

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF BREWER

AND

FRATERNAL ORDER OF POLICE

(POLICE COMMAND)

Expires June 30, 2024

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This Agreement entered into by and between the City of Brewer, Maine (hereinafter referred to as the “City”) and Fraternal Order of Police (hereinafter referred to as the “Union”).

ARTICLE 1  
RECOGNITION

Section 1. The City recognizes the Union as the sole and exclusive bargaining agent for the regular full-time command officers (hereinafter referred to as “officers”) of the Brewer Police Department such as the Chief, Administrative Lieutenant, Patrolmen, Traffic Guides, Special Police and such other positions that may be established from time to time by the City for the purpose of bargaining with respect to wages, hours and working conditions. The City shall recognize the Union as the sole and exclusive bargaining agent for the regular full-time command officers (hereinafter referred to as “officers”) of the Brewer Police Department but excluding Public Safety Director, Captain, Lieutenants, Corporals, Patrolmen, Patrol Officers, Traffic Guides, Special Police and such other positions that may be established from time to time by the City for the purpose

Section 2. The Union agrees to supply the Public Safety Director with a list of officers of the Union and the names of the Union Stewards and the names of the Bargaining Committee. It shall be the duty of the Union to keep this list up to date.

ARTICLE 2  
NO DISCRIMINATION

Section 1. Employees shall have the right to join the Union or to refrain from doing so. No officer shall be favored or discriminated against by either the City or the Union because of his membership or non-membership in the Union.

Section 2. Both the City and the Union agree that neither of them will discriminate against any officers because of race, creed, color, age, sex, marital status, national origin or political affiliation. Both parties will share equally the responsibility for applying this provision-of the agreement.

ARTICLE 3  
SENIORITY

Section 1. The City shall establish a seniority list and it shall be brought up to date on January first of each year and immediately posted thereafter on a bulletin board for a period of not less than thirty (30) days. A copy of the same shall be sent to the Union.

Section 2. Any objection to the seniority list as posted must be reported to the Public Safety Director and the Bargaining Committee within ten (10) days or it shall stand as accepted.

Section 3. A seniority list shall be established listing all officers covered by this Agreement with the greatest seniority listed first. Seniority shall be determined by the length of full-time service from officer’s last date of hire with the Brewer Police Department.

Section 4. An officer's seniority shall be terminated and his rights under this Agreement forfeited for any of the following reasons:

- (a) Discharge for cause, quit, resignation or retirement.
- (b) Absence without proper cause or without proper notification to the City. The City reserves the right to require a doctor's certificate to certify the fact of an officer's illness or accident. It is understood that proper notification means notification at the earliest opportunity.
- (c) Failure to return to work by the date specified in the notice of recall from layoff by the City without the officer so recalled notifying the City of illness or accident preventing the officer from working (as evidenced by written certification of a medical doctor if requested by the City) or other satisfactory reason for such absence; the officer must, however, notify the City within seven (7) consecutive days after notification of recall of his intention to so return to work.
- (d) In the case of layoff, time lapse of fourteen (14) consecutive months since the officer's last day worked for the City; seniority may be extended by mutual agreement by the City and the Union.
- (e) Failure to return to work upon the expiration of a permitted leave of absence.

Section 5. In the promotion (other than temporary promotions) of officers, where a question arises between two officers, the City shall give due consideration to their qualifications and where their qualifications are equal, seniority shall be the governing factor.

Temporary promotions are those made by the City to temporarily fill a vacancy resulting during a period of sickness or injury, vacation, or leave of absence, or to temporarily (not to exceed six months) fill a vacancy created by the discharge, quit or retirement of an officer.

Section 6. Long Absences. Any officer who is absent from work for twelve (12) consecutive months or more for any reason shall be automatically terminated from employment by the City and all benefits shall cease, provided, however, that an officer is injured in the course of performing extra hazardous duty for the City, as defined in Article 33, Section 2, shall be automatically terminated from City employment after twenty-four (24) months of consecutive absence.

Section 7. Seniority shall also be considered when granting vacation time. When more than one officer is requesting the same time off for vacation, the most senior officer shall be granted his or her time off, provided the request for time off by the senior officer is not within six (6) months of the requested time off. Officers agree that if the junior officer can show proof of purchase for vacation expenses such as airline tickets, cruise ship tickets or other similar expenses for said vacation time then the senior officer will not be granted the same time due to seniority.

ARTICLE 4  
REDUCTION IN FORCE

Section 1. In the event of a layoff, the City will meet and consult with the Union regarding the loss of jobs. The City will determine the number of officers to be laid off. Seniority shall be the governing factor in the selection of officer(s) to be laid off.

Section 2. In lieu of layoff, the officer(s) selected for layoff may elect to displace the least senior officer in the patrolmen's unit, provided the officer has greater seniority than the officer being displaced.

Section 3. Officers to be affected by a reduction in force shall be given written notice of layoff at least thirty (30) days prior to the effective date of layoff.

Section 4. Officers who have become part of the patrolmen's unit as a result of exercising their displacement rights, shall be recalled to a vacancy in their former position or a position of equal or lesser rank within the command unit. Officers on layoff shall be recalled to their former position or a position of equal or lesser rank within the command unit, if a vacancy occurs within fourteen (14) months of the date of layoff. Officers shall be recalled in inverse order of their layoff (last laid off will be the first recalled), provided that the officer(s) have the qualifications to perform the available work as determined by the City.

Section 5. Written notice of recall shall be given to the former officer. The notice shall be considered received by the officer when mailed by registered mail, return receipt requested, to the last known address of the officer as shown on the City's records. It shall be the responsibility of the officer on layoff to keep the City advised of current address. Within seven (7) days after the notification of recall, the officer must advise the City in writing of his intention to return to work on the date specified in the notice of recall. The specified date of return to work shall not be less than fourteen (14) days from the date of notice of recall. All reemployment rights granted the former officer shall terminate upon the officer's failure to accept reemployment within seven (7) days of notice.

ARTICLE 5  
PERSONAL EFFECTS ALLOWANCE

Each member of the Police Department shall be reimbursed for the fair value of replacement of personal effects that have been damaged or lost in the performance of duty, with the exception of watches for which there is a \$75 maximum payment, jewelry a \$50 maximum payment (wedding "bands" may exceed maximum), and a \$10 maximum payment for lost cash, provided such damage or loss, and satisfactory evidence thereof, is set forth in an official complaint report completed at the end of the officer's shift, and at the same time, is reported in writing to the Public Safety Director or his designee. No payment shall be made for items used by police officers in lieu of items provided by the City.

ARTICLE 6  
PROBATIONARY PERIOD

Section 1. Officers who have not completed twelve (12) months of employment with the Brewer Police Department shall be considered probationary officers until twelve (12) months shall have been completed, provided, however, the officer shall receive an initial pay adjustment after six (6) months of continued employment.

All new officers who are promoted from the Patrolmen Unit of the Department shall serve a probationary period of six (6) months but shall have the rights set forth in Section 3 below. Officers who have not completed their probationary period of service shall have no seniority rights during such probationary period but shall be subject to all other clauses of this Agreement.

All officers who have worked the applicable probation period shall become regular officers and effective as of the date of this Agreement, the probationary period shall be considered part of the seniority time, provided, however, the City shall have the right to terminate without compliance with the terms of this Agreement, the employment of any such new officers within one year from the commencement of the said probationary period.

Section 2. The City agrees to give each probationary officer (while the officer remains in a probationary period) a written report of his or her progress as an officer of the Brewer Police Department every three months, calculated from the date of employment during the term of this Agreement.

Section 3. New officers who have been promoted from other positions in the Police Department shall have the right (unless discharged for cause) to return to the Patrolman Unit of the Police Department, without loss of seniority rights for a period of six (6) months from the date of their promotion to the Command Unit if either (1) the City notifies the officer that he is not adequately fulfilling the duties of a command officer, or (2) the officer voluntarily elects to return to the Patrolman Unit. After the expiration of such six (6) month period, the officer shall not longer be able to use his seniority with the Patrolman Unit in order to return to that bargaining unit.

ARTICLE 7  
DUTIES

Section 1. The duties of the officer shall include the enforcement of applicable City ordinances, state and federal statutes, the patrolling of City streets for crime prevention and traffic control and the preservation of life and property including accepting command responsibility and supervising performance of the foregoing duties by patrolmen and such other and further duties as may be assigned from time to time by the Public Safety Director. It is understood that command officers shall be held to and judged by a higher standard of performance than that applied to patrolmen. In matters involving the performance of their duties, command officers owe their primary allegiance to the Public Safety Director.

Section 2. Officers will not engage in outside employment which may in any way hinder the proper performance of their duties or impair their efficiency to the City.

Section 3. Any officer required for court duty outside his regularly scheduled shift shall be compensated at one and one-half (1 1/2) times the officer's regular hourly rate (if applicable under Article 17 - Overtime). However, each officer will be guaranteed three (3) hours for the first trial(s) of the day which that officer attends. If there is also a trial(s) in the afternoon, each officer will be guaranteed two (2) hours. Other than the two (2) or three (3) hours guaranteed, all hours will be based on time spent at time and one-half (if applicable).

If an officer appears for a trial or trials in the a.m. and there is no break between that and the p.m., there would not be a p.m. guarantee. At no time will there be more than one three (3) hour guarantee in the a.m. (Or for the first trial(s) where they begin in the p.m.) or more than one two (2) hour guarantee in the p.m.

It is understood that when, because of court duty, an officer would be forced to work more than sixteen (16) hours in a twenty-four (24) hour period in violation of Article 8, Section 2 of this Agreement, the officer will be given the necessary time off to comply with this Agreement provision on the succeeding shift.

If an officer receives notification of cancellation of court duty before leaving for court duty, the officer shall not receive any court duty pay. If, however, the officer is not notified (or attempted to be notified) before leaving for court duty, then the officer shall receive the minimum guarantee pay for such canceled court duty.

## ARTICLE 8 EXTRA WORK

Section 1. For purposes of this Article, it is understood that:

(1) "private service details" are those with regard to which the City is making a special charge to a third party, including other departments within the City but does not include enforcement details where funding comes from government grants including but not limited to Bureau of Highway Safety grants;

(2) the term "regular full-time officer" shall include all full-time officers in the Police Department;

(3) the term "special officer" shall refer to part-time police officers who are on call by the Department; and

(4) the term "regular shift work" shall be construed to mean the command shift work of the Police Department for which no charge is being made to a third party.

Section 2. It is understood that, except where the nature of the assignment, in the judgment of the Public Safety Director otherwise requires, such private service details shall be offered to the regular full-time officers of the Department in rotation, in accordance with the practice presently adhered to in the Department. If no regular full-time officer shall accept such private service detail, it may then be offered to special officers.

When the Public Safety Director determines to assign extra regular shift work for command officers, it shall first be offered to the regular command officers in rotation, except that the Public Safety Director shall have discretion to offer extra regular command shift work to corporals, patrolmen (working upgrade) or special officers, for purposes of making temporary assignments to cover absences created by sickness, injury, leaves of absence, holidays, vacations or absences of patrolmen attending police schools (when such absence exceeds fourteen (14) working days of the officer involved); or to cover vacancies created by absences of persons who perform only dispatch service, or for the purpose of filling seasonal jobs or using City officers under federally assisted programs, such as CETA; or for the purpose of covering emergencies.

All "extra regular shift work" that is prescheduled shall be filled as per rotation procedure on the regular weekly work schedule prepared by the Public Safety Director or his designee on Friday and posted no later than 1:00 p.m. on Friday for the work week commencing on Monday. It is the responsibility of all command officers, whether on-duty or off-duty, to check the weekly schedule at the time it is posted. In order to minimize the burden on the Public Safety Director in administering the rotation of "extra regular shift work" it is agreed that a full-time command officers who has been scheduled for "extra regular shift work" shall be responsible for working the assigned shift. The command officer will not be permitted to remove his name from the schedule except when he can provide a replacement through the normal rotation schedule of regular command officers during the normal period in which extras are filled. If (and only if) a replacement cannot be found through the normal rotation procedure, the command officer may then seek to find a replacement on his own. If there are no other command officers who agree to take an extra shift, the extra may be offered to the Detective Sergeant, provided he is not on call for that shift. The Detective Sergeant may elect to be paid for such shift rather than being credited towards compensatory time.

If the command officer finds a replacement he must immediately so notify the shift commander on duty at the time he finds the replacement. The shift commander will then "scratch" this command officer's name and replace it with the name of the command officer's replacement and rotate the replacement's card. Notwithstanding any other provision of this section, the Public Safety Director shall have discretion to restrict command officers from working more than forty (40) hours in any seventy-two (72) hour period or more than sixteen (16) hours in any twenty-four (24) hour period.

The Public Safety Director shall have the option of utilizing on-duty supervisory personnel to act as Command Officer for the dayshift when the scheduled Command Officer is absent from duty. Existing on-duty supervisory personnel include the Captain, Lieutenant and the Detective Sergeant. If the Captain, Lieutenant or the Detective Sergeant is unavailable to act as Command Officer for the patrol dayshift, the vacancy may be filled through normal rotation of Command



Officers. The dayshifts in question are Monday through Friday. Nothing in this Agreement shall affect the weekend dayshifts and vacancies during the weekend dayshifts will continue to be filled per present practice.

Section 3. It is understood that an employee will receive for each “private service detail” a minimum of four (4) hours pay at the rate of seventy-five (\$75) dollar per hour, for the first four (4) hours or less of a “private service detail”. If the employee works a “private service detail” which exceed four (4) hours, the employee must work an additional one-half (1/2) hour to receive one (1) hours of pay at the rate of time and one-half (1 ½) his regular straight time rate of pay. “Private service details” of more than four (4) hours and less than four and one-half (4 ½) hours or that are in excess of five (5) hours shall be compensated at the rate of time and one-half (1 ½) the employee’s regular straight time rate of pay for time worked on the detail in excess of four (4) hours. Continuous or consecutive service upon one premise involving consecutive events (such as a basketball game followed by a dance) shall be deemed a separate “private service detail” for each such event.

When an employee takes sick leave and does not work his regularly scheduled shift before or after a “private service detail”, the employee shall be compensated at his regular straight time rate of pay for any time worked in excess of four (4) hours.

The “private service details” shall be filled in accordance with Section 2 of this Article. The City will make every effort to fill the “private service detail” between the hours of 5:00 p.m. and 8:00 p.m. the evening prior to the “private service detail” as per present practice, except that a “private service detail” which is called in the same day as the event is scheduled, shall be filled by rotation as soon as possible. Command officers who are scheduled for a canceled “private service detail” and who have not received at least two (2) hours’ notice of such cancellation, shall be paid for such detail, provided, however, that if an attempt to notify the officer of cancellation was made at least two (2) hours before the detail’s commencement, the officer shall not be paid for such detail.

Section 4. It is understood that the City may require a full-time officer in the Police Department to work overtime on regular shift work. Officers are not required to accept any “private service detail” unless the City is not successful in obtaining a sufficient number of officers and/or special officers to accept such assignment; if the City is not successful, officers may be required to work on such assignment provided such assignment involves duty that is required by statute or ordinance or takes place at a City or school facility, or at a facility used by the City or school department for said function.

Section 5. An officer may elect to remove him/herself from the extra duty rotation on any scheduled days off, with prior approval by the Public Safety Director. A Reserve Day Off (“RDO”) request must be made in writing at least one month in advance and must be at a minimum of two consecutive days off and a maximum of three consecutive days off. An officer may utilize RDO no more than two times per fiscal year. During an approved RDO, no officer can be ordered for extra regular shift work or private service details on those days, except in an emergency.

Only one officer will be allowed to be on RDO at a time on any given day. Competing RDO requests, when on the same days off or when some of the days off overlap, will be decided based upon a first come first serve basis.

RDO does not apply during the following dates: July 4<sup>th</sup>, Thanksgiving, Christmas, December 31, and January 1.

RDO requests are subject to approval based upon the needs of the department to include but not be limited to: available staff to work extra duty and staffing levels. The Public Safety Director has the sole discretion in approving RDO requests.

Approved RDO requests will be marked on the time off calendar as "RDO". Officers whose RDO requests have been denied will receive written notification of the denial and the reason for such.

## ARTICLE 9 BEREAVEMENT

Each command officer will be allowed up to three days of leave, with pay, for the purpose of attending the funeral in the case of a death occurring in the command officer's immediate family. The term "immediate family" shall include the command officer's spouse, child, step-child, mother, step-mother, father, step-father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather or grandchildren. It is understood that this leave is not intended as vacation time and only that portion of the allowable leave which is necessary in order to accomplish the purposes set forth above will be taken by the command officer. In cases where exceptional circumstances exist, time off beyond that which is already allowed may be granted at the discretion of the Public Safety Director.

## ARTICLE 10 VACATIONS

Section 1. After the completion of one (1) year of continuous full-time employment, each officer shall be entitled to one (1) week vacation with pay. After the commencement of the second year of continuous full-time employment, each officer shall accrue paid vacation time at the rate of .0385 hours per hour paid during each employment year through and including the sixth employment year. After the commencement of the seventh year of full-time employment, each officer shall accrue paid vacation time at the rate of .058 hours per hour paid during each employment year through and including the fourteenth (14th) employment year. After the commencement of the fifteenth (15th) year of full-time employment, each officer shall accrue paid vacation time at the rate of .077 hours per hour paid during each employment year of full-time employment during each calendar year thereafter. For purposes of vacation calculation, vacation time shall not be earned on more than 40 hours in each work week.

Section 2. At least one week of each officer's annual vacation in an employment year shall be taken in a one (1) week block of forty (40) hours. Before an officer may take additional vacation

in less than a block of one week, the officer must select and be approved time for that one (1) week block. During one of these forty (40) hour “block” of vacation time, Article 10, Section 7 shall not apply. Vacation time taken thereafter shall not be taken in increments of more than eighty (80) hours or less than one-half (1/2) shift without prior written approval of the Public Safety Director.

Section 3. Vacation time must be taken each year and unused vacation may not be accrued from one year to the next without the prior approval of the Public Safety Director. No officer will receive vacation pay without taking the vacation time involved, except with the prior approval of the Public Safety Director. It is further understood that if any officer is prevented by City duties from taking his accrued vacation during any calendar year, the officer will not forfeit such accrued vacation, provided it is taken during the next calendar year.

Section 4. For purposes of computing vacation pay for an eligible officer, the term “day’s pay” shall be construed to mean the officer’s regular bi-weekly salary for an eighty (80) hour pay period divided by eight (8) or ten (10), whichever is applicable.

Section 5. An effort shall be made to schedule the officer’s vacation to suit the preference of the officer according to his seniority, subject, however, to the requirements of the Public Safety Director for the services of qualified officers.

Section 6. Any officer whose services with the City are terminated shall be entitled to compensation for accrued vacation time.

Section 7. On any scheduled days off, prior to, during or right after a scheduled vacation (excluding the 40 consecutive hours block of vacation), officers who so desire shall be eligible for extra duty work. No officer can be ordered to work extra duty on the above days, except in an emergency. Any officer who wishes to be eligible for such work on a scheduled day off, must so request in writing to the Public Safety Director by 10 a.m. on the Friday of the week prior to the scheduled days off. The officer on vacation wishing to be eligible for extra duty work shall only be eligible after the schedule has been filled according to Article 8, Section 2 and the officer originally assigned that extra duty scratched the said duty..

Section 8. By advising the Director, an officer may elect to combine 80 hours of available sick leave bonus days, holidays and/or compensatory time off to be used as one additional week of vacation. When taken, the additional weeks of vacation must be taken as a block on consecutive work days and in whole days. It may not be a combination of partial days. Only two additional weeks of vacation may be taken per calendar year by using a combination of these days off.

Section 9. Any vacation weeks must be requested at least one month in advance of their being taken.

Section 10. Any time off request for less than one week’s vacation which could result in time off on either Friday and/or Saturday evening or midnight shifts, may be granted subject to any other existing rules concerning time off, and the provision that one Officer must be scheduled to be on duty for either of the two applicable shifts. If there are competing requests submitted on

the same day for time off on these shifts, preference shall be given to the Officer on the evening shift.

## ARTICLE 11 HOLIDAYS

Section 1. The following days shall be holidays for the members of this unit: New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Indigenous Peoples Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving and Christmas Day.

Section 2. Labor Day, Indigenous Peoples Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Day, New Year's Day, Washington's Birthday, Memorial Day and Independence Day, and Martin Luther King, Jr.'s Birthday, shall be taken by the officer together as vacation or, if for fewer than four days, for at least a one-half (1/2) shift and thereafter in cumulative increments of one-half (1/2) shifts and shall be taken in accordance with said Article 10 (Vacations). An officer may, if he wishes, having given the Public Safety Director written notice by April 1 of the prior fiscal year, elect to be paid for the vacation provided for in this Section in the following fiscal year without actually taking the time off. When a command officer elects to receive pay in lieu of time off, payment for the first five (5) holidays in Section 1 of this Article will be made at a time of the officer's choosing but not before November 1 of the fiscal year in which the holidays are earned. Payment for the second five (5) holidays will not be made before June 1. Increments of only five (5) days will be paid, except that requests for ten (10) days as one payment may be paid after June 1 of the fiscal year in which the holidays are earned. Provided further that if a patrolman elects to take the vacation time provided for in this Section, he will not be permitted to exercise his rights of seniority in selecting the time of such vacation until all other patrolmen have had an opportunity to select their regular vacation time (provided for in Article 10).

Payment for the final six (6) holidays will not be made before June 1. Increments of only five (5) and six (6) days will be paid except that requests for eleven (11) days as one payment must be paid after June 1 of the fiscal year in which the holidays are earned.

Section 3. Any work performed during a 24-hour period, beginning at the designated time, on the days which are celebrated by the City as the holiday for July 4<sup>th</sup>, Thanksgiving, Christmas, and New Year's, shall be paid at the rate of time and one-half of officer's regular hourly rate. This provision is to be effective July 1, 1998.

ARTICLE 12  
SICK LEAVE

Section 1. Sick leave shall accrue at the rate of one (1) day of paid sick leave for each full calendar month of employment cumulative to a maximum of one hundred twenty (120) working days. The first month of an officer's service shall be counted as a full month of service if employment begins on or before the fifteenth (15th) day of the month. Officers who have accrued greater than one hundred and twenty (120) days of sick leave prior to July 1, 2017 will be allowed to keep this time but will not earn any additional sick leave days unless the total amount is less than the maximum of one hundred and twenty days (120).

Sick leave may be used only in the following case: personal illness or physical incapacity of such a degree as to render the officer unable to perform the duties of his position. If requested by the Public Safety Director the officer shall furnish a certificate of a qualified physician certifying the condition of the officer to be such as to justify absence from employment. Said certificate shall be at the City's expense, provided that the officer use a physician designated by the City.

Absences for a fraction or part of a day that are chargeable to sick leave shall be charged proportionately in an amount not smaller than one-half (1/2) day.

Sick leave shall be accumulated during probationary periods and may be used by the probationary officer in the same manner as it is used by a regular officer.

Section 2. Up to three additional days each year (with no accumulation from year to year) may be taken by an officer when the ill health of a member of the officer's immediate family requires the officer's care. For the purposes of this Section, an officer's immediate family shall be deemed to be the spouse, child, step-child, mother, father or other dependents, living in the same household. An exception may be made by the Public Safety Director where extenuating circumstances exist.

Family Sick Leave is limited to the care of immediate family members for serious illness. Any officer taking Family Sick Leave may be required to present to the Public Safety Director a medical slip, or otherwise explain the nature and seriousness of the illness. A medical slip, if requested, shall be obtained at the City's expense.

Section 3. Employees completing three (3) consecutive months of employment without taking sick leave will be granted one (1) sick leave bonus day. A sick leave bonus day will be granted after each three (3) month period for which sick leave is not taken. Sick leave bonus days are cumulative to six (6) days. A sick leave bonus day will not be charged against sick leave and may be taken by the officer for any purpose except as substitution for suspension as a result of disciplinary action. When a sick leave day is taken, an officer shall become entitled to a sick leave bonus day on the same date three (3) months after the most recent sick leave day (family sick leave days are not considered sick leave for purposes of this Section).

Use of sick leave bonus days must be scheduled and approved by the Public Safety Director in accordance with the employee's preference and needs of the Department. They must be taken for at least a one-half (1/2) shift and thereafter in cumulative increments of one-half (1/2) shifts. If sick leave bonus time is requested after reporting for work, it may be approved for any day of the week.

Section 4. Upon retirement, officers shall be entitled to payment of thirty-five percent (35%) of accumulated sick leave. Retirement shall mean when the officer is eligible to receive a "full benefits" retirement or an occupational disability retirement under the Maine Public Employees Retirement System. Upon death, the City will provide payment of one hundred percent (100%) of accumulated sick leave to the employee's estate.

**ARTICLE 13**  
**HEALTH INSURANCE**

Section 1. Coverage. A group health insurance program is available to full-time regular employees. The City's base health insurance plan is the Maine Municipal Employees Health Trust Preferred Provider Option 500 (PPO 500) plan or equivalent policy. Employees who wish to receive health insurance coverage under the base plan will pay a portion of the total health insurance premium cost according to the table below.

<b>Coverage Level</b>	<b>Employee Pays</b>	<b>City Pays</b>
Single (employee)	10%	90%
Employee & Child(ren)	20%	80%
Employee & Spouse	25%	75%
Family	25%	75%

The City may offer other plans. If an employee elects a plan that has a higher premium than the base plan, the employee shall contribute toward that premium the difference between the total premium cost and the amount the City would have paid for that level coverage under the base plan. If an employee elects a plan that has a lower premium than the base plan, the base plan employee contribution percentage shall apply.

Full-time regular probationary officers shall be eligible for this health insurance at the next available entry date into the City's policy following the date of hire.

The City shall establish a Section 125 plan which provides for pretax contributions of the officer's share of health, vision and dental insurance premiums.

Section 2. Election out of health insurance. Officers may elect out of health insurance coverage provided by the City, so long as the officer provides to the City satisfactory evidence that the officer is covered by health insurance under another health insurance plan which has benefits and coverage similar to that of the City's plan. Officers who elect not to be covered by the City's health insurance plan, may elect to re-enter the plan, but only under the terms of the Plan's

limitations of re-entry, such as limited enrollment date, exclusion of pre-existing conditions, medical examinations and any other conditions imposed on such re-entry. Officers who elect not to be covered by the City’s plan under this section will receive a stipend amount equal to 45% of the City’s portion of cost of PPO 500 single level coverage as it may exist from time to time, to be pro-rated into the bi-weekly pay of those officers. This stipend is a taxable benefit and is subject to Medicare, federal and state taxes.

Section 3. Health Reimbursement Arrangement accounts. Full-time regular employees electing to participate in the PPO 500 plan shall receive access to a Health Reimbursement Arrangement (HRA) account in the amount outlined in the following table. Employees opting out of coverage may also have access to an HRA account if they can, and choose to in writing, annually certify that they are enrolled in a group health plan that meets the Minimum Value standards of the Affordable Care Act.

The HRA plan year runs January 1 through December 31. One fourth of an employee’s annual HRA funding will be credited to an eligible employee’s account at the beginning of each quarter. If an employee enters the plan at a time other than the beginning of a quarter, the amount credited to their account will be reduced to reflect the time of actual participation. Amounts remaining in an employee’s account at the end of the plan year that do not exceed the calendar year end rollover amounts specified below will be carried over to the immediately following plan year.

<b>Coverage Level</b>	<b>Annual Funding</b>	<b>Calendar Year End Max Rollover Up to...</b>
Single	\$1,125	\$375
Employee & Child(ren)	\$2,250	\$750
Employee & Spouse	\$2,250	\$750
Family	\$2,250	\$750
Opt Out Stipend	\$500	\$500

Any amounts remaining in an employee’s account at the end of the plan year that exceed the rollover amount shall be forfeited. In addition, any balance remaining in an employee’s account on the date the individual terminates employment with the City will be forfeited after all claims are paid. The Finance Director shall provide each employee an HRA Summary Plan Description that lays out the above criteria and other benefit details regarding eligible uses, claims procedures and continuation rights.

The City shall offer a no interest HRA bridge loan program to address the potential cash flow impacts associated with the quarterly distribution of HRA funds. Such loans are taxable benefits in accordance with IRS regulations.

ARTICLE 14  
WAGES

Wages for each Command officer paid during the term of this Agreement shall be paid bi-weekly in accordance with the following table:

a. Base Rate of Pay (bi-weekly) SERGEANTS

Wages for each Sergeant on the payroll the effective date of this Agreement shall be pursuant to the following schedule:

<b>SERGEANT</b>	7/1/2021 (\$/hr)	Bi-weekly Base Rate of Pay	7/1/2022 (\$/hr)	Bi-weekly Base Rate of Pay	7/1/2023 (\$/hr)	Bi-weekly Base Rate of Pay
Step A: New Hire	30.55	2,444.00	32.08	2,566.40	33.68	2,694.40
Step B: completion of at least 2 years	31.32	2,505.60	32.89	2,631.20	34.53	2,762.40
Step C: completion of at least 4 years	32.12	2,569.60	33.73	2,698.40	35.42	2,833.60
Step D: completion of at least 6 years	32.93	2,634.40	34.58	2,766.40	36.31	2,904.80
Step E: completion of at least 8 years	33.78	2,702.40	35.47	2,837.60	37.24	2,979.20
Step F: completion of at least 10 years	34.45	2,756.00	36.17	2,893.60	37.98	3,038.40
Step G: completion of at least 15 years	35.15	2,812.00	36.91	2,952.80	38.76	3,100.80
Step H: completion of at least 20 years	35.84	2,867.20	37.63	3,010.40	39.51	3,160.80

Each employee's actual rate of pay shall be individually calculated less premiums (i.e. Detective, canine, election out of health insurance, boot allowance, no tobacco use, Detective clothing allowance). Finally, any other applicable premium pay (like Detective) shall be added. This then becomes the employee's new actual pay.

Progression from one step to the next shall not be automatic but based on an annual performance rating and a recommendation from the Public Safety Director. A satisfactory level of performance by the Command Officer is sufficient to warrant a pay step increase. Step increases are based upon completed years of service from last date of permanent hire with the Brewer Police Department.



ARTICLE 15  
LIGHT DUTY

Whenever an officer on Workers' Compensation presents the Public Safety Director with a doctor's certificate prescribing "light duty" restrictions or other limitations which limit or affect the officer's performance of his/her job duties, the City shall determine whether such restrictions or limitations can be reasonably accommodated, as required under the Maine Human Rights Act. If the City determines that it can make such reasonable accommodations and the officer does not perform the full scope of the job, the officer shall nonetheless receive 100% of current base wage for performing his/her job. In accommodating such restrictions or limitations, the City may assign an officer receiving Workers' Compensation a different job.

If the officer is assigned to perform a different job within the Police Department, the officer shall receive 100% of the officer's current base wage for his/her regular job.

ARTICLE 16  
DETECTIVE

The City may create and continue a special police classification to be known as "Detective." Any officer assigned to this classification and who performs the full scope of such classification shall receive in addition to his wages provided for in Article 14 (while assigned and working in such classification) the **following bi-weekly amount**:

Serving as Detective: Ninety dollars (\$90)

On-Call: Three hundred and forty dollars (\$340)

The City and the Union may mutually agree to average the on-call pay based upon the number of on-call shifts each Detective is likely to serve during the contract year. Any hours worked in excess of forty (40) in any work week shall be either paid as overtime or accrued as compensatory time off at the rate of one and one-half (1 1/2) hours for each hour worked in excess of forty (40). Requests to accumulate compensatory time off in an amount greater than eighty (80) hours are subject to the approval of the Public Safety Director. Compensatory time off may be scheduled as time off with advance notice to and approval of the Public Safety Director. In the event that a Detective accumulates more than one hundred and twenty (120) hours of compensatory time off, this time must be used within thirty (30) calendar days of being earned to bring the total amount down to one hundred and twenty (120) hours or less, or paid out to the employee.

Detectives will not be included in the normal departmental schedule of hours but may, when deemed necessary by the Public Safety Director, perform normal patrol duties.

A Detective who is "on call" and who is called in for duty shall be paid one dollar (\$1) as transportation compensation for each such call-in if he is required to provide his own transportation.

In the case of a call-back to work after a Detective has punched out, the Detective shall be paid a minimum of 3 hours pay provided however, that if the call back occurs within 3 hours of the beginning of the Detective's shift and the Detective works straight through until the start of the Detective's shift, the Detective shall be paid for the actual hours of work.

## ARTICLE 17 OVERTIME

Section 1. Overtime. An officer's regular straight time rate of pay shall be computed by dividing the officer's regular bi-weekly salary (except Detective) by eighty (80). The City will pay each officer overtime at the rate of one and one-half (1 1/2) time rate of pay for all hours worked beyond his posted work schedule. Provided, however, that the City will not pay overtime to officers classified and working as detectives. In no case under this Agreement shall hours not worked but paid for be used in the computation of overtime, with the exception of vacation and holiday time, bereavement leave, sick leave bonus days and comp time which shall be considered hours worked when computing overtime. In no case shall more than one (1) type of premium pay apply to the same hours worked.

Section 2. Compensatory Time. Notwithstanding any provision of this agreement, overtime pay may be compensated at the request of the officer, by compensatory time off, computed in the same manner as financial compensation would otherwise have been computed ("comp time"). A request for comp time to be banked rather than to be paid as overtime shall be made to the Public Safety Director in writing at least three (3) days prior to the submission of payroll for the week in which it was earned. To take comp time, an officer must request and receive prior permission from the Director, Captain, or his designee. Prescheduled comp time must be taken for not less than two-hour blocks. Comp time may be used in two-hour blocks if scheduled. After the effective date of this agreement, Officers may not elect to earn comp time for court appearances but rather shall be paid for the time in attendance. Comp time earned for court appearance prior to the effective date of this agreement shall remain on the books as comp time and may be used accordingly until it is exhausted. Pre-scheduled comp time may be taken even if it requires a replacement.

An officer may also request comp time to be taken during a particular duty shift after reporting to work. To take such comp time which has not been scheduled in advance, the following rules apply:

1. If granted, comp time must be at least one-half of a shift and in increments thereafter of one (1) hour.
2. The Director, Captain, or their designee shall have the discretion to approve unscheduled comp time based upon staffing levels and the needs of the community.

Comp time may not be taken for private service details as defined in Article 8, Section 1. Additionally, no personnel may maintain more than sixty (60) hours comp time provided that the

Director in his discretion may allow the maximum accrual for an individual officer exceed 60 hours up to a higher City-determined limit resulting from a particular set of circumstances. Once those circumstances are over and the comp time accrual of an Officer drops, the maximum accrual will fall back to 60 hours. The Public Safety Director reserves the right to deny compensatory time off when such comp time would necessitate hiring a replacement. Comp time will be granted on the basis of seniority up until May 1 of each year. After May 1, the time off priority for comp time is determined on the basis of the earlier request. All comp time must be taken within 365 days of being earned, and if not taken, will be paid out to the officer. Accumulated comp time may be used in a block of 1 week (40 hours) provided it is scheduled like vacation. At the beginning of 18 years of continuous service with the City, an officer may take a third 40-hour block of accumulated comp time provided it is scheduled like vacation.

In the case of voluntary, special shifts, the Director may decide in advance whether to offer only compensation, only comp time, or a choice of either.

The above guidelines for the use of comp time do not apply to those command officers assigned to CID; they are covered by a different policy.

#### ARTICLE 18 CALL-IN

Any officer who is “called-in” for duty outside the officer’s regular shift to perform work required by an emergency or an unusual circumstance, will be guaranteed a minimum of four (4) hours of pay for each such “call-in” at the officer’s straight time regular rate of pay (as determined in Article 14 above) and overtime at the rate of time and one-half the regular straight time where applicable under the provisions of Article 14. The officer will be required to perform additional work necessitated by another emergency or unusual circumstance which occurs during the call-in.

The additional duties will be considered part of the original call-in. It is further understood that should a call-in occur within a period of time less than four hours prior to the commencement of the patrol officer’s next shift, then the command officer shall be paid for the actual time worked prior to the commencement of such next shift so long as the command officer works through the entire period before the commencement of such next shift. If the command officer should go off-duty in this four-hour period, then the command officer will be paid the four-hour call-in. It is understood that for purposes of this paragraph, an officer working beyond his regular shift hours will not be considered as having been “called-in.”

ARTICLE 19  
MILITARY LEAVE

Any employee who is a member of the regular armed services, National Guard, or Reserves and who is required to undergo training or is called up for duty shall be entitled to a leave of absence in accordance with the Uniformed Services Employment and Reemployment Rights Act (“USERRA”). When an employee is required to undergo annual field training as part of his military obligation, in addition to a leave of absence, the employee shall be entitled to receive for up to two weeks in any calendar year, the difference in compensation paid to such employee for annual training and the pay the employee would have received for working the regular schedule during that period of time. The employee shall submit his payroll statement from the military activity as evidence of the amount paid in order to be paid such difference. If the compensation for annual training is equal to or greater than the salary due as a City employee for that period covered by such military leave, then no payment shall be made.

ARTICLE 20  
WORK WEEK

Section 1. The “work week” shall be defined as a period of seven days beginning at 0600 on Monday and ending at 0600 on the following Monday.

Section 2. The payroll records of the City shall be the basis for establishing the number of hours worked by each officer. Nothing in this Agreement shall be construed as a guarantee by the City of hours to be worked per week or per year.

Section 3. Pay day shall be on Friday of every other week. Officers will be paid for hours worked during the preceding and current work weeks ending during the week in which the pay day occurs. Employees’ pay shall be directly deposited into the financial institution(s) of their choice.

Section 4. Officers shall report to work at such time or times as the work to be performed demands; which time or times shall be determined by the City and shall generally consist of 4 shifts of 10 hours per week. The City agrees that it will give at least thirty (30) days’ notice before changing the posted shift schedule. It is understood that changes made necessary by the development of unexpected circumstances may require temporary changes in the posted shift schedule without notice.

Nothing above shall be construed to prohibit the City from requiring the officer to work beyond his posted schedule if the requirements of the City so demand.

ARTICLE 21  
UNIFORMS

Section 1. The City will furnish each officer uniforms of sufficient number to bring each officer up to the following standards:

- 1 equipment bag for the canine supervisor and/or the firearms instructor
- 5 long sleeve blue shirts
- 5 short sleeve blue shirts
- 5 pair blue pants (may include skirt for female officers)
- 1 summer hat
- 1 winter hat
- 1 nylon winter jacket
- 1 pair of boots and shoes (subject to Section 5 below)
- 1 complete duty belt gear (Sam Brown belt, handcuff case, holster and OC Spray holder (or its equivalent) equipped to City's requirements)
- 2 badges
- 1 raincoat
- 1 light-weight jacket
- 1 briefcase
- 1 black belt
- 1 nightstick
- 1 can of OC Spray
- 1 handgun
- 1 pair of handcuffs
- 1 Necessary rank insignia to go with the foregoing uniforms
- 1 spare protective vest and carrier

Section 2. The officer shall present to the Public Safety Director any clothing he believes worn beyond use and if the Public Safety Director determines that it should be replaced, he will, within a reasonable time, see that a new article is provided to replace that item turned in. The Public Safety Director shall also determine if any necessary alterations or repairs will be made to clothing provided by the City.

Section 3. The officer shall be responsible for the clothing or equipment issued; all such clothing and equipment shall be returned to the City on termination of employment. The officer shall wear black shoes or boots. The officer, while on duty, shall be clean, have clothes neat and well pressed, have shoes shined, have hair neatly trimmed and shall be clean shaven or have an approved moustache, goatee, or beard as approved by the Public Safety Director.

Section 4. The City agrees to provide one thousand dollars (\$1,000) for each contract year as a civilian clothes allowance for each detective, which shall include the purchase of footwear.

Section 5. The City will reimburse an officer up to \$200.00 per fiscal year (beginning July 1, 2008) for the purchase of boots on an as needed basis. The officer must produce a sales receipt showing the transaction in order to gain reimbursement.

ARTICLE 22  
DISCIPLINARY PROCEDURES

Section 1. The parties hereto have agreed upon the disciplinary rules set forth in Schedule A attached hereto.

Section 2. The City may discipline or discharge for just cause (including but not limited to violations of rules in Schedule A adopted as provided above) and written notice of the reason for such discipline or discharge shall be given to the officer affected, within five (5) days after the effective date of such action.

Section 3. In the case of written reprimands, suspension, or discharge which arise out of the non-criminal conduct of an officer, the City shall notify the officer within seven (7) days that disciplinary action may be taken and take any disciplinary action within thirty (30) calendar days of the first date upon which the Public Safety Director or his official designee obtained knowledge of the particular incident giving rise to the discipline.

Section 4. When a complaint against an officer for a non-criminal action is made, it shall be in writing and shall state the name of the complainant, and of the officer(s) involved, and the date, time and location of the act complained of. A complaint shall be written on a City citizen complaint form.

The Public Safety Director or his designee shall notify the officer(s) in question within 72 hours, not including holidays or weekends, that he/she is under investigation and shall notify the officer(s) of the nature of the complaint made against him/her. After the complaint has been investigated and if the officer(s) is to be disciplined, the names of the complainant and witnesses to the act shall be disclosed to the officer.

ARTICLE 23  
GRIEVANCE PROCEDURE

Section 1. A grievance, for purposes of this Agreement, shall be defined as any controversy, complaint, misunderstanding or dispute arising between the parties as to the meaning or application of the specific terms of this Agreement.

Section 2. Every reasonable effort shall be made by the parties involved to arrive at a fair and equitable resolution of every grievance without resorting to the grievance procedure hereinafter set forth. If it is found to be impossible, the matter may be submitted to the grievance procedure in accordance with the terms of this Article.

Section 3. If the grievance has not been adjusted informally as above suggested, it may be submitted to the following grievance procedure:

Step 1. Within ten calendar days (or by 5:00 p.m. on the next regular working day should the tenth day fall on a Saturday, Sunday or City Holiday) after the occurrence of such a grievance, (or if the tenth day falls on a day when Brewer City Hall is closed, then by 5:00 p.m. of the next day that Brewer City Hall is open) the aggrieved officer and the Union shall reduce the grievance to writing, shall set forth the aggrieved officer's contentions in full, shall sign the grievance, and shall submit it to the Public Safety Director or his designee. (Hereafter "Public Safety Director" shall mean Public Safety Director or his designee.) The Steward, the grievant and the Public Safety Director shall then meet to discuss the grievance. The Public Safety Director shall submit a written answer to the grievance within seven calendar days after the date of the meeting.

Step 2. If the answer of the Public Safety Director does not satisfactorily adjust the grievance, the Union and the officer may, within seven calendar days after receipt of such answer, submit the grievance to the City Manager or his designee. (Hereafter "City Manager" shall mean City Manager or his designee.)

Step 3. The City Manager shall call a meeting of the Joint Grievance Committee made up of the City Manager and one other representative for the City and two representatives of the Union within seven calendar days of the City Manager's receipt of the grievance, in writing. The Union agrees that at least 48 hours in advance of every such meeting of the Joint Grievance Committee, it will notify the City Manager, in writing, of all grievances which have passed through the procedure provided for above, and which are to be discussed at such meeting. The City Manager shall issue a response, in writing to the Union, within seven calendar days after the meeting of the Joint Grievance Committee.

Section 4. Any grievance not submitted in writing within the time periods above provided for shall be considered waived or if not resubmitted after one of the answers above provided for, shall be considered resolved by the answer. If the City does not answer, in writing, within the time periods above provided, the grievance shall be considered resolved in the officer's and/or the Union's favor.

ARTICLE 24  
ARBITRATION

Section 1. Any grievance which has been properly processed through the grievance procedure set forth above in Article 23 and has not been settled in the conclusion thereof, may be appealed to arbitration by the Union by serving written notice of its intention to appeal on the City, together with a written statement of the specific provision or provisions of this Agreement at issue. If, however, the grievance is not appealed to arbitration as provided in this Section within twenty-one (21) calendar days after the receipt of the City Manager's response resulting from the meeting of the Joint Grievance Committee, such grievance shall be considered settled in accordance with the City Manager's said answer, which shall be final and binding upon the aggrieved officer or officers and the Union.

Section 2. Selection of Arbitrator. In the event a grievance is appealed to arbitration as provided in the foregoing Section, the Union shall request the American Arbitration Association to furnish a list of not less than seven (7) qualified and impartial arbitrators; the parties shall attempt to select an arbitrator from the list so furnished. If no agreement can be reached as to the arbitrator within seven (7) calendar days after receipt of said list, the Union shall petition the American Arbitration Association to furnish a second list of not less than seven (7) additional qualified and impartial arbitrators, one of whom shall be designated by the parties within seven (7) calendar days after receipt of said list, to act as arbitrator of the grievance. Selection shall be made by the parties alternately striking any name from the second list until only one name remains; in each case the Union will strike the first name. The final name remaining shall be the arbitrator of the grievance.

Section 3. Arbitration Expenses. The expense of the arbitration shall be borne equally by the parties involved. Officer witnesses called by the City shall be reimbursed by the City for any loss of normal working time; and if called by the Union, the Union will reimburse officer witnesses for all loss of normal working time. The fees and expenses of counsel called by either party shall be borne by the party so calling counsel.

Section 4. Arbitrator's Jurisdiction. The jurisdiction and authority of the arbitrator of the grievance and his opinion and award shall be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the Union and the City. He shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement or impose on either party hereto a limitation or obligation not explicitly provided for in this Agreement; to establish or alter any wage rate or wage structure; to interpret any federal or state statute or local ordinance when the compliance or non-compliance therewith shall be involved in the consideration of the grievance; or to consider any term or condition of employment or any other matter not expressly set forth within a provision of this Agreement. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the City and the Union unless the grievances at issue directly relate to the same express provision or provisions of this Agreement and were timely appealed to arbitration by the Union when said arbitrator was selected by the parties. The award in writing of the arbitrator on the merits of any grievance adjudicated



within his jurisdiction and authority as specified in this Agreement shall be final and binding on the aggrieved officer or officers, the Union and the City.

ARTICLE 25  
MANAGEMENT FUNCTIONS

Except as explicitly limited by a specific provision of this Agreement, the City shall continue to have the exclusive right to take any action it deems appropriate in the operation of the Police Department and direction of the work force in accordance with its judgment. Such rights shall include, but shall not be limited to, the operation of the police force, direction of the working forces, the right to hire, to discharge, to change assignments, to promote, to suspend, to reduce or expand the working forces, to transfer, to maintain discipline, to establish work schedules, and to introduce new or improved methods or facilities and to contract or subcontract any work. The City's not exercising any function hereby reserved to it, or its exercising of such function in a particular way, shall not be deemed a waiver of its right to exercise such function or preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 26  
NO-STRIKE-NO LOCKOUT

For the duration of this Agreement, the Union, its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any officer take part in any strike, slow-down or stoppage of work. Failure or refusal on the part of any officer to comply with any provision of this Article shall be cause for whatever disciplinary action, including suspension or discharge, deemed necessary by the City. In consideration of this no strike pledge by the Union and officers, the City shall not lockout officers for the duration of this Agreement. Neither the violation of any provision of this Agreement nor the commission of any act constituting an unfair labor practice or otherwise made unlawful by any federal, state or local law shall excuse officers, the Union or the City from their obligations under the provisions of this Article. Alleged violation of any provision of this Article is appealable immediately by either party to the Superior Court for Penobscot County in the State of Maine for the purpose of securing specific performance of the provisions of this Article, and/or assessing damage for a violation of any of the provisions of this Article.

ARTICLE 27  
SCOPE OF AGREEMENT AND SEPARABILITY

This Agreement represents the entire agreement between the Union and the City and is not subject to any prior oral agreements or understandings between the parties and may be amended only by agreement in writing signed by both of the parties hereto. In the event any of the provisions contained in this Agreement are found to be contrary to the provision of any applicable provisions of law, such applicable provisions of law shall control and the remaining provisions in this Agreement shall not be affected thereby.

ARTICLE 28  
RETIREMENT

The City participates in the State of Maine Public Employees Retirement System (MPERS). Effective January 1, 2018 the City will transfer from the current MPERS Participating Local District (PLD) Special Plan 2C to the PLD Special Plan 3C. Officers hired before January 1, 2018 will transfer over to the 3C plan, 25 years of service with no age attainment and COLA, and accrue from that date forward at the prescribed 3C rate up to 25 years of service. Officers hired after January 1, 2018 will accrue at the prescribed rate of 2/3 (66.67%) of AFC (average final compensation) as computed by the MPERS, 25 years of service, no age attainment, with COLA. All Officers will earn 2.0% of AFC per year after reaching 25 years of service.

The parties understand that the MPERS controls the contribution rates of members and employers. Both the Union and the City agree that contribution rates may be changed without further negotiations.

ARTICLE 29  
IN-SERVICE TRAINING

It is understood that the Public Safety Director may conduct in service training sessions for officers from time to time. These training sessions may be voluntary or mandatory. When in-service training scheduled provides officers with at least 30 days advanced notice, the City may adjust the schedule of the employee so that the work schedule follows the training schedule and overtime cost is avoided or minimized. The Public Safety Director may elect to consider the hours spent in such sessions to be considered duty time and to be included in the computation of overtime.

If less than 30 days' notice is provided for mandatory training the officer may elect for the hours spent in such sessions to be considered duty time and will be included in the computation of overtime. Officers electing for this must provide written notice to the Public Safety Director prior to the regular weekly work schedule that the training is scheduled for is posted. Attendance at any mandatory training session will not be considered a "call-in" under Article 18.

ARTICLE 30  
WORK RULES

To the extent additional general and special orders (as defined in the Departmental Manual) are issued, the Public Safety Director will provide the Union with, and post such general orders and special orders at least five (5) days prior to their effective date. Provided, however, that if the City determines that the delay of effect of such general orders and special orders, by notice and posting, will interfere with the efficient operations of the Police Department, such general orders and special orders shall become effective immediately upon posting. The City shall post such immediately effective general orders and special orders, and in addition make available a copy to

the Union. The issuance of general orders and special orders shall be in accordance with the Departmental Manual. Such general and special orders shall not violate the express provisions of this Agreement.

ARTICLE 31  
CHECKOFF

Section 1. The City agrees to deduct bi-weekly from each officer's paycheck the Union membership dues and benefit premiums, upon receipt of signed authorization from each member of the Union on forms supplied by the Union and satisfactory to the City. The Treasurer of the Union shall certify by letter to the City, the amount to be deducted from each officer's paycheck for membership dues and Union benefits. An officer shall have the right to revoke his authorization for the deductions provided for in this Article upon thirty (30) days advance written notice to the City. The City shall remit bi-weekly to the Union in a single check the total amount withheld along with a list of officers for which deductions were made.

Section 2. The Union agrees to indemnify and save the City harmless from any and all claims arising out of any instance in which the City, in reliance on any assignment, authorization, or certificate which shall have been furnished to it under the provisions of this Article, has withheld funds and forwarded the same to the Union.

ARTICLE 32  
GENERAL PROVISIONS

Section 1. Air Conditioning. The City shall equip each new marked patrol automobile with air conditioning.

Section 2. Educational Incentive Program. The City will reimburse an officer's tuition cost upon evidence of payment and successful completion of a course taken as required toward the attainment of a degree in law enforcement. The officer must present a plan of degree attainment and receive approval from the Public Safety Director for courses to be reimbursed. There shall be a limit of two courses per semester, and courses to be taken must be presented to and approved by the Public Safety Director by March 15<sup>th</sup> prior to the City fiscal year in which the courses are to be taken; if the course information is not available from the school, an expression of intent to take courses must be given.

The Public Safety Director may also approve for tuition reimbursement, with the consent of the City Manager, in accordance with the procedures in the above paragraph, other specific courses (within the two course per semester limit) which he believes are specifically related to law enforcement duties, or the supervision and management of the municipal law enforcement function, in the City of Brewer.

Section 3. The City shall provide each officer with a copy of the collective bargaining agreement and each officer shall sign a receipt for said agreement.

Section 4.

The City does not require any officer or any particular minimum number of officers to have certified police dogs. The Director may establish a Canine Program and authorize an officer(s) to be a Canine Officer to utilize a certified police dog in the performance of law enforcement duties.

The City agrees to purchase and provide the canine(s) for the program. The canine(s) shall be considered City property. The City retains the right to relinquish ownership of the canine(ss) for fair market depreciated value in accordance with established City property disposition procedure, except that the Canine Officer(s) shall have preference in any such procedure.

The City reserves the right to abolish the Canine Program at any time.

The Canine Officer(s) shall be assigned to the Patrol Division.

The Canine Officer(s) shall be paid five (5) hours of overtime per week for care and maintenance of the canine(s). Said payment shall be made based upon the Officer's regular hourly rate of pay.

The City will pay up to seventy-five (\$75) dollars per month for dog food.

The City will pay for veterinary costs with prior approval of the Director.

Training equipment and gear will be purchased and replaced as needed with the approval of the Director.

At the discretion of the Public Safety Director, all authorized Canine Officers shall be allowed at least one duty day for training per month, when staffing allows.

The City agrees to pay a kennel fee of not more than thirty (\$30) dollars per day, limited to fourteen days per contract year in the event that the Canine Officer is unavailable to care for the canine during times such as vacations. During any period where the City is paying for kennel service, the City shall not pay the Canine Officer any additional pay for time spent on care, maintenance or training of the canine.

The City shall pay for any fees or dues associated with certifications or training groups such as the USPCA with prior approval from the Director.

The Canine Officer(s) shall be responsible for achieving and maintaining appropriate Canine Certification.

Section 5. At the discretion of the Public Safety Director, all authorized canine officers shall be allowed one duty day for training per month, when staffing allows.

Section 6. Tobacco Non-Use Bonus. All officers who certify that they have not used any tobacco products during a contract year shall receive a fifty-dollar (\$50) non-use bonus to be paid in April of the following year. Any officers falsifying the certification will be subject to disciplinary action.

Section 7. Safety. The City will continue to make reasonable provisions to comply with all laws concerning the health and safety of command officers, recognizing, however, the potentially hazardous nature of police work. The Union will cooperate by encouraging all officers to perform their work in a safe manner and in accordance with the City's rules and regulations.

Section 8. Swaps. All swaps between officers must be paid back within one (1) year.

When an officer believes that the vehicle to which he is assigned may unduly endanger his safety beyond the normal hazards of operation, the officer shall immediately advise his supervisor. Pending the supervisor's review of the situation, the officer may be assigned to other work. When it is determined by the supervisor that the vehicle is safe, the officer may be returned to operate that vehicle. If the vehicle in question is the supervisor's vehicle, the supervisor shall make the determination concerning operational safety, subject to later approval by the Director or his designee.

If there is a dispute concerning unduly hazardous conditions, it shall be entered as a grievance at Step 2 of the grievance procedure.

### ARTICLE 33 WORKERS' COMPENSATION

Section 1. Any officer who, while in the performance of assigned duties (other than extra hazardous duties as defined in Section 2), sustains an injury which prohibits the performance of regular duties for a period of five (5) working days or less, shall receive full regular pay for such a period of absence from employment occasioned by said injury. For any absence which extends beyond five (5) working days, an injured officer shall be entitled only to those benefits available under the Maine Workers' Compensation Act, unless the injury was sustained in the course of extra hazardous duties.

An officer injured in the course of extra hazardous duties shall receive in addition to workers' compensation benefits, an amount from the City equal to the difference between workers' compensation benefits and full regular pay for a period of time not to extend for more than ten (10) weeks beyond the date of injury. An exception to the ten (10) week limit may be granted by the City Manager in the case of extra-hazardous injuries, as defined in Section 2 below.

The City Manager may advance payment to officers beyond five (5) working days equal to the amount of benefits which may be received by the officer until payments to the officer by the City's insurance carrier are made, if in the judgment of the City Manager, in consultation with the Public Safety Director, there is no doubt as to the validity of the claim. An officer receiving advance payment under this paragraph shall repay to the City, when workers' compensation benefits are paid by the insurance carrier, the full amount advanced, less any amount to which the officer was entitled as a "full pay benefit" for extra hazardous duty.

Immediately after the occupational injury or illness, the officer is required to report to his/her supervising officer or to the Public Safety Director and insure that a City of Brewer Occupational Illness and Injury Report is completed within twenty-four (24) hours of the occupational injury or illness. The officer may be required to verify the illness or injury by a doctor's certificate presented to the City.

Section 2. Extra-hazardous injuries are defined as follows:

- (a) Injuries sustained from violent acts of persons being apprehended, arrested, or detained.
- (b) Injuries incurred while standing in a roadway directing traffic, provided the officer has not unreasonably neglected to wear safety equipment provided the officer when available.
- (c) Injuries incurred during the official operation of a police motor vehicle in responding to an emergency call, in pursuit of another vehicle, or an emergency situation.
- (d) Injuries sustained while actively engaged in suppressing riots, insurrections and similar civil disturbances.
- (e) Injuries sustained in any other authorized situation in which the officer is exposed to extra-hazardous conditions which contribute to the injury.

Section 3. The City reserves the right to grant such pay differential in cases not described above on a case-by-case basis, with no individual award being used as precedent in any other instance.

## ARTICLE 34 PERSONNEL FILES

Section 1. Individual Personnel Files. An individual personnel file shall be maintained on all officers by the City Manager or his agent. Personnel files shall be stored at Brewer City Hall.

Section 2. Access to Files. An individual may, upon written request, inspect his/her file during City Hall office hours. A person may not remove his/her personnel file from the room in which it is stored unless another individual - who is responsible for the maintenance of the personnel files accompanies him/her to another location and stays with him/her until the file is returned to the personnel file storage location. The City Manager, Public Safety Director, legal

representative of the City or their agents shall have access to personnel files in order to assist an officer who wishes to examine his/her file, to place documents in files, to purge documents as provided herein, or to carry out his/her duties relative to the keeping of records, supervision or management of officers and for legal matters. Any individual who is not responsible for the maintenance of the personnel files but who views the file of another person, shall sign a form indicating the date and time - beginning to end - when the file was viewed. He/she shall sign this form and give it to the officer who is responsible for the maintenance of personnel files for attachment to the file viewed. An agent of an officer may review the officer's file upon written authority from the officer.

Section 3. Placing Item in Files. Any officer may place documents in his/her personnel file. The City Manager or his agent may place documents in personnel files, that are of a detrimental nature or relates to an officer's performance. The officer shall be asked to date and initial such documents. If the officer refuses to date and initial a document, such document shall be placed in his/her file with a notation that the person refused to sign and date it.

Section 4. Errors and Omissions. Any officer may request correction of an error or omission in his/her file. If the City Manager or the officer's department head agrees that there is an error or omission, the file shall be corrected accordingly. If the City Manager or the department head do not agree that there is an error or omission, a notation to that effect shall be placed in the officer's file.

Section 5. Purging the Files. A recorded or noted reprimand shall be purged twelve (12) months from the imposition date of the reprimand. Written reprimands shall be purged in twenty-four (24) months. Suspensions shall be purged in sixty (60) months. The purging of any disciplinary action may only occur if there has been no recurrence of similar incidents recorded within said time period. If the disciplinary action occurred as a result of conviction of a criminal offense, these time limits may be extended by the City Manager.

The City Manager or his agent may purge any document in any personnel file twenty-four (24) months after an officer ceases to be employed by the City of Brewer.

## ARTICLE 35 DURATION AND TERMINATION

This Agreement shall be effective upon signing (unless otherwise noted) and shall remain in full force and effect until the 30th day of June, 2024 (hereinafter referred to as the anniversary date); provided, however, that if either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to negotiate for changes or modifications in this Agreement, then negotiations shall begin not later than sixty (60) days prior to the anniversary date and this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided by either party, to the other party, in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice of the intent to terminate this Agreement must be given to the other party not less than ten (10) days prior to the desired termination date, which ten (10) day notice shall not be given before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized representatives this 30th day of June, 2021.

FRATERNAL ORDER OF POLICE

CITY OF BREWER

By JOEL T. WICKINSON

By Steph

By Joe D. W...  
Fraternal Order of Police

Flue



SCHEDULE A  
DISCIPLINARY RULES

The following shall constitute just cause for discharge or other discipline:

1. Drinking alcoholic beverages in, or being under the influence of alcohol, in the public safety building, or reporting for duty under the influence of alcohol, or drinking alcoholic beverages or being under the influence of alcohol while on duty.
2. Dishonesty.
3. Unauthorized use of narcotics in the public safety building or reporting for duty under the influence of narcotics or unauthorized use of narcotics or being under the influence of narcotics while on duty.
4. Immoral acts while on duty or continued use of vulgar, obscene or indecent language while on duty.
5. Negligence in the performance of duty, unsatisfactory duty or incompetence.
6. Insubordination, or failure or refusal to perform duty assigned.
7. Failure or refusal to accept or to properly carry out and perform command supervisory obligations as assigned.
8. Unauthorized absence from duty or duty station.
9. Willful or careless disregard to safety rules and regulations.
10. Willful damage to City property or reputation or to the property of another officer.
11. Falsification of employment application.
12. Falsification of time records or signing another officer's name to time records or making a time entry on any other officer's time records without permission of shift supervisor.
13. Engage in sexual or other illegal harassment.
14. Any violation of this Agreement.