

AGREEMENT

between

THE TOWN OF BRIDGTON

and

FRATERNAL ORDER OF POLICE

July 1, 2019 to June 30, 2022

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## ARTICLE 1 – INTRODUCTION

- 1.1 This Agreement is entered into between the Town of Bridgton (hereinafter referred to as the “Town”), and the Fraternal Order of Police (hereinafter referred to as the “Union”).

## ARTICLE 2 - PREAMBLE

- 2.1 Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26 M.R.S.A., 961 through 974, 1969, as amended), the Parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper employee morale, and to promote effective and efficient operations.

## ARTICLE 3 - RECOGNITION

- 3.1 The Town recognizes the Union as the sole and exclusive Bargaining Agent for the purpose of negotiating wages, hours, working conditions, and contract grievance arbitration for all its eligible employees consisting of Sergeant and Patrol Officer within the bargaining unit of the Police Department, as determined in accordance with the Maine Labor Relations Board.

## ARTICLE 4 - ACCESS TO PREMISES

- 4.1 Authorized representatives of the Union may enter Town premises during normal working hours for the purpose of carrying into effect the provisions of this Agreement, provided that neither such representative nor such visit shall disrupt in any sense the Town’s operations. Such visits by such representatives shall be arranged with reasonable notice to the Police Chief and shall not interfere with departmental operations. A list of authorized Union representatives who may enter Town premises will be furnished by the Union to the Town Manager within fourteen (14) days of the signing of this Agreement and shall be updated by the Union as necessary.

## ARTICLE 5 – BEREAVEMENT LEAVE

- 5.1 In the event of death of a spouse, child, parent or stepparent of an employee, the employee shall be granted up to five (5) days leave of absence, with pay, to make household adjustments and/or to attend funeral services. In the event of death of grandparents, grandchildren, in-laws, brother/sister or relatives living in the same household, the employee shall be granted up to three (3) days leave of absence, with pay, to make household adjustments and/or attend funeral services.

- 5.2 If requested by the employee, more time off may be granted, with or without pay, by the Police Chief, and such permission will not be unreasonably withheld.

#### ARTICLE 6 - BULLETIN BOARDS

- 6.1 The Union shall be provided a bulletin board or space on an existing bulletin board in the work area and other work locations for the posting of notices and other material and shall be responsible for the maintenance of its material.

#### ARTICLE 7 - CALL-BACK TIME

- 7.1 An employee called back to work outside of his/her regularly scheduled work hours shall receive a minimum of two (2) hours pay at one and one-half (1 1/2) times the base hourly rate of his/her hourly rate of pay for the work for which they are called back. This Section applies only when such call-back results in hours which are not annexed consecutively to one end or the other of the working days or the working shift. This Section does not apply to scheduled overtime, call-in times annexed to the beginning of the work day or the work shift, nor to holdover times annexed to the end of the work day or work shift, nor to Court Time (Article 10).
- 7.2 Such call-back time will be called out on a rotation list basis for other than emergency reasons, and if the employee is qualified for specific duties. This rotation list will be a list separate from the vacant shift callout list. The rotation list will be under the supervision of the Chief of Police or his designee.

#### ARTICLE 8 - CHECKOFF

- 8.1 The Town shall deduct regular monthly dues and Fair Share fees upon receipt of a signed authorization card from the unit members (a copy of which is to be retained by the Town) and a certified statement from the Treasurer of the Union as to the correct amount of dues. All such forms shall be supplied by the Union. The Town shall forward all such dues and fees so collected to the certified Secretary/Treasurer of the Union before the tenth (10th) day of the succeeding month for which deductions were made. The Union shall indemnify and save the Town harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and remitting the same pursuant to this Article.

#### ARTICLE 9 - COURT TIME

- 9.1 An off-duty bargaining unit member who is required to attend court outside of his/her regular work shift, shall receive pay in accordance with the provisions of this Agreement.

- 9.2 When employees are required to use their personal vehicle on Town business, they will be reimbursed at the established IRS rate. Mileage reimbursement shall be calculated from the Bridgton Police Station or the officer's home dependent upon which location the officer leaves from. In the event the State Law regarding mileage reimbursement is changed, the parties agree to reopen negotiations on this subject.
- 9.3 The Town will compensate all employees for all court and DMV appearances on the first pay period after said appearance(s) if practical but no later than the second pay period after said appearance(s) upon approval of the Police Chief.

#### ARTICLE 10- DISCIPLINE, WORK RULES AND EMPLOYEE RIGHTS

- 10.1 The Town may adopt or amend reasonable work rules. All rules or amendments thereto shall be posted on the bulletin board and shall become effective on the date of posting. It shall be the responsibility of the employees to read the bulletin board daily. Upon adoption, the employees shall receive a written copy of adopted work rules and regulations, and they shall sign an accompanying acknowledgment indicating receipt of those rules and regulations.
- 10.2 Employees are required to abide by the terms of this Agreement and to comply with such rules and regulations as the Town may adopt which are not inconsistent with this Agreement. Should there be any doubt as to the employee's obligations, he/she shall comply with the rules and then grieve if he/she feels he/she has been wronged. No unit member shall be reduced in rank or compensation, disciplined or deprived of any advantage without good and just cause. All suspensions and discharges shall be for just cause including, but not limited to, violations of any rules adopted above and the provisions of this Agreement. The reasons for all suspensions and discharges shall be stated in writing and forwarded to the affected employee and the Union President within five (5) days of the date the action was taken.
- 10.3 It is agreed that any employee may be suspended without pay if said employee's right to operate a motor vehicle in the State of Maine is suspended or revoked resulting from a willful or negligent act and the employee shall receive no seniority time during such suspension. Restoration to Town service shall depend upon maintaining or obtaining the right to operate a motor vehicle in the State of Maine.
- 10.4 Disciplinary action or measures shall include the following:
- Oral Reprimand
  - Written Reprimand
  - Suspension
  - Discharge

10.5 The measures need not be applied in sequence depending upon the seriousness of the infraction.

10.6 Complaints Against Employees

Whenever a complaint (written or oral) is lodged against an employee, the following procedures will be followed:

10.6.1 The complainant shall contact the Police Chief. An attempt will be made to solve the problem at this level. The Police Chief will meet with the employee no later than 14 working days after receipt of the complaint.

10.6.2 If the complaint cannot be resolved at the informal level, then the complainant shall reduce the complaint to writing and define the specifics of the complaint including the names of all witnesses, with his/her signature applied to the complaint.

10.6.3 A copy of the complaint will be supplied to the affected employee complained against upon receipt and to the Police Chief except that the procedure in 11.6.2 will be held in abeyance while a confidential investigation is carried out in the case of a complaint involving allegations of ongoing criminal conduct by one or more members of the bargaining unit. The Police Chief, or the Acting Police Chief, will investigate the complaint. The Police Chief may, if deemed appropriate, request assistance in an investigation from an outside law enforcement agency such as the State Police or Attorney General's Office.

10.6.4 As a result of any investigation into the conduct or actions of any employee, a copy of the investigative report will be given to the employee whether the report indicates that the complaint was suspended, and why, completed, or that the complaint was withdrawn by the citizen. The employee has the right to exercise his/her constitutional rights regarding the investigation and to involve a Union Representative at all hearings involving the complaint. The employee will be informed by the Police Chief whether the complaint is of a criminal nature or an inter-departmental investigation. Complaints from juveniles will be made in the presence of parents or legal guardians.

10.6.5 Should the employee be suspended from duty during the investigation phase, the suspension may be with or without pay and benefits, depending on the circumstances. Back pay may be awarded by an Arbitrator.

- 10.6.6 As a matter of policy, the Town reserves the right to investigate all complaints. Non-criminal complaints that are made after six (6) months (180 days) from the date of the event may be investigated and used to counsel employees, but may not be used for disciplinary action against the employee except when the behavior complained of is found to be part of a pattern of unacceptable behavior. The results of an investigation shall be retained in the Department's IA files.

#### ARTICLE 11 - EDUCATION AND TRAINING

- 11.1 Each member of the Police Department shall receive firearms qualification twice per year and will be issued sufficient ammunition in order to qualify at the Firearm Qualification Session.
- 11.2 In the event that a training program interferes with an employee's regular scheduled day(s) off, the employee shall be compensated at his/her appropriate rate of pay. The employee may elect to receive compensatory time off at the appropriate rate in lieu of salary.
- 11.3 The Chief of Police shall be required to send Police Department employees to any training or course that is required by applicable laws or the Maine Criminal Justice Academy to maintain the required certification.
- 11.4 Each year, prior to November 1, the Police Chief or his designee shall meet with all department members for the purpose of discussing training requests and objectives for the upcoming year.
- 11.5 An educational incentive stipend of \$500.00 per year for members of the Police Department with a bachelor's degree.
- 11.6 An education incentive stipend of \$250.00 per year for members of the Police Department with an associate's degree.

#### ARTICLE 12 - EMBODIMENT OF AGREEMENT

- 12.1 This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject that was the subject of collective bargaining. Any prior commitment or agreement between the Town and the Union or any individual employee covered by this Agreement is hereby suspended.



### ARTICLE 13 - EMPLOYEE FILES

- 13.1 Insofar as permitted by law, all personnel records, including home addresses, telephone numbers, and pictures of members of the units shall be confidential and shall not be released to any person other than officials of the Department and other authorized Town officials, except upon a legally authorized subpoena or written consent of the employee involved.
- 13.2 There shall be only one (1) official personnel record kept on each employee and the file shall be kept in the Police Department. A copy of same may also be maintained in the Town Office. Upon request, a unit member shall have the right to inspect his/her official personnel record. Inspection shall be during regular business hours and shall be conducted under supervision of the department. A member shall have the right to make duplicate copies for his/her own use. No records shall be withheld from a member's inspection. A member shall have the right to have added to his/her personnel file a written, signed, and dated refutation of any material which he/she considers detrimental.
- 13.3 No written reprimand which has not previously been the subject of a hearing shall be placed in a member's personnel file unless the member is first given the opportunity to see a copy of the reprimand. Within five (5) calendar days thereafter, the member may file a signed and dated written reply. If the Police Chief, thereafter, places the written reprimand in the member's personnel file, he/she shall also include the member's written reply.

### ARTICLE 14 - UNION BUSINESS LEAVE

- 14.1 The Union President, or his/her Designee, will be granted up to three (3) days, without pay, per year for Union Business. It is understood that only one (1) person may use this leave at any one time.

### ARTICLE 15 - GRIEVANCE PROCEDURE

- 15.1 A grievance is hereby jointly defined as any dispute between the parties as to the meaning or application of the specific terms of this Agreement. Disputes arising between the parties shall be settled as follows:
- 15.1.1 The grievant must present the grievance to the Police Chief within five (5) working days of knowledge of the grievance.
- 15.1.2 Within five (5) working days after the grievance is presented by the grievant, the Police Chief will meet with the grievant to discuss the grievance. The Police Chief will respond, in writing, to the grievant within five (5) working days after the meeting date. Any unit member required to appear by the Police Chief

shall receive his/her regular rate of pay during said appearance. If witnesses are called to appear by the Union, said appearance(s) will be without compensation.

- 15.1.3 Within five (5) working days after the written response of the Police Chief is due, if the grievance is not resolved between the parties, the grievant may submit the grievance, in writing, to the Town Manager.
- 15.1.4 Within five (5) working days after the receipt of the written grievance, the Town Manager will hold a meeting on the grievance with all concerned. Within five (5) working days after the meeting, the Town Manager will respond, in writing, to the grievant as to his/her decision on the grievance. Any unit member required to appear by the Town Manager shall receive his/her regular rate of pay during said appearance. If witnesses are called to appear by the Union, said appearances will be without compensation.
- 15.1.5 In the event that the decision of the Town Manager as rendered pursuant to Subsection 15.1.4 above is not acceptable, the Union may, within five (5) working days of the receipt of the Town Manager's decision, file a written notice for grievance arbitration of the issue. If the Town and the Union cannot agree upon the selection of a Grievance Arbitrator(s), within five (5) working days from receipt of the Union's arbitration notice, the Union may request arbitration of the grievance under the procedures of the Maine Board of Arbitration and Conciliation or the American Arbitration Association. The decision of the Arbitrator shall be final and binding on the Parties:
  - 15.1.5.1. The Union may call any unit member to appear at an arbitration hearing whose testimony and physical presence is essential to a fair and impartial hearing as determined by the Union.
- 15.1.6 The Arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the specific provisions of this Agreement.
- 15.1.7 The Arbitrator decision shall be final and binding on the parties and the Arbitrator shall be requested to issue the decision within thirty (30) days after the conclusion of testimony and final argument.

- 15.1.8 Expenses for the Arbitrator services and the proceedings shall be borne equally by the Town and the Union. However, each party shall be responsible for compensating its own outside representatives and outside witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made providing it pays for the record and makes copies available without charge to the other party and to the Arbitrator.
- 15.1.9 The time limits for the processing of grievances may be extended by written mutual consent of the Town and the Union.
- 15.1.10 For the purposes of this Article, "workday" shall mean the days Monday through Friday, excluding holidays.
- 15.1.11 Nothing in this Article is intended to abridge any right which an individual may have under 26 M.R.S.A., Section 967.

#### ARTICLE 16 - HEALTH AND SAFETY

- 16.1 The Union recognizes the right of the Town to establish reasonable rules and regulations for the safe, sanitary, and efficient conduct of the Town's business and reasonable penalties for the violation of such rules and regulations.
- 16.2 The Town is responsible for meeting safety standards which are considered to be minimum standards required by the Occupational Safety and Health Act of 1970 as well as other Federal and State laws. Non-compliance with the Act may result in fine and penalty to the Town.
- 16.3 Proper safety devices shall be provided by the Town for all employees engaged in work where such devices are necessary. Such devices, where provided, must be used as intended.
- 16.4 If a member of these units deems his/her vehicle or equipment to be unsafe, he/she shall notify his/her supervisor who, in turn, shall arrange for or conduct an appropriate inspection and shall determine whether the vehicle or equipment is safe for use.
- 16.5 Any employee involved in any accident during working hours shall immediately report to his/her immediate supervisor said accident, when possible, and any injury sustained. Said report will be made on a proper form provided by the Town.
- 16.6 The Town shall arrange and pay for Hepatitis B vaccinations and follow-up test for all employees who request these vaccinations. It is understood that any employee with less than five (5) years of service to the Town shall reimburse the Town, on a pro rata basis, for the cost of said vaccinations and follow-up

test upon separation (i.e., after three years of service to the Town upon separation, the employee would reimburse the Town 2/5 of the cost of said vaccinations and follow-up test). The Town will also provide all employees with gloves and masks capable of preventing the transmission of AIDS. The Town shall arrange and pay for an initial HIV test for all unit employees who request such tests within three (3) months of the signing of this Agreement, as well as any new unit employees who request such test and who have completed their probationary period during the term of this Agreement. The Town shall arrange and pay for any subsequent HIV test upon the request of any unit member who has reasonable cause to believe he/she may have been exposed to the HIV virus while performing his/her duties. The determination as to whether the employee has reasonable cause to be in need of an HIV test shall be made by the Police Chief and shall not be unreasonably denied. Notwithstanding the above, the Town agrees to comply with any additional requirements as set forth in 29 CFR Part 1910.1030: Occupational Exposure to Blood-borne Pathogens.

16.7 The Town agrees to arrange and pay for rabies shots and follow-up tests for Police Officers.

16.8 The Town agrees to reimburse any unit employee for the cost of their individual membership to a physical fitness facility. Cost of reimbursement shall be up to five hundred dollars (\$500) per year, upon physical fitness facility membership receipt to the town by a member.

#### ARTICLE 17 - HOLIDAYS

17.1 The following holidays shall be recognized as paid holidays and observed as compensatory days as defined in section 17.2:

New Year's Day	Labor Day
Washington's Birthday	Indigenous Peoples Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

17.2 Holiday Pay

Police Officers shall receive a "Compensatory Day (10 hours)" off for each of the holidays in the above-listed schedules, which may be taken off at a date approved by the Police Chief. Each Police Officer must provide the Police Chief a minimum notice of seven (7) calendar days, in advance of requesting a "Compensatory Day" off and the Police Chief shall grant the day off if there is sufficient shift coverage. If an employee requests a compensatory day off with less than the seven-day notice, the Chief or his designee may, at their sole discretion, approve the day off. The Police Chief, or his/her designee, shall

give the employee a reply within three (3) workdays of the date of the employee's request. Holiday compensatory time shall not exceed 350 hours and shall be paid at the rate of which it was earned. Any accrued holiday compensatory time as of July 1, 2016 shall be paid out at the rate as of July 1, 2016.

- 17.3 Unit employees who actually work on New Year's Day, Independence Day shall be paid at the rate of one and one-half (1 1/2) times his/her base hourly rate of pay for all hours actually worked on New Year's Day, Independence Day.
- 17.4 Unit employees who actually work Thanksgiving Day or Christmas Day shall be paid at the rate of two (2) times the employee's base hourly rate of pay for all hours worked on Thanksgiving Day or Christmas Day and from 3:00 PM on Christmas Eve.

#### ARTICLE 18 - INSURANCES

- 18.1 Workers' Compensation Insurance in accordance with Maine State Statutes will be provided to employees covered by this Agreement.
- 18.2 Effective January 1, 2012, the Town will provide bargaining unit employees the Maine Municipal Employees Health Trust (MMEHT) Comprehensive Point of Service Plan POS-200. The Town shall pay 100% of the premium for coverage for the employee.

If the employee elects to cover their spouse or dependents on the plan, the employee will be required to make the following contributions, through payroll deduction, toward the cost of dependent coverage. These deductions shall be made 48 payrolls per year.

Effective January 1, 2004, employees hired prior to July 26, 1994 will pay five dollars (\$5.00) per week if they elect coverage for themselves and dependent child or dependent children. If the employee elects the family level of coverage, the contribution shall be ten dollars (\$10.00) per week. Effective January 1, 2005, those contributions shall rise to eight dollars (\$8.00) and fifteen dollars (\$15.00) per week. These deductions shall be made 48 payrolls per year.

All employees hired after July 26, 1994 will pay 50% of the cost of any coverage beyond that of single subscriber. This will apply to first-time hires and employees who leave employment and return at a later date. It will not apply to employees on approved leaves of absence detailed elsewhere in this contract or to employees who enjoy protections offered by State law with regard to return rights, including employees whose termination is overturned by a court or arbitration decision.

Employees will be given the option of participating in the MMEHT Comprehensive Plan. If an employee elects this plan, the Town will only pay the amount it would pay for the POS-200 Plan. The employee will pay all the additional premium costs, in addition to any required weekly contribution as outlined above.

The Town will establish an HRA account for each member of the bargaining unit. On January 1, 2012 and January 1, 2013, the Town will deposit in the accounts the following:

- a. Single Health coverage - \$300 per plan year.
- b. Two person or family coverage - \$500 per plan year.

18.3 Upon notice, the Union will agree to open negotiations of additional and/or alternative health insurance plans during the term of this Agreement. Only if a mutually agreeable addition or alternative plan is found during the course of good faith negotiations will the Union agree to amend this health insurance plan.

18.4 Town participation in the cost of Group Dental Insurance under Northeast Delta Dental or comparable plan will be one hundred (100%) percent of the bargaining unit member's premium. Spouse and/or dependent coverage under this plan will be at the employee's expense.

18.5 When an employee retires after completion of at least 20 years of service, the Town shall carry him/her on the group health insurance plan at the COBRA rate until the employee is eligible for Medicare under Social Security. All premiums must be paid by the retiree.

18.6 Any employee who has comparable group health insurance coverage from another source may elect to drop their participation in the Town's health insurance plan. Proof of comparable coverage must be provided to the Town.

Employees electing to drop coverage will be paid fifty percent (50%) of the single level of POS-200 premium on a monthly basis. This payment will be made through the Town's payroll system.

Employees who have dropped coverage may reenter the Town's coverage under the terms and conditions of the MMEHT plan.

Employees who are hired after July 26, 1994 may only get the buyout by dropping health insurance coverage in its entirety.

#### ARTICLE 19 - ITEMIZED PAYROLL DEDUCTIONS

19.1 Payroll checks will be accompanied by an itemized voucher listing deductions.

- 19.2 Members of the Union will be allowed to have monies deducted from their salaries for the Valic Retirement Plan.

#### ARTICLE 20 - JURY DUTY

- 20.1 An employee summoned to jury duty will be excused from his/her work for the required period necessary to perform this duty. If the jury is excused prematurely from duty during the time of service, the employee is expected to report to work as usual.
- 20.2 While on jury duty, an employee shall receive his/her full regular pay. Employees shall turn over to the Town any jury pay received.

#### ARTICLE 21 - MANAGEMENT RIGHTS

- 21.1 The Town retains all rights and authority to manage and direct the departments, their operation, and its employees, except as otherwise specifically provided in this Agreement.
- 21.2 The Union acknowledges the right of the Town to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement. The Town agrees to forward copies of said rules and amendments thereto to the Union and the designated Stewards.

#### ARTICLE 22 - MILITARY AND RESERVE LEAVE

- 22.1 Employees who are members of the organized military reserves or National Guard, and who are required to perform field duty, will be granted reserve service leave in addition to vacation time, but not to exceed seventeen (17) days in any calendar year.

#### ARTICLE 23 - NO STRIKES/NO LOCKOUTS

- 23.1 The employees covered by this Agreement agree that during the term of this Agreement, they shall not engage in:
- 23.1.1 a work stoppage;
  - 23.1.2 a slowdown, or
  - 23.1.3 a strike; or
  - 23.1.4 the blacklisting of any public employer for the purpose of preventing it from filling employee vacancies.
- 23.2 In the event that Union members participate in such activities in violation of this provision, the Union shall notify those unit members so engaged to cease

and desist from such activities and shall instruct the unit members to return to their normal duties.

- 23.3 The Town agrees that there will be no lockouts during the term of this Agreement.

#### ARTICLE 24 - NON-DISCRIMINATION

- 24.1 The Town and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age, or disability, except where based upon a bona fide occupational qualification, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, age, or condition of handicap, except where based upon a bona fide occupational qualification.
- 24.2 The use of male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of sex.
- 24.3 The Town and unit members agree not to participate in any form of sexual harassment. This policy refers not only to supervisor-subordinate actions, but also to actions between co-workers. There will be no intimidation, discrimination, or retaliation against any employee who makes a report of harassment.

#### ARTICLE 25 - ON-THE-JOB INJURIES

- 25.1 During any absence from work due to a work-connected illness or injury, the employee shall be paid his/her regular weekly paycheck by the Town. When the Workers' Compensation carrier mails the check directly to the Town, or to the employee, the employee shall endorse the check to reimburse the Town.
- 25.2 The Town reserves the right to review, at any time, all "on-the-job" claims to determine, involving medical assistance if necessary, the continuing validity of the claims and the need to continue said payments.
- 25.3 In the event of a claim being ultimately denied, the employee agrees to reimburse the Town for any money paid to the employee in excess of the employee's available sick, vacation time, or compensatory time. This amount may be paid back either by a check or by exchanging future sick, vacation or compensatory time, or some combination of the two.



## ARTICLE 26 - OPEN SHIFTS

- 26.1 The Police Chief has the sole discretion to determine whether to fill an open shift. In the event the Chief determines that the open patrol shift shall be filled, full-time bargaining unit members in the Police Unit will have first refusal on a rotational basis for any and all shifts left open by compensatory time off (CTO), vacations, sick leave or through scheduling.
- 26.2 Unit members who volunteer to fill half or part of an open shift shall be rotated to the bottom of the seniority list. The seniority list shall be under the supervision of the Police Chief.
- 26.3 The order of filling open shifts for Police Officers (whole or partial) shall be as follows:
1. Full time bargaining unit members who are qualified for the duty (by rotation list).
  2. Part-time personnel who are qualified for the duty.
- 26.4 If a partial shift cannot be filled by either full time bargaining unit members or part-time personnel then that partial shift can be offered out a second time to a full time bargaining unit member who is qualified for the duty, prior to management exercising its right to order a full time bargaining unit member to work the partial shift. At the discretion of the Chief or his designee, this procedure shall apply even though it may overlap that employee's regular schedule shift.
- 26.5 If a full-time bargaining unit member who is qualified for the duty elects to work an open shift and subsequently decides not to work that shift, a minimum four (4) hours notice is to be given prior to the start of that shift. This section shall not apply to that employee using sick leave.

## ARTICLE 27 - PHYSICAL EXAMINATIONS

- 27.1 With just cause, the Town Manager may require an employee covered by this Agreement to undergo a physical examination in order to prove fitness to continue on the job. The physical examination shall be conducted by a physician designated by the Town Manager and the expense thereof shall be borne by the Town, and the designated physician shall report the results of said physical examination directly to the Town Manager and the employee involved. An employee may secure judgment as to his/her fitness to continue to work from his/her own physician at his/her own expense.

## ARTICLE 28 - POLITICAL ACTIVITY

- 28.1 While working full-time for the Town, unit members shall refrain from seeking election to any office in the Town government. Unit members shall not circulate petitions or campaign literature for elective town officials, or in any way be concerned with soliciting or receiving subscriptions, contributions, or political advertisements from or for any person for any political election pertaining to the government of the Town at any time. This rule is not to be construed to prevent the unit members from becoming or continuing to be, members of any political organization; from attending political organizational meetings; from directly or indirectly participating in any elections and supporting or seeking any non-Town office by such unit members or other nominee or official thereof, during non-working hours; from expressing their views on political matters; or from voting with complete freedom in any election.

## ARTICLE 29 - PROBATIONARY PERIOD

- 29.1 New Police Officers shall serve a one-year probationary period from the time he/she graduates from the Maine Criminal Justice Academy, or the date the Board waives the basic training requirement. Prior to the expiration of the probationary period, the Town's right to discharge shall be incontestable and shall not be a proper subject for a grievance.
- 29.2 Newly hired certified officers shall serve a mandatory 6-month probationary period.

## ARTICLE 30 - REST BREAKS

- 30.1 During each one-half (1/2) shift, employees will be granted, at the Supervisor's discretion, a rest break of fifteen (15) minutes maximum duration, except in situations affecting the health, safety, and welfare of Bridgton's citizens.

## ARTICLE 31 - RETIREMENT

- 31.1 The Town shall provide the option of allowing employees to participate in the Maine Public Employees Retirement System (MPERS), effective January 1, 2020. The Town employees who elect participation in the MPERS, shall participate in Plan 3C of the MPERS options. Employees hired after July 1, 2019 shall only participate in MPERS.
- 31.2 The Town shall continue contributing to the employee's retirement program at a rate of 9% for employees hired before July 1, 2019 not participating in MPERS. New hires after July 1, 2019 who are ineligible for MPERS may, at the Chief's discretion, join VALIC. The Town's contribution shall be 6%.

- 31.3 The Town agrees to direct the above payment to the money purchase plan and to allow employees participation in the VALIC deferred compensation program subject to the conditions in Art. 31.1. The Town will not incur any expenses to the company providing this deferred compensation program. If there are any costs charged by the company providing these programs, then these costs shall be paid by the employee.

#### ARTICLE 32 - SENIORITY

- 32.1 The Town will prepare a seniority list for the Police Department with the employee with the greatest seniority (years of service from last date of hire) listed first.
- 32.2 Said list, and amendments thereto, as the same are promulgated, shall be posted in a conspicuous place at the Police Station for a period not less than thirty (30) days, and a conformed copy thereof shall be sent to the Union President. In addition thereto, said list, as amended, shall be brought up to date on January 2, of each year. Any objection to the seniority list, as posted, must be reported to the Department Head within two (2) weeks from the date posted or it shall stand as accepted, whereupon it shall take full force and effect.
- 32.3 Seniority, for the purposes of this Agreement, shall be interpreted to mean length of continuous service within the unit only from date of last hire. Seniority shall be a factor in promotions, if employees are otherwise substantially equally qualified by virtue of work performance, knowledge, skills, abilities, and experience, and shall be the governing factor in matters affecting lay-off, recall from lay-off, and vacation preference.
- 32.4 In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in inverse order of their seniority as follows:
- 32.4.1 Part-time employees shall be laid off, firstly; probationary employees shall be laid off, secondly; and full-time employees will be laid off, lastly. Seniority shall not be broken by the use of vacation time, sick leave, injury time, authorized leave of absence, or educational leave time. Lay-offs shall be by classification, with unit wide bumping rights.
- 32.4.2 All employees affected by lay-off shall receive a two (2) calendar week notice of lay-off, and the Town will meet with the affected employees prior to the actual occurrence of lay-off. Employees shall be recalled from lay-off according to their seniority. A laid-off employee shall retain his/her seniority for one (1) year from day of lay-off. No new employees will be hired until all employees on lay-off status have been afforded one (1) recall notice. All benefits to which an employee was entitled at the

time of lay-off will be restored in full upon re-employment within the one (1) year recall period. While on lay-off status, an employee shall have the right to continue group health, hospital, and major medical insurance coverage by reimbursing the Town, in advance, for premium costs. During any lay-off, an employee who has seniority may accept a lay-off voluntarily and defer to an employee of lesser seniority.

#### ARTICLE 33 - SEPARABILITY OR SAVINGS

- 33.1 If any Article or Section of this Agreement shall be found contrary to any law, such invalidity shall not affect the validity of the remaining provisions. The Town and the Union agree to meet and negotiate a replacement clause within thirty (30) days of the declaration of invalidity of such clause.

#### ARTICLE 34 - SEPARATION OF EMPLOYMENT

- 34.1 Upon separation, the Town shall pay to the employee all wages owed, including any vacation, sick, or compensatory time. Such wages and accrued vacation, sick, compensatory time, and other pay will be paid at the next regular pay day provided that all issued equipment or clothing have been returned or properly accounted for.
- 34.2 In all cases of voluntary separation, the employee shall provide the Town with written notice of the intent to terminate employment ten (10) working days prior to such termination. Failure to provide such notice shall be grounds for withholding any earned sick pay subject to the conditions contained in 37.6.

#### ARTICLE 35 - SICK LEAVE - NON-SERVICE CONNECTED ILLNESS OR INJURY

- 35.1 Each unit employee shall accrue sick leave at the rate of one (1) day (10 hours for unit employees) for each full calendar month of service, accumulative to a maximum of one-hundred and twenty (120) days. Days are defined as ten (10) hours for police personnel.
- 35.2 Sick leave may be used only when personal illness or physical incapacity renders the employee unable to perform the duties of his/her position, unless the employee is capable of other work in the Department and is assigned to such other work. Up to forty (40) hours of said sick leave may be used per year to provide care for members of the employee's household.
- 35.3 Whenever possible, an employee who contemplates using sick leave shall notify the Police Chief at least four (4) hours before the beginning of his/her scheduled shift as to his/her unexpected absence due to sick leave reasons.
- 35.4 Whenever the Police Chief suspects sick leave abuse, the Police Chief may request a doctor's certificate to substantiate the illness or injury of any

employee using sick leave. The cost of the physician's services shall be paid by the Town.

35.5 If an employee dies while in the service of the Town, his/her unused, accumulated sick leave, in wage equivalent, shall be paid to the employee's designated beneficiary.

35.6 A Police Officer, hired **before** July 1, 2019, and who separates from Town service after completing ten (10) years of continuous service with the Town, shall be entitled to be paid, in wage equivalent, thirty (30%) percent of his/her unused, accumulated sick leave up to a maximum of thirty-six (36) days.

A Police Officer, hired **after** July 1, 2019, and who separates from Town service after completing ten (10) years of continuous service with the Town, shall be entitled to be paid, in wage equivalent, thirty (30%) percent of his/her unused, accumulated sick leave up to a maximum of thirty (30) days.

A Police Officer, hired **before** July 1, 2019, and who separates from Town service after completing twenty (20) years of continuous service with the Town shall be entitled to be paid, in wage equivalent, fifty (50%) percent of his/her unused accumulated sick leave up to a maximum of sixty (60) days.

A Police Officer, hired **after** July 1, 2019, and who separates from Town service after completing twenty (20) years of continuous service with the Town shall be entitled to be paid, in wage equivalent, fifty (50%) percent of his/her unused accumulated sick leave up to a maximum of fifty (50) days.

#### ARTICLE 36- SPECIAL DETAILS

36.1 The following provisions shall govern the assignment of extra Special Details to Police Officers where the detail is to be paid for by an outside individual, group, corporation, or organization.

36.1.1 A "Paid Special Detail" is to be defined as any consumer-paid detail requiring a Police Officer to be present at a dance, athletic event, or other social function, guard an individual or home, direct traffic flow into/out of or on private property, and direct traffic flows that have been disrupted or obstructed by street excavations.

36.1.2 Assignments shall be made by the Police Chief or designee on a rotational basis. The rotational list shall consist of the following:

1. Full-time Officer
2. Special Officers

36.1.2.1 The rotational list shall be posted showing the most senior officer first and progressing down to the least senior special officer. If the most senior officer, off-duty and available, accepts the first assignment, the next name on the list shall become the first name for the next assignment, and so on as assignments arise. If an officer refuses an assignment, then it shall appear as though he/she accepted the assignment and his/her name shall go to the bottom of the list for consideration of the next assignment. The assignment of officers shall continue on a rotating basis.

36.1.3 The rate of pay for a "Paid Special Detail" shall be the hourly overtime rate of the highest paid patrol sergeant. The minimum compensation shall be for three (3) hours at the above rate.

36.1.3.1 The Special Details Rotation List will be posted for the officer-in-charge.

## ARTICLE 37 - SPECIAL LEAVES

### Medical Leaves of Absence

- 37.1 The Town will provide medical leave benefits in accordance with State and Federal Family Medical Leave Acts.
- 37.2 When an employee has exhausted all accumulated sick time, compensatory time, and vacation time and remains unable to work, the employee will be required to take any remaining Family Medical Leave entitlement. The employee will be eligible for FMLA for an absence that qualifies under the act. The FMLA will be started one week after this absence has been granted. Time spent out of work on this particular FMLA will not count as service for the purposes of calculating the employee's seniority. The Town may at its discretion require a note from a Doctor.
- 37.3 After an employee has exhausted his/her sick leave and Family Medical Leave Act (FMLA) leave, the Town may grant a six (6) month leave of absence, without pay and benefits, in the case of prolonged illness or disability of an employee. However, employees may at their own expense continue to participate in the employer's group health insurance program.
- 37.4 Upon the request of an employee, the Town may grant up to three (3) months leave of absence, without pay and benefits, for parenting leave and upon a

further request of the employee, the Town may grant an extension of leave, without pay, up to six (6) months. However, employees may at their own expense continue to participate in the employer's group health insurance program.

#### Non-Medical Leaves of Absence

- 37.5 Upon the request of the employee, the Town may grant up to three (3) months general leave of absence without pay, for general leave of absence for the personal business of an employee. Such leave of absence shall not be used by an employee for financial gain of the employee.
- 37.6 No employee shall receive salary or Town-paid fringe benefits such as health insurance, or accumulate vacation, holiday pay, etc., while on a non-medical leave of absence. However, employees may, at their own expense, continue to participate in the employer's group health insurance program.

#### ARTICLE 38 - STEWARDS

- 38.1 An employee who is an authorized Steward of the Union (or Alternate) may be allowed time off, with pay, during his/her regular work or shift hours, by permission of the Police Chief, which will not be withheld without just cause, to investigate grievances, to attend grievance hearings, and to transmit official messages, but in no case shall such time exceed a total of two (2) hours per week except with the verbal permission of the Police Chief. The Alternate Steward shall serve only in the Steward's absence from work for his/her shift.

#### ARTICLE 39 - UNIFORMS AND EQUIPMENT

- 39.1 Members of the Police unit (excluding the Public Safety Dispatcher position) will be provided with all required leather gear, weapon and uniforms, consisting of shirts, pants, hats, jackets, raingear, badges, name tags, ID card and ties. These items shall be consistent with and appropriate for the seasons (summer/winter). The Town will provide a service weapon.
- 39.2 Each Police Officer will draw against an annual fund of eight hundred dollars (\$800.00) which will be used for the purchase and replacement of approved uniforms and equipment. This eight-hundred-dollar annual amount will not carry over from year to year, nor will unexpended funds be paid to Officers. Uniforms and equipment damaged during the course of duty will be replaced by the Town.

Funds do not carry over from year to year. Newly hired Officers will receive the eight hundred-dollar (\$800.00) reimbursement at the beginning of the first fiscal year after their date of hire.

#### ARTICLE 40 - VACATIONS

- 40.1 Vacations for employees shall be in accordance with the following schedule:
- 40.1.1 A person successfully completing the probationary period may take up to two (2) days of vacation prior to their first anniversary date of employment which shall be part of the two (2) weeks of vacation accrued after 1 year of continuous service.
  - 40.1.2 Two (2) weeks of vacation per year for one (1) to four (4) years of continuous service.
  - 40.1.3 Three (3) weeks of vacation per year for five (5) to nine (9) years of continuous service.
  - 40.1.4 Four (4) work weeks of vacation after the completion of ten (10) years of continuous service.
  - 40.1.5 Five (5) work weeks of vacation after the completion of twenty (20) years of continuous service. A person shall accrue one (1) additional day of vacation leave for each additional three (3) years of completed continuous service. This additional accrual shall raise the total of vacation days to twenty-three (23) after twenty nine 29 years of continuous service.
  - 40.1.6 A workweek shall be defined as forty (40) hours for police personnel.
  - 40.1.7 Employees beginning their fifth (5) year of continuous service shall receive three (3) personal days per year. Personal days must be used in the year received and shall not be carried forward into the next year. The use of Personal Days requires 24 notice to and approval by the Police Chief.
  - 40.1.8 The initial placement on the vacation schedule shall be determined by the Police Chief and shall be based on the employee's years of experience and time in position up to and including ten (10) years of credit based on the certification of the Maine Criminal Justice Academy.
- 40.2 Entitlement to vacations under this Article shall be determined as of the employee's anniversary date each year. Vacations shall be scheduled by the Police Chief upon request of the employee one month in advance of the



requested vacation period. The Police Chief, at his/her discretion, may grant vacation leave not requested in a timely fashion. In the case of any conflicts as to vacation scheduling among employees, the most senior employee shall prevail.

- 40.3 Vacations must be taken in the year earned and vacation time shall not be carried from year to year.
- 40.4 Vacations may only be canceled or interrupted in an emergency where there is a clear and present danger to the public safety. An employee whose vacation is affected shall receive additional vacation time equal to the time lost and made whole for any unavoidable financial loss incurred due to the cancellation or interruption of his/her vacation.
- 40.5 For purposes of this Article, a "work week of vacation" shall consist of seven calendar days (four ten-hour work days off for unit employees).

ARTICLE 41 - WAGES

<u>7/1/19-6/30/20</u>	<u>Hourly</u> :
Sergeant	\$27.10
Patrol Officer (2 Years)	\$24.86
Patrol Officer (1 Year)	\$23.56
Academy Graduate (6 Months)	\$21.97
Hiring	\$20.83
<u>7/1/20-6/30/21</u>	<u>Hourly</u>
Sergeant	\$27.37
Patrol Officer (2 Years)	\$25.11
Patrol Officer (1 Year)	\$23.80

Academy Graduate (6 Months)	\$22.19
Hiring	\$21.04
<u>7/1/21-6/30/22</u>	<u>Hourly</u>
Sergeant	\$27.92
Patrol Officer (2 Years)	\$25.61
Patrol Officer (1 Year)	\$24.28
Academy Graduate (6 Months)	\$22.63
Hiring	\$21.46

- 41.1.1 Patrol Officer salaries are based upon a work week of four (4) consecutive days of ten (10) consecutive hours.
- 41.1.2 Additionally, Patrol Officer salaries are based on forty (40) hours per week at base pay per hour.
- 41.1.3 All hours worked beyond ten (10) in any workday and all hours worked beyond forty (40) hours in any work week will be compensated at the employee's regular overtime rate of pay.
- 41.1.4 For the purposes of placement on the Police Officer pay scale only, the Town may recognize prior police experience.
- 41.1.5 Effective July 1, 2011, each unit member will receive a \$250 lump sum stipend. This stipend (\$.12 per hour) will be added into the base wage effective 6/30/12. This has been added into the rates shown above for 7/1/12-6/30/13.

41.2 Longevity Payments

41.2.4 Effective July 1, 2013, Unit members shall receive \$37.50 per week upon completion of five (5) consecutive years of service; \$47.50 per week after ten (10) consecutive years of service; \$57.50 per week after fifteen (15) consecutive years of service; and \$67.50 per week after twenty (20) consecutive years of service to the Town of Bridgton.

413      Shift Differential

- 41.4.1      Police Officers working a regularly scheduled shift that starts at 15:30 shall receive an additional \$.15 per hour. Police Officers working a regularly scheduled shift that starts at 17:30 or 21:30 shall receive an additional \$.25 per hour.

ARTICLE 42 - WORK WEEK AND OVERTIME

42.1      Work Week

- 42.1.1      The work week for Police Officers shall consist of forty (40) hours per week of four (4) consecutive days of ten (10) hours each within a seven-day period with fixed starting and ending days and times.

42.2      Workday

- 42.2.1      The workday for Police Officers shall consist of ten (10) consecutive hours, including meal periods and rest breaks.

42.3      Work Shifts and Work Schedules

- 42.3.1      The Town agrees that when it initially implements a new work schedule, regular unit employees will be given choice of shift starting with the most senior employee. The copy of a new schedule will replace the existing schedule. A copy of the existing work schedule is attached.

- 42.3.2      The Town agrees that changes in the schedule will not be made for arbitrary or capricious reasons, nor to discipline any employee.

- 42.3.3      Except for emergency, herein defined as a sudden and unexpected event which cannot be handled under the regular working shift or conditions, no change in that working shift will be posted until after two (2) weeks notice is given to the Union and the parties are given an opportunity to meet and consult.

42.4      Overtime

- 42.4.1      Police Officers shall be paid at the rate of one and one-half (1 1/2) times his/her base hourly rate of pay for all hours actually worked beyond ten (10) hours in any workday or beyond forty (40) hours in any work week.

42.4.2 For the purposes of this section, hours compensated for by sick leave pay shall not be considered hours worked for overtime compensation purposes, except this section shall not apply to an employee who is unable to work due to a work-related illness or disability or an employee who is required to work beyond their normal work shift during the same work period in which sick leave was taken by the employee.

42.4.3 No unit member will be paid both daily and weekly overtime for the same hours of work.

42.4.4 Subject to approval in advance by the Police Chief, a unit member may be permitted to take compensatory time off, in lieu of compensation for overtime worked, at the rate of one and one-half hours for each hour of employment for which overtime compensation is provided by this section. In addition, an employee shall have the option to receive compensatory time off in lieu of paid overtime at the overtime rate as follows:

One Day equals 1.5 normal days  
Two Days equals 3.0 normal days

42.4.5 Non-holiday compensatory time shall at no time exceed 300 hours.

#### ARTICLE 43 - DURATION OF AGREEMENT

43.1 This Agreement shall be effective as of the first day of July 2019 and shall remain in full force and effect until the thirtieth day of June 2022.

43.2 This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one-hundred and twenty (120) days prior to the anniversary date that it desires to modify this Agreement.

43.3 In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date hereof.

43.4 This Agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 24 day of September, 2019.

For the Town of Bridgton, Maine

  
Town Manager

For the Fraternal Order of Police

  
Craig Hammond  
President

WITNESS TO BOTH  


