeseen reason. Per diem and on call employees who are considered covered employees under this section may not utilize EPL for days on which they have not previously accepted or been assigned to a shift.

ARTICLE 27. SICK LEAVE

- A. Sick leave may be used for personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of his/her position, or for a personal medical or dental appointment. Sick leave may also be used as outlined in Section G. below.
- B. Paid sick leave is earned at the rate of one working day per month of service for a regular full-time employee with a standard work week, as defined herein, of 40

hours. Regular full-time and regular part-time employees earn sick leave on a pro-rated basis according to the number of hours in their standard work week as authorized in the budget for that position each fiscal year. If an employee is on sick leave, credit will still accrue.

Full time EMS/Firefighter personnel will earn paid sick leave at the rate of 8 or 12 hours per month of service based on their regularly scheduled shift. Accrued sick time when used will be paid per hour of work missed due to illness, up to 8 or 12 hours per day/shift (dependent upon their regularly scheduled shift of 8 or 12 hours). Sick time shall be used in one-hour increments when used for less than a full day.

Shift	Hours per month	Accrue Per Pay Period
40 hours per 7 days	8	3.6923
48 hours per 8 days	12	5.5385

- C. Sick leave may be accumulated to a maximum of 480 hours. Sick leave in excess of 480 hours will be treated in accordance with Section K. below. Accrued sick leave will not be paid to an employee upon separation from service.
- D. For employees participating in MainePERS, retirees with a retirement effective date on and after August 1, 2019, the ability to use accrued, unused vacation and sick leave towards service retirement benefits will be limited to members who have 20 or more years of creditable service under the Plan at retirement. For active members, the retirement effective date is the first of the month after termination of employment.
Disability retirees retain the ability to use accrued, unused vacation and sick leave towards retirement benefits regardless of years of creditable service under the Plan at the point of disability retirement.
- E. The employee must report his/her intended use of sick leave, and the reason thereto, to his/her supervisor prior to or at the beginning of his/her regularly scheduled work shift.
- F. Sick leave may be taken in hourly increments as needed. All employees, both exempt and non-exempt, shall be charged one hour of sick leave for each hour of leave taken and a reason for the absence shall be provided for each absence. For payroll documentation purposes, sick leave shall be recorded as one of the following types: personal, family, child's school activities, or FMLA.
- G. An employee may use up to a maximum of fifty-six (56) hours of family sick leave per fiscal year due to the illness of a member of the employee's immediate family. "Immediate family" shall be defined as set forth in Article 3 of this

ordinance. Exceptions may be made at the discretion of the department head and Town Manager for the approval of use of sick leave under this section for immediate family members living outside the employee's household. Family sick leave may also be used for transporting immediate family members to health care appointments. For purposes of applying family medical leave requirements, the Town shall treat leave under this section in the same manner as it treats leave for a sick employee.

- H. An employee may use up to a maximum of twelve (12) hours of his/her accrued sick leave per year for the purpose of attending their child(ren)'s school activities. Employees requesting leave for school activities are expected to notify their department head within forty-eight 48 hours before the leave is needed.
- I. Probationary employees shall be entitled to use any sick leave accrued from date of hire upon approval of their department head.
- J. After three (3) consecutive days of sick leave time, including any subsequent treatment or period of incapacity relating to the same condition, that also involves continuing treatment by or under the supervision of a health care provider, or at any time that abuse of sick leave is suspected, the Town Manager may, as condition precedent to the continuation of sick pay, require a certificate from the employee's physician certifying the condition of the employee to be such as to justify the continued absence from employment. The Town shall designate any such leave as Family Medical Leave when the Department Head becomes aware of sick leave being used by an employee for a purpose that qualifies for leave under the Maine Family Medical Leave Law or the Federal Family Medical and Military Leave Act. The Town will require a health provider's certification for and recertification during all leaves of absence designated as family medical leave. (Specific details concerning family medical leave are contained in the Town of Cumberland Family Medical and Military Leave Policy).
- K. An employee that is on sick leave for at least three consecutive days due to an injury or illness or receives treatment for an illness or injury that requires an overnight stay at the hospital, not including absence or treatment for the common cold or flu, must provide a doctor's note clearing them to return to work and schedule a return-to-work assessment with Central Maine Conditioning Clinic (CMCC). Employees may not return from sick leave until a doctor's note and a satisfactory report of a return-to-work assessment from CMCC has been received by their supervisor. This requirement shall apply to both work-related and non-work-related injury and illness.
- L. Effective July 1, 2007 all eligible employees shall enroll in the Town-established Retirement Health Savings Plan (RHSA). An employee becomes eligible for enrollment in the RHSA when his/her sick time accruals reach 480 hours. Enrollment in the plan is irrevocable. Employees will continue to accrue sick time at their regular rate of accrual in accordance with Section B of this Article upon reaching the 480-hour maximum; however, at the end of each fiscal year, unused accruals above 480 hours will be valued at \$150 for every eight hours of

accrual and this value deposited in the employee's retirement health savings account. Deposits to an account shall not reduce an employee's sick leave accumulation below 480 hours.

If an employee severs employment with the Town prior to receiving the total value of the annual deposits, the remaining amount shall be deposited to the employee's account at separation. RHSA savings are accessible to the employee after separation from service or retirement or upon attainment of age fifty-five.

- M. Use of sick leave for false claims of sickness or disability, or falsification of proof to justify such sick leave, shall be cause for disciplinary action deemed appropriate by the Town Manager.

ARTICLE 28. INCLEMENT WEATHER

Town Hall will not close due to inclement weather conditions, except in the event of an emergency. Employees of Town Hall shall be entitled to use a maximum of twelve (12) hours of sick leave per calendar year, or more as deemed necessary by the Town Manager, for work hours missed due to weather related travel conditions are unsafe or when public utilities are unavailable during inclement weather events.

The Town Manager may determine that it is necessary to close the Library due to inclement weather, in which case the Library employees that are scheduled to work on that day may use sick leave to be compensated for the hours they would have otherwise worked.

If there will be a closing or delay due to an emergency event, a notice will be posted on the Town's website and a recorded message will be left at 829-4264. In the event of an emergency closing, all employees scheduled to work that day will be paid for their normal working day.

ARTICLE 29. LEAVES OF ABSENCE

The Town Manager upon recommendation of the Department Head concerned may grant a regular full or regular part-time employee in good standing a leave of absence without pay. Such leave of absence without pay shall not exceed one year in length and shall only be granted when it appears because of the past record of the employee, or because of the purpose for which the leave is requested, that it is in the best interest of the Town to grant the leave. A leave of absence (LOA) is defined as an unpaid approved absence from work for a specified period of time for medical, parental, military or personal reasons. The Town of Cumberland complies with all requirements of the state and federal Family Medical and Military Leave Acts, and the provisions of the FMLA are hereby incorporated into the LOA policy. LOAs will start on the date of request or date of need and not after the exhaustion of paid time off. While on LOA, an employee must make arrangements for continuation and payment of benefits and contact the Human Resources department at least every 30 days. Failure to do so may result in voluntary

termination. All requests for a LOA must be made on a LOA Request Form. An employee must provide 30 days advance notice when the need for the leave or absence is foreseeable. The department head shall notify the employee as to whether the request was approved and HR will provide notice if the leave is being designated as FMLA leave. A leave of absence will not be granted to allow an employee time off to seek employment elsewhere or to work for another employer. Employees who hold employment elsewhere while on LOA, except military reserve duty, are considered to have quit voluntarily.

An employee that is granted a leave of absence shall retain all rights to accrued vacation and accrued sick leave, but shall not earn vacation or sick leave, or accrue seniority, while on a leave of absence. An employee who does not return from the leave of absence as scheduled and approved may be terminated as of that date.

ARTICLE 30. BEREAVEMENT LEAVE

An employee shall be allowed:

A maximum of four (4) working days off with pay for the death of a parent, step-parent, spouse, significant other (defined as having resided in the same household) a child/stepchild, sister, brother, brother-in-law or sister-in-law, grandparent, grandchild, father-in-law, mother-in-law, legal guardian, aunt or uncle.

One working day with pay may be allowed for the attendance at a funeral or service of a non-family member at the discretion of the Town Manager.

Bereavement leave shall not be counted as sick time, except that employees may use up to four (4) additional days of sick leave for bereavement time with prior approval of the Town Manager.

ARTICLE 31. JURY DUTY OR WITNESS LEAVE

An employee shall be granted a leave of absence any time they are required to report for jury service or when subpoenaed to testify in court.

The Town shall pay the employee the difference between the amount of regular pay and the juror's or witness' fee. The employee will continue to be paid his/her full wage during the term of the leave, provided the employee agrees to reimburse the Town in the amount received for witness fees or jury pay.

When the term of the jury duty leave is complete, the employee shall report to the Town the number of regular working days he/she was required to serve as a juror or witness.

Any juror's pay or witness' fee received for services on a regular workday shall be deducted from the following week's wages. The amount to be deducted will be determined by multiplying the number of regular working days the employee was

required to serve as a juror or witness by the rate of compensation established by 14 M.R.S.A. Sec. 1215 or by 16 M.R.S.A. Sec. 251.

Any juror's pay or witness fee received for service on a regular non-working day will not be deducted from the employee's wage.

ARTICLE 32. FAMILY MEDICAL LEAVE

The Town of Cumberland complies with all requirements of Maine's Family Leave Law and the Family and Military Medical Leave Acts. If an employee finds that he/she must be out of work for more than three days for a recurring illness/injury, he/she should contact the Human Resources department to determine if the absence is considered eligible for family medical leave. The Town reserves the right to designate leave as Family Medical Leave Act (FMLA) leave if it determines the reasons for the leave meet the criteria for FMLA leave. For further details, please refer to the Town of Cumberland Family Medical and Military Leave Policy.

ARTICLE 33. MILITARY SERVICE AND RESERVE TRAINING LEAVE

Eligible employees will be granted a non-paid leave of absence for military service or training as defined by the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA), the Maine Leave Relating to Reserve Training or Military Service (M.R.S.A. 26 814), or the National Defense Authorization Act for FY 2008 (Military Family Leave). Employees may use accrued vacation leave, but are not required to do so, for eligible leave that falls within these statutes. Employees are requested to notify their supervisors as soon as they are aware of the military obligation. The Town may require certification from the proper military authority to verify an employee's eligibility for military or family military leave.

ARTICLE 34. PERSONNEL FILES

The Town shall maintain a personnel record for each employee in the service of the Town of Cumberland. It may contain the following types of information: employee's name, address, phone number, the title of the position held, the department to which the employee is assigned, salary, changes in employment status, employee performance reviews and other performance related information, and such other information as may be considered pertinent. Medical information shall be maintained in a separate, locked file.

The employee may have access to such records during normal working hours of the Administration Department and the office shall provide one copy of any record upon request. All personnel records shall be considered confidential to the extent permitted by law. All personnel records of each employee shall be retained by the Town following termination as required by law.

The employee is responsible for notifying the Town of all changes of address, telephone numbers or family status (births, deaths, adoptions, marriage, death, divorce, or legal separation) in order to provide for accurate record keeping and appropriate benefit information.

Prospective employers, financial institutions, and residential property managers routinely contact employers requesting information on a former or current employee's work history and salary. All such requests of this type shall be referred to and completed by either the Human Resources or Finance Director. For written requests, information will be provided on the form provided only when it is accompanied by a former or current employee's signed authorization to release information. The written form will be returned directly to the requesting party. Reference requests will be limited to confirming information stated by the requesting party, and/or verifying dates of employment and position(s).

ARTICLE 35. WORKERS' COMPENSATION

A. Reporting and Treatment of the Injury

Reporting: All injuries sustained in the course of employment shall be immediately reported to the employee's department head. The employee's department head must complete a First Report of Occupational Injury or Illness. Department Heads must submit the completed First Report of Occupational Injury or Illness to the Administration Department within 48 hours from the date of injury.

Treatment: Pursuant to State law, the Town requires that the health care provider of the Town's choice provide treatment of an occupational injury or illness within the first 10 days following the submission of a First Report of Injury. The injured employee, Department Head, Town Manager or his/her designee may make the appointment for an evaluation and treatment following a First Report of Occupational Injury.

If the injury is serious, the employee should go immediately to the nearest hospital emergency room for treatment; an assessment by the Town's health care provider can be done at a later date. An employee may elect to go to a physician of their choice, but should understand that the Town, through its workers' compensation plan, will not make payment for these visits unless the employee has first seen the Town's Occupational Injury Provider.

B. Workers' Compensation Payment

The Town of Cumberland provides workers' compensation insurance coverage for all employees. It is the responsibility of any injured employee to assist his/her supervisor in completing a First Report of Occupational Illness or Injury and in having the injury or illness assessed by the Town's health care provider as outlined above.

Any employee who sustains a personal injury or compensable illness arising out of and in the course of his/her employment shall be entitled to compensation equal to the amounts and durations set forth in the Maine Workers' Compensation Act of 1992 (39-A M.R.S.A. §101 *et seq.*)

The Town of Cumberland shall discontinue payments and be entitled to recoup any payments made to an employee pursuant to this section, when the Town is notified that the employee's Workers' Compensation claim has been denied. An employee may elect to charge lost time to either sick leave, vacation or compensatory time if the employee has accrued such time, otherwise, the employer is authorized to make payroll deductions to recover the amount paid to the employee.

C. Light Duty

Due to work-related injury or illness, an employee, upon recommendation from the treating physician, shall be given light duty for the period of time the condition exists, provided that light duty is available. The Town Manager or his/her designees, and the department head must approve light duty assignments. The employee must provide a medical request from the treating physician explaining the need for light duty, the estimated duration of the need for light duty, and what restrictions on working assignments apply.

ARTICLE 36. DISCIPLINARY PROCEDURE

A. Progressive Discipline

A policy of progressive discipline will apply to all department heads and employees. Instances of poor job performance or misconduct will be subject to progressively more severe sanctions, which may include oral warnings, written warnings, suspension with pay, and suspension without pay, demotion, and termination.

All disciplinary action taken against an employee or department head, except for an oral warning, shall be documented in writing, and the written record of disciplinary action shall be maintained in that individual's personnel file. Copies of the written records of disciplinary action shall be available to employee and department heads upon request.

The disciplinary response to unsatisfactory job performance or misconduct will depend upon the seriousness of the unsatisfactory performance or misconduct. Serious job performance problems or misconduct such as dishonesty, violence, breach of public trust, or theft, may result in the most severe disciplinary sanctions, including dismissal, even on the first occurrence.

B. Discipline of Employees

When, in the judgment of a department head, the work performance or conduct of an employee supervised by that department head justifies disciplinary action; the department head may take disciplinary action against that employee. Prior to imposing any discipline, a department head shall give consideration to the severity of the performance problem or misconduct and prior disciplinary sanctions, if any, against the employee in question. Repeated misconduct or continuing performance problems may be considered cumulatively and will be subject to progressively more severe disciplinary sanctions.

Notice of disciplinary action, except for an oral warning, will be given by the department head in writing to the disciplined employee, with a copy to the Town Manager to be placed in the employee's personnel file. Such notice will specify the action taken, the reason or reasons for the action taken and the extent and duration of the discipline imposed. This notice will be given to the employee at the time that discipline is imposed.

Any employee aggrieved by virtue of disciplinary action imposed by a department head may appeal within ten (10) working days to the Town Manager. The Manager may require the appeal to be submitted in writing. The Manager shall give the department head an opportunity to respond to the appeal and to justify the action taken. The Manager shall reply in writing to the appeal within ten (10) working days, and the Manager may affirm, modify, or reverse the action taken by the department head. The decision of the Town Manager shall be final except where the disciplinary action taken involves suspension without pay for more than five (5) days or termination.

In cases involving suspension without pay for more than five (5) days or termination, an aggrieved employee may appeal the decision of the Town Manager to the Personnel Appeals Board in accordance with the provision of Paragraph D of this Article.

C. Discipline of Department Heads

When, in the judgment of the Town Manager, the work performance or conduct of a department head justifies disciplinary action; the Manager may take disciplinary action against that department head. Prior to imposing any discipline, the Manager shall give consideration to the severity of the performance problem or misconduct and prior disciplinary sanctions, if any, against the department head in question. Repeated misconduct or continuing performance problems may be considered cumulative and will be subject to progressively more severe disciplinary sanctions.

Notice of disciplinary action, except for an oral warning, will be given by the Manager in writing to the disciplined department head. Such notice will specify the action taken, the reason or reasons for the action taken, and the extent and duration of the discipline imposed. This notice will be given to the department head at the time the discipline is imposed.

The decision of the Manager shall be final except where the disciplinary action taken involves suspension without pay for more than five (5) days or termination.

In cases involving suspension without pay for more than five (5) days or termination, an aggrieved department head may appeal the decision of the Manager to the Personnel Appeals Board in accordance with the provisions of Paragraph D of this Article.

D. Personnel Appeals Board

The Town Council shall appoint from among the qualified voters of the Town a Personnel Appeals Board consisting of five (5) regular members and two (2) alternate members, to serve staggered terms of three (3) years. A quorum of the Personnel Appeals Board shall consist of three (3) members, and every decision shall require the affirmative vote of at least three (3) members.

Any department head or employee who has been terminated or suspended without pay for more than five (5) days may appeal to the Personnel Appeals Board. An appeal must be filed in writing with the Town Manager within ten (10) working days of the imposition of the disciplinary action which is the subject of the appeal.

The Personnel Appeals Board shall meet with the Town employee, or department head, or his or her representative, and with a representative of the Town within ten (10) working days from the receipt of a notice of appeal. The Board may request and is entitled to receive all written materials pertaining to the disciplinary action which is the subject of the appeal. After consultation with the parties, the Board in the exercise of its discretion shall conduct such hearings as it deems to be necessary, provided that such hearings shall be held as soon as practicable after the initial meeting with the parties.

The Board shall have the power of subpoena to order the compulsory attendance of witnesses and the compulsory production of evidence and documents. The Board shall have the power to administer oaths and to receive testimony in conjunction with a pending appeal.

The Board may adopt rules and regulations deemed to be necessary for the transaction of its business.

The Board shall issue a written decision within thirty (30) days following the conclusion of all hearings held on the appeal unless the parties to an appeal mutually agree to extend the time period for the issuance of a decision. The Board may affirm, modify, or reverse the disciplinary action taken against the department head or employee initiating the appeal. The decision of the Board shall be final.

ARTICLE 37. LAYOFFS AND REINSTATEMENTS

A. Notice of Layoff and Reinstatement

A notice shall be given to each employee scheduled to be laid off seven (7) calendar days prior to the effective layoff date.

A notice of return to work shall be sent to each employee by Certified Mail at least seven (7) calendar days before the date of the re-employment. An employee must return at the appointed time, unless special arrangements have been made with the department head to return at some other date. Failure by the employee to report for work or notify the department head shall be considered as termination of employment.

ARTICLE 38. GRIEVANCE PROCEDURE

Grievances, which for the purpose of this-ordinance are defined as disputes with respect to the interpretation or application of the specific terms of this ordinance, excluding disciplinary matters as described in Article 35 hereof, and shall be processed in the following manner:

- A. An employee who believes he/she has a grievance shall first present the grievance, in an informal manner, to his/her immediate supervisor or department head within three (3) working days of its occurrence. If the grievance is not resolved to the satisfaction of the employee within three (3) working days, the employee may within three (3) working days thereafter, reduce the grievance to writing and request the department head to render a written decision on the grievance. The written grievance shall contain a concise statement of the events allegedly giving rise to the grievance, a statement as to when the grievance arose, became known, or should have become known to the employee, and a statement of the relief requested. Upon receipt of a grievance in writing, the department head shall respond in writing to the employee within seven (7) working days.
- B. If the grievance is not solved to the satisfaction of the employee, the employee may within five (5) working days of the date of the written decision of the department head, or within twelve (12) working days of the submission of the grievance in writing, request a review of the grievance by the Town Manager or his/her designee. The Town Manager or his/her designee shall arrange, at the earliest possible time, for a hearing of the grievance which shall include the aggrieved employee and his/her department head, and which may include the calling of witnesses who may have knowledge of the grievance. The Town Manager or his/her designee shall conduct the hearing and respond in writing to the employee and the department head within seven (7) working days following the adjournment of the hearing. The decision of the Town Manager shall be final with regard to the employee's grievance.
- C. All grievances shall be filed and appealed within the time limit set forth above or they shall be deemed waived; provided, however, that the time limits may be extended by mutual agreement.

ARTICLE 39. RESIGNATION

- A. **Sufficient Notice:** To resign in good standing, full-time employees shall submit resignations in writing to their supervisor at least two weeks in advance of the effective

date of their resignation. Weeks shall be standard work weeks as defined in Article 3 of this ordinance.

- B. **Quitting Without Sufficient Notice:** Any employee who quits without sufficient notice may lose some of the rights and benefits granted by this ordinance.

ARTICLE 40. UNIFORMS AND PROTECTIVE CLOTHING

If an employee is required to wear a uniform, protective clothing or any type of protective device as a condition of employment, the Town shall furnish such uniform, protective clothing or protective device to the employee. The Town shall pay for any equipment required by the Department for its employees. At the issuance of a new article of clothing or piece of equipment and at the termination of employment, the department head may require the return of all items of equipment and clothing paid for by the Town.

ARTICLE 41. TRAVEL

Employees required to travel and/or use personal conveyances on official business for the Town will be reimbursed for such expenses as food, lodging and transportation as may be incurred while on such official business. Reimbursements for use of a personal vehicle shall be reimbursed at the prevailing IRS mileage rate or by stipend as otherwise agreed to by the Town Manager. The Town shall promulgate specific guidelines for advance approval, reimbursement and eligibility. Meals and incidental expenses incurred by the employee during travel or the duration of a professional conference will be reimbursed upon submission of a detailed expense report to the Finance Office on another approved form. All requests must conform to IRS requirements for Accountable Plan reimbursements. The rate of reimbursement for meals and incidental expenses may not exceed the regional per diem rates established by the U.S. General Services Administration, which can be viewed at www.gsa.gov.

Pandemic Travel

Employees who decide to travel out of the state of Maine for any reason will be required to meet with their direct supervisor for approval of time off and any potential restrictions that may be imposed upon them prior to returning to work. These restrictions must be discussed in advance of travel and the Town reserves the right to deny additional time off or use of accrued time for to comply with restrictions, such as, but not limited to, quarantine or isolation.

ARTICLE 42. ANTI-NEPOTISM

Unless the Town Council shall, following the recommendations of the department head and Town Manager, determine that the best interests of the Town shall be served, the following relatives of any elected or appointed regular full or regular part time position are disqualified from being in a supervisory relationship with any of the following relatives: son, daughter, spouse, parent, grandchild, grandparent, brother, sister, half or

stepsister/brother, or spouse of any of the above. All relationships shall also include those arising from adoption.

ARTICLE 43. FLEXIBLE BENEFIT PROGRAM

The Town will provide a flexible benefit program to its regular full-time employees and fund the administrative fee for premium conversion and spending accounts.

ARTICLE 44. EMPLOYEE ASSISTANCE PROGRAM (EAP)

The Town offers its regular full and regular part time employees and their immediate family members, as defined, an Employee Assistance Program (EAP) which provides confidential assistance by certified counselors for help in addressing a wide range of problems including depression, anxiety, alcoholism, drug abuse, marriage and family problems, and financial problems. The plan provides for free initial sessions for an assessment of the problem and a treatment plan which may include free or low-cost, on-going counseling. For more information, contact the Human Resources Department.

ARTICLE 45. HEALTH AND SAFETY

During a pandemic or other health-related emergencies, the Town may impose testing and safety requirements to protect all employees as well as the public.

ARTICLE 46. WORKING FROM HOME OR OTHER REMOTE LOCATION

Working from home, a/k/a telework or remote work, is a privilege and not a right of employment. If the Town Manager allows for telework during a pandemic or other emergency related circumstance, detailed reporting of at home work shall be reported electronically on a daily and/or weekly basis as directed by the Town Manager or Department Head. The detailed reporting shall contain at a minimum specific tasks accomplished during telework and the hours each task took to complete.

When telework does not account for all hours of a workday, approved accrued time may make up the difference. Tasks and hours of allowed work at home shall be first approved by the Town Manager and then by the Department Head. In no case shall telework result in overtime unless first approved by the Town Manager.

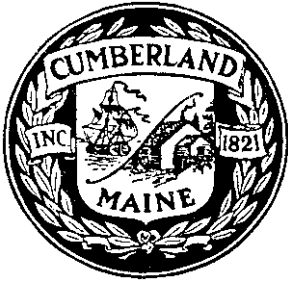
Reimbursements for work at home shall be pre-approved. Reimbursements will only be allowed in such cases where the work at home will result in additional costs. Power, internet, telephone, and other utilities shall not be eligible for reimbursement.

Effective: November 23, 1998
Revised: December 2005
January 2007
June 2008
November 2013
April 12, 2021

ITEM

21-043

To consider and act on authorizing the Town Manager to sell a small parcel of Town owned land on the corner of Greely Road and Val Halla Road



M E M O R A N D U M

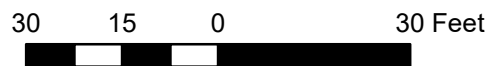
TOWN OF CUMBERLAND, MAINE
290 TUTTLE ROAD
CUMBERLAND, MAINE 04021
TEL: 207-829-2205 FAX: 829-2224

To: Town Council
From: William R. Shane, Town Manager
Date: April 7, 2021
Re: Property at Val Halla & Greely Road

Dorothy Spaulding has requested the Town's consideration in purchasing approximately 3,700 sf or .085 acres of land adjacent to her home and Val Halla Road. She has lived there since the 60's and is making this request in an attempt to square off her property line. As you may know, Val Halla Road crossed over Greely Road in the 50's with a train trestle that was removed perhaps in the 50's? Not sure of time-frame. The train trestle required a much wider right-of-way than a road and therefor the right-of-way came almost to the back of the red car shown in the photo below. Ms. Spaulding has been keeping flowers around the sign for Val Halla and has often maintained the grass around the sign at her own cost. We have historically mowed the grass by the sign, but often times her landscaper mowed the section before we had arrived. I have attached additional photos for your review.

The Finance Committee reviewed this proposal and voted 3-0 to send to the full Council for consideration. Staff is recommending a \$2,000 fee be assessed for legal and recording costs as well as a conditions that no trees may be planted in this section from the rear of the sign to the roadway, in perpetuity.





1 inch = 30 feet

SURVEYOR'S NOTES

THIS SURVEY PLAN IS COPYRIGHT PROTECTED. THIS PLAN IS THE PROPERTY OF BOUNDARY POINTS, AND SHALL NOT BE USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF AN AUTHORIZED AGENT OF BOUNDARY POINTS. ALL RIGHTS RESERVED.

THIS SURVEY PLAN IS ONLY VALID IF AUTHENTIC EMBOSSED SEAL AND SIGNATURE OF CERTIFYING PROFESSIONAL APPEAR ON THE FACE OF THIS SURVEY PLAN.

REFERENCE IS MADE TO THE CONTRACTUAL AGREEMENT BETWEEN THE PROFESSIONAL LAND SURVEYOR AND THE CLIENT.

THIS SURVEY PLAN IS SUBJECT TO POSSIBLE REVISION UPON RECEIPT OF A CERTIFIED TITLE OPINION.

ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF I CERTIFY EXCLUSIVELY TO THE CLIENT THAT THIS SURVEY PLAN, MADE TO THE NORMAL STANDARD OF CARE, SUBSTANTIALLY CONFORMS TO THE MAINE BOARD OF LICENSURE FOR LAND SURVEYOR STANDARDS.

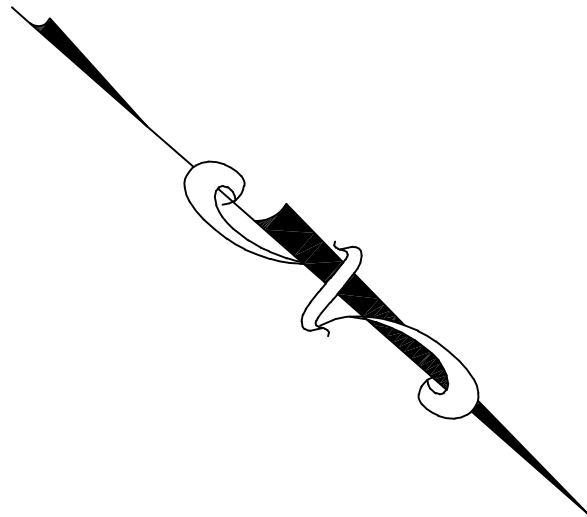
NO CERTIFICATION IS MADE TO THE EXISTENCE OR NONEXISTENCE OF HAZARDOUS SUBSTANCES, ENVIRONMENTALLY SENSITIVE AREAS, UNDERGROUND UTILITIES, UNDERGROUND STRUCTURES, ZONING REGULATIONS OR REAL ESTATE TITLE.

DIG SAFE MUST BE CONTACTED AND CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND DIMENSIONS OF ALL UTILITIES PRIOR TO EXCAVATION.

THE SOURCE OF BEARINGS FOR THIS LAND SURVEY WAS THE MAGNETIC MERIDIAN AS OF THE DATE HEREON.

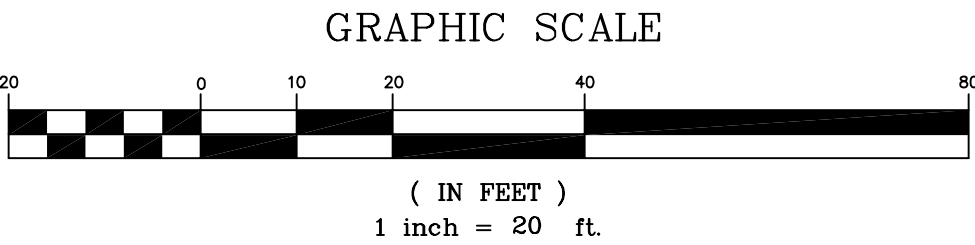
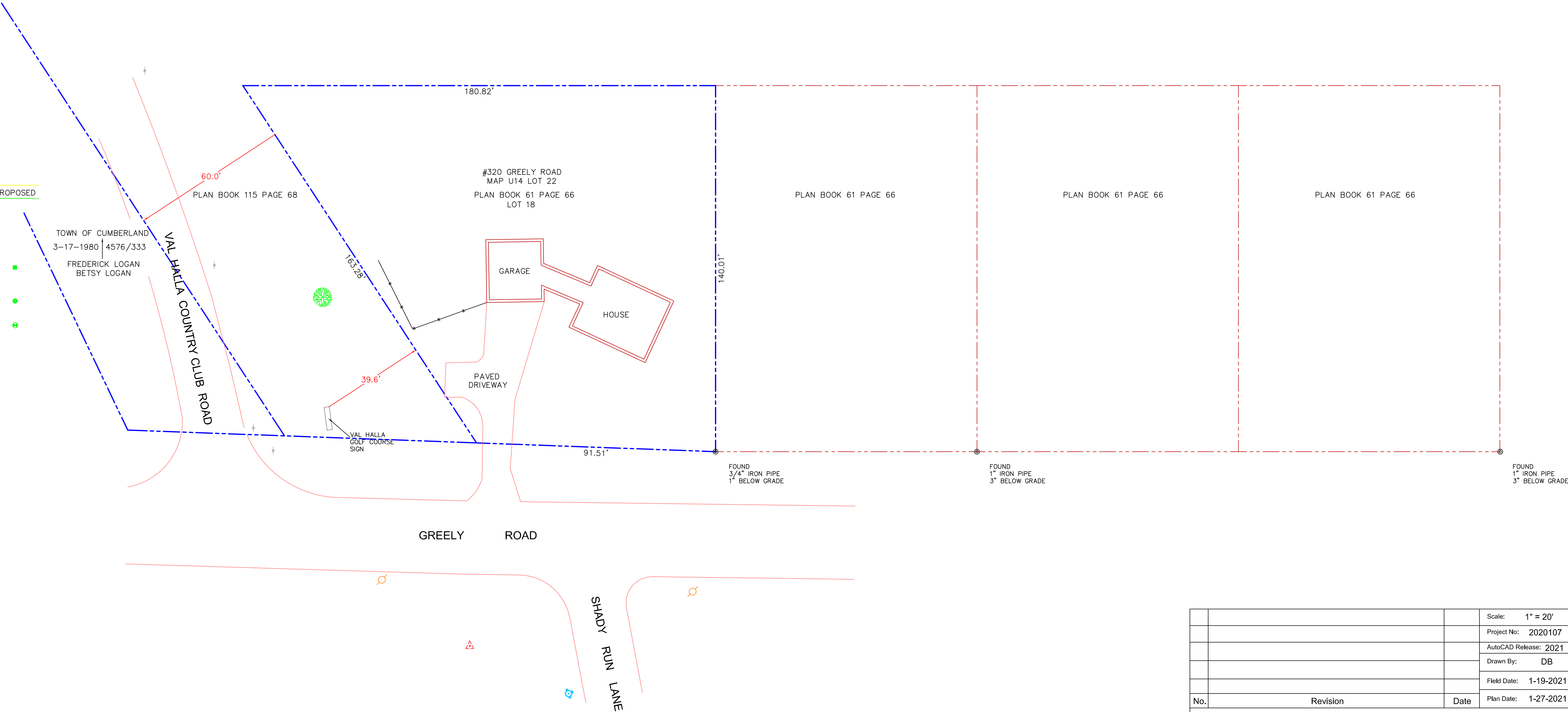
THE PROPERTY SURVEYED IS DESCRIBED IN A DEED TO DOROTHY SPAULDING DATED MAY 1981 AND IS RECORDED IN THE LOCAL REGISTRY OF DEEDS IN BOOK 4787, PAGE 72.

THE PROPERTY IS DEPICTED ON THE TOWN ASSESSOR'S MAP U14 AS LOT 22.

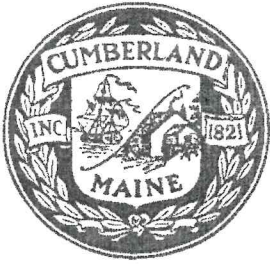


LEGEND

EXISTING	DESCRIPTION	PROPOSED
	PROPERTY LINE	
	ADJOINER LINE	
	BUILDING SETBACK	
	EASEMENT	
	CENTER LINE	
	MONUMENT	
	IRON PIPE	
	IRON ROD	
	5/8" IRON REBAR	
	IRON REBAR WITH CAP	
	DRILL HOLE	
	BUILDING	
	WET LANDS	
	EDGE WETLAND SIGN	
	STREAM	
	ROCK OUTCROP	
	EDGE PAVEMENT	
	GRAVEL ROAD	
	CURB LINE	
	EDGE WATER	
	TREE LINE	
	TP-7	
	CONTOURS	
	MONITORING WELL	
	GAS	
	GAS VALVE	
	WATER	
	SEWER	
	STORM DRAIN	
	ELECTRIC LINES	
	MAIL BOX	
	WATER VALVE	
	LIGHT POLE	
	UTILITY POLE	
	HYDRANT	
	CATCH BASIN	
	MAN HOLE	
	POTABLE WELL	
	CULVERT	
	CHAIN LINK FENCE	
	BARB WIRE FENCE	
	WOODEN FENCE	
	STONE WALL	
	CONIFEROUS TREE	
	DECIDUOUS TREE	
	TREE STUMP	
	SHRUB BUSHES	
	GUARD RAIL	
	BENCH MARK	
	SURVEY CONTROL	
	OPUS GPS CONTROL	
	OPUS RAPID STATIC CONTROL	



		Scale: 1" = 20'
		Project No: 2020107
		AutoCAD Release: 2021
		Drawn By: DB
		Field Date: 1-19-2021
		Plan Date: 1-27-2021
No.	Revision	Date
THIS PLAN IS PROVIDED EXCLUSIVELY FOR THE CLIENT STATED HEREON. ANY USE OR ALTERATION OF THIS PLAN BY OTHERS SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO BOUNDARY POINTS, LLC.		
EXISTING CONDITIONS SURVEY FOR TOWN OF CUMBERLAND OF 320 GREELY ROAD CUMBERLAND MAINE		1
 PROFESSIONAL LAND SURVEYING, LLC P.O. BOX 175 CUMBERLAND MAINE 04021-0175		 David Bouffard
© 2020. BOUNDARY POINTS		



LANDS AND CONSERVATION COMMISSION

Town of Cumberland
290 Tuttle Road
Cumberland, ME 04021

April 8, 2021

Tom Gruber, Chair
Cumberland Town Council
290 Tuttle Road
Cumberland, ME 04021

Dear Counselor Gruber:

On April 7, your Lands and Conservation Commission recommended the Town Council approve the sale of .085 acres adjacent to the lot at 320 Greely Road to Dorothy Spaulding for \$2,000.

This recommendation is contingent upon a deed restriction which prohibits blocking the view from Greely Road of any signage the Town may place on its property.

Sincerely,

Mike Schwindt
Chair

Revenues

04/08/2021
10:05:52

TOWN OF CUMBERLAND
HISTORICAL ACTUALS COMPARISON REPORT

PAGE 1
glactrpt

FOR PERIOD 10 OF 2021

ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
<hr/>					
0011 Other Tax Revenues					
<hr/>					
0011 0303 Motor Vehicle Excise Tax	-1,703,024.38	-1,779,567.94	-1,654,054.45	-1,816,791.03	-1,735,000.00
0011 0304 Boat Excise Tax	-7,601.54	-7,463.70	-5,447.10	-7,485.80	-14,000.00
0011 0325 Supplemental Taxes	.00	.00	-38,940.00	.00	.00
0011 0328 Outer Islands Property Tax	-21,887.03	-22,020.50	-47,027.48	-22,947.69	-46,000.00
0011 0329 Payment in Lieu of Taxes	-30,688.00	-31,918.00	-16,061.48	-18,903.00	-33,000.00
TOTAL Other Tax Revenues	-1,763,200.95	-1,840,970.14	-1,761,530.51	-1,866,127.52	-1,828,000.00
<hr/>					
0012 License & Permit Revenues					
<hr/>					
0012 0311 Hunting/Fishing Lic Agent Fees	-350.50	-381.25	-288.75	-285.00	-541.00
0012 0312 Marriage Lic & Vital Records	-1,719.60	-2,104.80	-1,943.60	-2,108.80	-2,436.00
0012 0313 Birth Certificates	-1,377.00	-1,216.00	-1,162.40	-1,125.00	-1,361.00
0012 0314 Death Certificates	-1,331.40	-1,499.80	-1,344.20	-1,286.20	-1,713.00
0012 0315 Clerk Licenses	-3,470.00	-3,795.00	-1,785.00	-1,775.00	-4,608.00
0012 0316 Shellfish Licenses	-455.75	-572.50	-526.10	-782.00	.00
0012 0317 Conservation Fees	-94.25	-147.50	-93.90	-188.00	.00
0012 0334 Snowmobile Reg. Agent Fees	-201.00	-223.00	-225.00	-268.00	.00
0012 0361 Motor Vehicle Reg. Agent Fees	-17,326.00	-17,510.00	-20,263.00	-25,591.00	-21,406.00
0012 0362 Boat Reg. Agent Fees	-293.00	-304.00	-209.00	-264.00	-1,098.00
0012 0366 Building Permits	-56,716.23	-65,749.10	-58,396.95	-98,445.95	-75,000.00
0012 0367 Electrical Permits	-23,143.30	-17,753.10	-17,074.70	-26,096.31	-21,634.00
0012 0368 Plumbing Permits	-15,545.00	-12,621.00	-12,062.50	-18,517.50	-18,789.00
0012 0369 Other Permits	-536.00	-844.00	-456.00	-465.00	-1,751.00
0012 0383 ATV Reg. Agent Fees	-42.00	-75.00	-72.00	-69.00	-37.00
0012 0390 Misc. Revenue	.00	-1,250.00	-1,700.00	-1,100.00	.00
0012 0398 Application Fee	-1,450.00	-3,950.00	-1,350.00	-1,350.00	-1,300.00
0012 0401 Dog Reg. Clerk Fees	-905.00	-911.00	-817.00	-653.00	-2,800.00
0012 0404 Commercial Haulers License	.00	.00	.00	-100.00	-500.00
TOTAL License & Permit Revenue	-124,956.03	-130,907.05	-119,770.10	-180,469.76	-154,974.00
<hr/>					
0013 Intergovernmental Revenues					
<hr/>					
0013 0331 State Revenue Sharing	-346,065.96	-351,776.20	-575,280.06	-748,256.30	-500,000.00
0013 0335 DOT Block Grant	-69,136.00	-68,644.00	-71,480.00	-66,876.00	-71,480.00

04/08/2021
10:05:52

TOWN OF CUMBERLAND
HISTORICAL ACTUALS COMPARISON REPORT

PAGE 2
glactrpt

FOR PERIOD 10 OF 2021

ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
0013 0341 North Yarmouth Recreation Shar	-25,032.00	-14,190.00	1,742.50	-4,546.00	-18,184.00
0013 0342 North Yarmouth Library Share	-116,568.00	-120,054.00	-84,680.42	-45,848.25	-183,393.00
0013 0347 North Yarmouth Channel 2	-737.00	.00	.00	.00	.00
0013 0348 ACO Sharing Payments	.00	.00	.00	-112.95	.00
TOTAL Intergovernmental Revenue	-557,538.96	-554,664.20	-729,697.98	-865,639.50	-773,057.00
0015 Other Revenues					
0015 0305 Interest & Penalties	-15,103.01	-21,083.86	-25,912.03	-16,736.54	-30,000.00
0015 0306 Over/Short	873.35	3,793.25	1,557.24	457.60	-100.00
0015 0364 Growth Permits	-2,300.00	-2,300.00	-2,000.00	-2,700.00	-2,000.00
0015 0365 Board of Appeals	-300.00	-100.00	-200.00	.00	.00
0015 0390 Misc. Revenue	-35,909.23	-40,586.59	-31,998.27	-32,588.66	-25,000.00
0015 0399 Staff Review Fee	-21,300.00	-10,600.00	-9,325.00	-5,100.00	-14,117.00
0015 0402 Cable TV Revenue	.00	-128,633.84	.00	.00	.00
0015 0403 Mooring Fees	-2,050.07	-2,885.92	-7,492.00	-4,262.00	-1,500.00
0015 0410 Private Ways	-200.00	-600.00	.00	-400.00	-400.00
0015 0508 Impact Fees	-43,604.40	-69,941.90	-61,103.00	-78,621.20	-60,000.00
TOTAL Other Revenues	-119,893.36	-272,938.86	-136,473.06	-139,950.80	-133,117.00
0021 Police Related Revenues					
0021 0337 State Grant revenue	.00	-1,195.00	-1,846.00	-951.30	.00
0021 0351 Police Issued Permits	-1,192.00	-2,030.00	-9,444.00	-820.00	-2,000.00
0021 0353 Police Insurance Reports	-482.00	-416.00	-420.00	-270.00	-500.00
0021 0390 Miscellaneous Police Revenue	-309.15	-802.25	-192.00	-51.00	-648.00
0021 0427 Parking Tickets	-565.00	-375.00	-600.00	-200.00	-100.00
0021 0536 Dog Licenses ACO Revenue	-2,753.00	-2,642.00	-3,027.00	-1,359.00	-1,800.00
0021 0540 MSAD #51 SRO Reimbursement	-48,000.00	-49,000.00	.00	.00	.00
0021 0546 Court Reimbursements	-1,543.04	-1,059.32	-4,596.72	-2,380.78	-2,200.00
TOTAL Police Related Revenues	-54,844.19	-57,519.57	-20,125.72	-6,032.08	-7,248.00
0022 Fire Related Revenues					
0022 0390 Misc. Revenue	-450.00	.00	-15.00	-15.00	.00

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ACCOUNTS FOR: 001 General Fund	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
0022 0504 Rescue Billing	-153,295.35	-141,347.90	-124,623.20	-89,148.57	-160,000.00
0022 0505 Non Emergency Transports	-6,865.06	.00	.00	.00	.00
0022 0507 Paramedic Intercepts	-300.00	.00	.00	-300.00	.00
0022 0617 Donations Received	.00	.00	-1,340.00	-4,295.00	.00
0022 0617 COVID Donations Received	.00	.00	.00	8.99	.00
TOTAL Fire Related Revenues	-160,910.41	-141,347.90	-125,978.20	-93,749.58	-160,000.00
0031 Public Services Revenues					
0031 0390 Misc. Revenue	-376.00	-3,183.00	-5,983.00	-3,632.00	-20,500.00
0031 0391 Field Usage Fees	-7,416.20	-5,383.20	-4,031.80	.00	-5,000.00
0031 0517 Bags/Universal Waste	-269,737.50	-258,485.00	-230,211.50	-203,965.00	-295,015.00
0031 0539 Brush Passes	-6,139.00	-6,976.00	-2,871.00	-13,507.00	-8,277.00
0031 0617 Twin Brooks Donations	-118.00	.00	-100.00	-1,885.00	-92.00
TOTAL Public Services Revenues	-283,786.70	-274,027.20	-243,197.30	-222,989.00	-328,884.00
0035 VH Other Revenues					
0035 0329 Payment in Lieu of Taxes	-3,000.00	.00	-9,000.00	.00	-6,000.00
0035 0378 Soda Sales	-1,670.50	-2,047.60	-1,594.40	-2,085.40	-2,500.00
0035 0560 Rental Income	-19,248.78	-10,276.25	-6,750.00	-6,750.00	-14,000.00
0035 0565 Cell Tower Land Lease	-18,000.00	-19,800.00	-19,800.00	-19,620.00	-21,600.00
TOTAL VH Other Revenues	-41,919.28	-32,123.85	-37,144.40	-28,455.40	-44,100.00
0037 VH Golf Revenues					
0037 0306 Over/Short	.30	241.09	506.47	-3.89	.00
0037 0357 Golf Memberships	-157,768.35	-172,891.15	-103,815.48	-177,320.30	-230,000.00
0037 0358 Greens Fees	-88,458.85	-101,847.35	-80,752.44	-125,836.61	-120,000.00
0037 0359 Golf Cart Rentals	-68,186.71	-58,544.29	-53,081.45	-73,486.19	-82,000.00
0037 0416 Practice Range	-7,191.50	-4,911.75	-1,248.25	-6,478.97	-7,000.00
0037 0417 VH Program Revenues	-62,403.52	-56,008.70	-45,943.00	-73,920.63	-64,715.00
0037 0419 Advertising Sales	-5,040.00	-13,581.50	-1,000.00	-5,000.00	-23,500.00
0037 0522 Outing Golf	-36,180.00	-42,978.43	-66,487.00	-36,038.00	-46,430.00
0037 0617 Donations Received	-845.00	.00	.00	.00	.00

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ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
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TOTAL VH Golf Revenues	-426,073.63	-450,522.08	-351,821.15	-498,084.59	-573,645.00
 0041 Recreation Related Revenues					
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0041 0440 41100 After School Programs	-270,216.50	-274,073.59	-254,980.50	-244,031.50	-270,000.00
0041 0441 41110 Youth Enrichment Programs	-126,749.90	-150,245.20	-120,648.82	-19,972.50	-175,000.00
0041 0442 41120 Youth Sports Programs	-88,639.00	-101,388.75	-69,488.00	-13,458.50	-115,000.00
0041 0443 41130 Skiing Programs	-50,715.00	-53,362.00	-57,274.00	-14,282.50	-45,020.00
0041 0444 41140 Day Camps	-116,441.43	-132,697.75	-30,108.43	-71,445.50	-175,000.00
0041 0445 41150 Swimming Programs	-24,155.00	-23,465.29	-20,141.00	-1,155.00	-22,500.00
0041 0446 41160 Adult Enrichment Revenue	-40,230.60	-36,282.43	-35,144.00	-8,230.00	-30,000.00
0041 0447 41170 Adult Fitness Revenue	-59,797.28	-59,363.83	-43,582.20	-22,138.00	-60,000.00
0041 0448 41190 Special Events/Trips Reven	-4,623.00	-4,174.00	-4,415.00	.00	.00
0041 0449 41190 Recreation Programs	-3,030.00	-2,151.00	-6,104.28	.00	.00
0041 0570 41190 Rec Soccer Revenue	-22,329.00	-19,730.00	-20,190.00	-9,123.00	-23,000.00
0041 0571 41190 Rec Ultimate Frisbee Reven	-11,040.00	-12,984.00	-12,035.00	-5,465.00	-14,000.00
0041 0606 41190 CPR/First Aid Revenues	.00	-185.00	-630.00	760.00	-250.00
TOTAL Recreation Related Reven	-817,966.71	-870,102.84	-674,741.23	-408,541.50	-929,770.00
 0045 Library Related Revenues					
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0045 0392 Library Fines	-2,750.04	-2,599.16	-3,177.22	-702.59	-3,500.00
0045 0394 Misc. Library Revenue	-1,051.00	-997.10	-995.20	-563.85	-1,000.00
TOTAL Library Related Revenues	-3,801.04	-3,596.26	-4,172.42	-1,266.44	-4,500.00
TOTAL General Fund	-4,354,891.26	-4,628,719.95	-4,204,652.07	-4,311,306.17	-4,937,295.00
TOTAL REVENUES	-4,354,891.26	-4,628,719.95	-4,204,652.07	-4,311,306.17	-4,937,295.00
GRAND TOTAL	-4,354,891.26	-4,628,719.95	-4,204,652.07	-4,311,306.17	-4,937,295.00

Expenses

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ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
130 Administration	506,910.70	508,371.39	530,432.33	423,331.01	616,244.00
140 Assessor	72,687.76	87,530.77	89,746.08	82,431.34	112,471.00
150 Town Clerk	169,420.13	192,254.91	227,322.39	174,081.97	275,187.00
160 Technology	189,251.66	172,183.75	216,353.04	243,853.86	212,517.00
165 Elections	3,764.02	8,400.30	9,072.04	5,666.78	14,241.00
170 Planning	51,201.35	51,861.82	51,635.08	43,097.76	73,137.00
190 Legal	42,498.25	49,527.30	43,209.17	39,969.65	47,500.00
210 Police	1,076,771.84	1,057,390.91	1,182,306.90	1,051,094.49	1,472,754.00
220 Fire	735,024.44	762,751.16	802,681.56	736,793.24	1,070,962.00
240 Code Enforcement	110,555.97	115,753.63	117,203.18	113,246.92	143,113.00
250 Harbor Master	5,643.13	4,682.18	14,676.21	14,652.14	25,226.00
260 Animal Control	27,733.76	25,634.78	35,610.84	41,719.03	35,412.00
310 Public Works	1,043,985.26	972,042.32	1,006,293.69	870,804.78	1,269,713.00
320 Waste Disposal	383,719.39	397,696.04	435,975.92	406,275.65	592,696.00
350 Valhalla-Club	30,565.01	30,378.19	19,866.31	20,533.15	27,231.00
360 Valhalla-Course	355,235.02	381,827.40	408,221.12	410,841.96	515,427.00
370 Valhalla-Pro Shop	179,319.22	217,528.66	162,773.75	145,021.96	238,467.00
410 Recreation	804,155.62	871,288.95	907,860.41	557,343.14	914,018.00
420 Aging in Place	.00	20,029.75	66,816.99	63,932.38	85,105.00
430 Parks	222,976.44	248,471.06	247,510.19	243,924.25	318,355.00
440 West Cumberland Rec	5,327.12	5,192.61	5,722.22	4,000.96	8,204.00
450 Library	358,251.35	398,591.68	428,699.65	373,402.04	516,000.00
470 Historical Society Building	4,637.81	6,695.40	4,317.30	204.00	8,964.00
580 General Assistance	27,346.23	31,011.28	23,885.59	23,975.31	35,000.00
590 Health Services	13,130.05	13,130.05	17,279.10	298.10	3,875.00
620 Cemetery Association	26,700.00	28,450.00	26,700.00	27,575.00	26,700.00
630 Conservation	4,716.29	6,212.20	2,327.69	9,903.45	13,000.00
650 Debt Service	962,673.17	969,023.35	1,053,399.23	300,580.47	1,157,320.00
750 Insurance	204,857.94	281,421.59	265,081.83	296,865.49	277,823.00
800 Fire Hydrants	56,941.01	66,801.14	68,323.04	55,909.20	81,686.00
810 Street Lighting	33,113.07	27,512.55	31,869.88	45,000.00	45,000.00
830 Contingent	.00	2,907.19	2,799.85	59,248.51	100,000.00
840 Municipal Building	82,303.12	81,655.85	75,377.74	79,414.02	105,160.00
850 Abatements	22,945.35	23,670.91	35,285.20	10,555.87	1.00
TOTAL General Fund	7,814,361.48	8,117,881.07	8,616,635.52	6,975,547.88	10,438,509.00
TOTAL EXPENSES	7,814,361.48	8,117,881.07	8,616,635.52	6,975,547.88	10,438,509.00
GRAND TOTAL	7,814,361.48	8,117,881.07	8,616,635.52	6,975,547.88	10,438,509.00

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ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
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350 Valhalla-Club					
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0035 0329 Payment in Lieu of Taxes	-3,000.00	.00	-9,000.00	.00	-6,000.00
0035 0378 Soda Sales	-1,670.50	-2,047.60	-1,594.40	-2,085.40	-2,500.00
0035 0560 Rental Income	-19,248.78	-10,276.25	-6,750.00	-6,750.00	-14,000.00
0035 0565 Cell Tower Land Lease	-18,000.00	-19,800.00	-19,800.00	-19,620.00	-21,600.00
0352 2000 Electricity	16,152.63	19,755.08	7,437.73	9,000.00	9,000.00
0352 2040 Internet Access	3,399.03	2,291.33	3,006.76	1,630.53	3,781.00
0352 2060 Water/Sewer	3,549.66	3,708.65	3,997.05	3,257.87	6,000.00
0353 3202 Janitorial Supplies	310.48	.00	.00	.00	1,000.00
0353 4000 Building Maintenance	6,447.17	3,114.19	4,127.29	4,717.88	5,000.00
0353 4020 Burglar & Fire Alarm	.00	600.00	600.00	1,014.50	450.00
0353 8030 Soda	706.04	908.94	697.48	912.37	2,000.00
TOTAL Valhalla-Club	-11,354.27	-1,745.66	-17,278.09	-7,922.25	-16,869.00
360 Valhalla-Course					
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0361 1000 Full Time Wages	73,864.47	76,169.17	115,554.39	103,511.70	129,591.00
0361 1000 COVID Full Time Wages COVID	.00	.00	117.80	1,881.08	.00
0361 1010 Part Time Wages	52,534.25	52,552.75	38,769.02	33,662.91	57,508.00
0361 1020 Overtime	.00	.00	505.11	1,176.59	500.00
0361 1210 Health Insurance	25,848.84	33,954.60	35,926.76	34,424.95	44,523.00
0361 1210 COVID Health Insurance	.00	.00	41.75	717.35	.00
0361 1220 FICA	9,587.63	9,694.23	11,878.79	10,447.28	14,313.00
0361 1220 COVID FICA	.00	.00	9.15	139.07	.00
0361 1230 ICMA	3,490.20	4,022.83	6,046.40	4,384.54	6,134.00
0361 1230 COVID ICMA	.00	.00	8.24	72.23	.00
0361 1240 Life Ins & Long Term Disabilit	510.98	678.78	858.40	819.71	916.00
0361 1240 COVID Life Ins & Long Term Disab	.00	.00	.53	15.84	.00
0361 1250 Long Term Care Ins	169.92	220.23	289.16	252.78	326.00
0361 1250 COVID Long Term Care Ins	.00	.00	.19	5.17	.00
0361 1260 MePERS Retirement	2,414.16	3,406.48	3,233.53	2,634.64	3,245.00
0361 1260 COVID MePERS Retirement	.00	.00	.00	55.24	.00
0362 2000 Electricity	12,411.66	12,572.21	8,947.37	12,100.00	12,100.00
0362 2010 Gasoline	4,568.34	5,189.67	4,007.10	4,366.89	6,648.00
0362 2020 Heating Fuel	355.63	1,327.37	418.78	734.44	1,016.00
0362 2040 Internet Access	816.53	1,061.45	1,399.76	1,574.73	1,260.00
0362 2060 Water/Sewer	814.28	915.00	1,007.14	983.93	1,760.00
0362 2080 Diesel	3,881.99	5,228.58	7,306.20	3,524.57	6,190.00

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ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
0363 3040 Equipment Maintenance	17,842.44	23,648.17	24,927.45	26,938.22	25,000.00
0363 3080 Landscaping	378.00	525.44	1,058.10	427.67	1,500.00
0363 3090 Licenses	.00	674.00	2,799.00	2,632.00	2,213.00
0363 3140 Membership Dues	1,561.00	1,730.00	2,098.69	915.00	1,575.00
0363 3160 Misc Expenses	116.00	.00	.00	.00	.00
0363 3300 Office Supplies	2,130.44	683.06	245.53	386.11	1,000.00
0363 3330 Travel Expenses	628.90	909.24	656.53	207.64	1,000.00
0363 3350 Uniforms & Clothing	1,987.00	1,554.87	2,529.64	1,608.39	4,250.00
0363 3350 DOUMI Uniforms & Clothing	395.90	159.95	123.24	181.03	.00
0363 3350 WESCW Uniforms & Clothing	287.44	349.98	140.00	49.94	.00
0363 3610 Long Term Equipment Lease	58,962.03	60,649.37	57,669.15	71,933.44	80,748.00
0363 3611 Cart Service Contract	143.56	215.00	.00	.00	2,400.00
0363 3630 Golf Course Supplies	12,438.59	9,716.14	9,825.86	6,817.77	13,000.00
0363 4000 Building Maintenance	4,343.37	3,627.54	2,522.54	2,941.43	4,000.00
0363 4010 Equipment Rental	800.00	800.00	940.00	1,400.00	800.00
0363 4300 Chemicals	30,107.45	32,972.44	29,635.24	32,754.37	35,241.00
0363 4310 Fertilizers	12,665.09	11,411.70	11,406.50	13,299.06	14,483.00
0363 4320 Irrigation	5,153.29	4,650.03	6,023.26	7,805.71	5,000.00
0363 4340 Seed/Soil	8,433.88	5,655.11	9,630.14	8,580.63	11,000.00
0363 4620 Lubricating Supplies	1,218.71	1,622.04	1,217.16	.00	1,200.00
0365 5000 Contracted Services	.00	7,492.58	900.00	9,069.42	18,337.00
0365 5240 Training	468.99	907.84	330.00	997.72	1,500.00
0366 6030 Misc Equipment	2,088.55	3,519.02	4,374.52	2,464.56	3,000.00
0366 6120 Safety Equipment	1,815.51	1,360.53	1,391.44	1,899.22	2,150.00
0366 6120 COVID Safety Equipment	.00	.00	1,451.56	46.99	.00
TOTAL Valhalla-Course	355,235.02	381,827.40	408,221.12	410,841.96	515,427.00
370 Valhalla-Pro Shop					
0037 0306 Over/Short	.30	241.09	506.47	-3.89	.00
0037 0357 Golf Memberships	-157,768.35	-172,891.15	-103,815.48	-177,320.30	-230,000.00
0037 0358 Greens Fees	-88,458.85	-101,847.35	-80,752.44	-125,836.61	-120,000.00
0037 0359 Golf Cart Rentals	-68,186.71	-58,544.29	-53,081.45	-73,486.19	-82,000.00
0037 0416 Practice Range	-7,191.50	-4,911.75	-1,248.25	-6,478.97	-7,000.00
0037 0417 VH Program Revenues	-62,403.52	-56,008.70	-45,943.00	-73,920.63	-64,715.00
0037 0419 Advertising Sales	-5,040.00	-13,581.50	-1,000.00	-5,000.00	-23,500.00
0037 0522 Outing Golf	-36,180.00	-42,978.43	-66,487.00	-36,038.00	-46,430.00
0037 0617 Donations Received	-845.00	.00	.00	.00	.00
0371 1000 Full Time Wages	23,396.05	26,419.20	22,934.09	20,097.11	25,688.00
0371 1010 Part Time Wages	28,802.00	37,045.50	35,999.25	34,147.13	58,391.00
0371 1020 Overtime	.00	.00	.00	27.00	.00

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ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
0371 1023 Outside Wages	20,237.90	23,096.50	24,647.25	27,415.00	36,391.00
0371 1024 Program Wages	15,475.50	22,683.25	22,408.50	21,450.63	30,914.00
0371 1210 Health Insurance	2,617.57	2,066.70	357.28	.00	1,250.00
0371 1220 FICA	6,977.33	8,614.40	8,150.23	7,891.37	11,581.00
0371 1230 ICMA	2,823.50	2,507.29	.00	.00	420.00
0371 1240 Life Ins & Long Term Disabilit	165.52	178.78	126.44	171.47	296.00
0371 1250 Long Term Care Ins	40.32	61.51	67.88	45.90	115.00
0371 1260 MePERS Retirement	.00	302.88	2,290.74	2,134.00	2,774.00
0372 2030 Telephone	2,273.10	2,016.78	1,081.43	1,083.58	1,440.00
0373 3010 Advertising	5,434.38	6,516.73	5,648.53	5,003.77	12,240.00
0373 3100 Credit Card Charges	9,955.82	13,261.02	10,235.81	15,024.00	13,697.00
0373 3140 Membership Dues	805.00	400.00	.00	.00	400.00
0373 3160 Misc Expenses	1,134.45	.00	.00	.00	.00
0373 3210 Postage	20.20	.00	.00	.00	.00
0373 3300 Office Supplies	846.68	750.88	374.27	.00	600.00
0373 3660 Practice Range	1,937.00	3,968.81	.00	.00	2,750.00
0373 4000 Building Maintenance	478.73	.00	157.86	.00	720.00
0373 4200 Sport Program Expenses	39,038.00	50,453.00	10,100.62	9,981.00	20,800.00
0373 4205 Tournament Expenses	13,549.43	17,185.43	18,193.57	550.00	18,000.00
0375 5240 Training	158.76	.00	.00	.00	.00
0375 6300 Computer Software/Hardware	3,151.98	.00	.00	.00	.00
TOTAL Valhalla-Pro Shop	-246,754.41	-232,993.42	-189,047.40	-353,062.63	-335,178.00
TOTAL General Fund	97,126.34	147,088.32	201,895.63	49,857.08	163,380.00
TOTAL REVENUES	-467,992.91	-482,645.93	-388,965.55	-526,539.99	-617,745.00
TOTAL EXPENSES	565,119.25	629,734.25	590,861.18	576,397.07	781,125.00
TOTAL 001 General Fund	97,126.34	147,088.32	201,895.63	49,857.08	163,380.00
GRAND TOTAL	97,126.34	147,088.32	201,895.63	49,857.08	163,380.00

Note: A positive number means a deficit

VH Summary

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TOWN OF CUMBERLAND
HISTORICAL ACTUALS COMPARISON REPORT

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FOR PERIOD 10 OF 2021

ACCOUNTS FOR:		PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund		ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
<hr/>						
350	Valhalla-Club	-11,354.27	-1,745.66	-17,278.09	-7,922.25	-16,869.00
360	Valhalla-Course	355,235.02	381,827.40	408,221.12	410,841.96	515,427.00
370	Valhalla-Pro Shop	-246,754.41	-232,993.42	-189,047.40	-353,062.63	-335,178.00
	TOTAL General Fund	97,126.34	147,088.32	201,895.63	49,857.08	163,380.00
	TOTAL REVENUES	-467,992.91	-482,645.93	-388,965.55	-526,539.99	-617,745.00
	TOTAL EXPENSES	565,119.25	629,734.25	590,861.18	576,397.07	781,125.00
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Note: A positive number means a deficit