

Town of Brunswick

and

Brunswick Police Benefit Association

BPBA

July 1, 2020 - June 30, 2021

Agreement

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**AGREEMENT TOWN OF BRUNSWICK
AND
BRUNSWICK POLICE BENEFIT ASSOCIATION**

AGREEMENT made this 20th day of January 2021, but effective as of July 1, 2020 by and between the **TOWN OF BRUNSWICK**, a municipal corporation, situated at Brunswick, in the County of Cumberland and the State of Maine (hereinafter referred to as the "TOWN"), and the **BRUNSWICK POLICE BENEFIT ASSOCIATION** (hereinafter referred to as "BPBA").

Pursuant to Title 26, Maine Revised Statutes Annotated, Section 961, et seq., entitled "Municipal Public Employees Labor Relations Law" and in consideration of the mutual promises of the parties herein contained, the parties agree as follows:

ARTICLE 1. ASSOCIATION SECURITY

Section 1. The Town hereby recognizes the BPBA as the sole and exclusive collective bargaining agent for all employees in the following titles:

Patrol Officer	Detectives	Sergeant
Lieutenant	Marine Resource Officer	School Resource Officer

Those persons covered by this Agreement shall hereinafter be referred to as "contract personnel".

Section 2. The Association agrees to furnish the Chief of Police with names of the officers of the Association and the names of the members of the Grievance Committee.

Section 3. The BPBA may erect, and thereafter utilize, bulletin boards within the Police Department for posting notices to its membership in locations approved for that purpose by the Chief of Police.

Section 4. The Town agrees that during working hours, on the Town premises and without loss of pay, BPBA representatives shall be allowed, within reasonable limits and with the consent of their immediate supervisor, to post BPBA notices; transmit communications and consult with the Chief of Police and BPBA officers concerning the enforcement of any provisions of this Agreement.

The employees covered by this agreement who are appointed by the unit, shall be allowed reasonable time off for negotiations, and for the investigation and processing of grievances and arbitrations. Requests for such time shall be made in advance and shall not be unreasonably denied.

Section 5. The BPBA may use the Town premises for BPBA meetings with the approval of the Police Chief, at such times as do not conflict with or interfere with personnel in an on-duty status or emergency situations.

Section 6. Contract personnel of regular standing may be granted a leave of absence without pay by the Town Manager upon recommendation of the Chief of Police. Such leave of absence without pay shall not exceed one (1) year and shall only be granted when it

appears, because of the past record of the employee, or because of the purpose for which the leave is requested, that it is in the best interest of the Town to grant the leave. Contract personnel granted a leave of absence by the Town Manager shall retain all rights of seniority earned at the time of the granting of the leave. Contract personnel granted a leave of absence shall retain all rights to accrued vacation and accrued sick leave.

Section 7. Probationary period shall be defined as one (1) year from the employee's anniversary date of hire, or one (1) year from date of graduation from the Maine Criminal Justice Academy (or the date that the Board waives the basic training requirement), whichever applicable. For the purposes of acquiring any fringe benefit privileges which refer to a probationary period, that period shall then be defined as outlined in applicable article and section.

ARTICLE 2. STRIKES PROHIBITED

Contract personnel shall not have the right to strike or engage in any work stoppage or slow-down.

ARTICLE 3. MANAGEMENT RIGHTS AND DEPARTMENTAL RULES

Section 1. The Town retains all rights and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement.

The BPBA acknowledges the right of the Town to make such regulations governing the conduct of contract personnel as are not specifically inconsistent with the provisions of this Agreement.

Contract personnel shall comply with all rules and regulations that are not in conflict with the terms of this Agreement. Any unresolved complaint regarding any new or existing rule or regulation or any complaint involving discrimination in the application of new or existing rules or regulations, shall be resolved through the grievance procedures and all such rules shall be complied with pending resolution of the grievance through such procedures.

Each party agrees that it shall not attempt to compel negotiations during the term of this Agreement on matters that could have been raised during the negotiations that preceded this Agreement, or matters that are specifically addressed in this Agreement except where provided otherwise in the contract.

Section 2. Work shifts may be exchanged between contract personnel with the prior approval of the Chief of Police.

Section 3. The BPBA and the Town jointly recognize that contract personnel's job performance can be directly affected by outside employment; thus contract personnel will register with the Chief of Police the name and address of any outside employer and the nature of said employment, if such employment exceeds two months.

ARTICLE 4. WAGES

Section 1. Wages of Pay

Effective January 1, 2021, the current salary schedule shall increase by 4%.

Section 2. Patrol Temporary Service - Out of Rank

When a patrol supervisor is absent from duty and a patrol officer, who has been designated as having officer-in-charge status (by the Patrol Commander), is designated by Management to assume the temporary duties and responsibilities of that supervisor, the officer will be compensated for this service at the bottom step on the equivalent educational-level pay scale of Sergeant.

Temporary service, out-of-rank, does not constitute a promotion.

Section 3. Field Training Officer

A field training officer will temporarily be paid at the pay rate of a Step A. Patrol Sergeant for hours that he/she is actually assigned and supervising a trainee (i.e. even though an officer may be a Field Training Officer (FTO) all of the time, the extra pay is only received for the three weeks that he/she is actually supervising a trainee).

Section 4. Working Hours and Overtime

The regular work week shall consist of forty (40) hours in any seven (7) day period. The regular workday for employees on a "4 and 3" schedule shall be a ten (10) hour workday. The regular workday for employees on a "5 and 2" schedule shall be an eight (8) hour workday. The Following employees will be working the "5 and 2" schedule:

Marine Warden (5 & 2 year-round or 4&3 as permitted by the Chief or the Chief's designee).

School Resource Officer (5 & 2 during the school year and 4 & 3 during the summer).

All other members of this unit will work a 4 and 3 schedule.

Contract personnel shall receive pay or compensatory time at the employee's discretion, consistent with department policy, for all hours worked in excess of a work day or work week, as defined above, at the rate of one and one-half (1 1/2) times the base hourly rate. For the purposes of this section, hours worked shall include sick leave and vacation, training time, court time, and compensatory time. Details and special leave shall not be included for the purpose of this section.

Contract personnel shall have equal opportunity to share in all scheduled and non-scheduled overtime. The Chief, or the Chief's representative, shall post detail schedules at least five (5) days prior to the event, when time allows, so a full-time officer may indicate the officer's interest in the detail by signing the officer's name.

Contract personnel called back to work for hours which are not annexed consecutively to one end or the other of the work shift shall receive a minimum of four (4) hours pay at one and one-half (1 1/2) the base hourly rate for unscheduled callback time.

Section 5. Court Time

Contract personnel required to make off-duty attendance at court shall receive a minimum of four (4) hours pay at time and one-half for such attendance, including lunch break if court responsibilities resume after lunch. Required attendance in excess of the four (4) hours shall be reimbursed at the rate of time and one-half (1 1/2) the base hourly rate. The officer shall sign in and out with the Court in accordance with departmental policy at each such appearance. Court time is defined as time spent in Superior Court, Grand Jury, District Court and administrative license hearings.

Section 6. Clothing

The Town agrees to pay one hundred percent (100%) of the cost of normal acquisition of new basic uniforms and equipment for new personnel. If contract personnel are required to wear protective clothing or a protective device, it shall be furnished to them by the Town.

The Town agrees to pay at the rate of \$850.00 per person for replacement of uniforms and accessory clothing and equipment, including flashlights, gloves, shoes, protective vests, prescription and non-prescription eyewear, and briefcases. The Detectives, the Detective Lieutenant, Detective Sergeant, and the School Resource Officers will receive a lump sum payment which will equal \$850 after taxes, per employee, per fiscal year for clothing allowance.

An officer may requisition up to four hundred forty-two dollars (\$442.00) per year from clothing allowance to meet cleaning costs if the officer so requests. All requisitioned cleaning costs shall be remitted to the Town by the officer every two months.

For all employees hired after July 1, 2006, the Town agrees to pay a clothing stipend for replacement of issued equipment and cleaning of uniforms in the amount of 1/12th of the yearly clothing allowance per month, after the employees one (1) year anniversary, until the officer's second July 1st of employment when the officer will receive their annual clothing allotment. While the officer is on the one (1) year probationary period and not receiving a monthly stipend, the Town agrees to pay each month up to \$21.66 for cleaning upon receiving receipts for the prior month.

An officer shall be reimbursed up to two hundred and twenty-five dollars (\$225) per incident for personal effects damaged in the performance of duty, providing evidence of loss is presented and approved by the Police Chief within seventy-two (72) hours.

Body armor shall be provided by the Town.

Section 7. Special Assignment

The following is a list of special assignment positions:

Detective
School Resource Officer
Marine Resource Officer

Detective Sergeant
Detective Lieutenant

These positions will receive all holidays off and will not receive holiday pay.

Section 7a. On Call Compensatory Time for Detectives

The Detective Lieutenant and Detective Sergeant will receive forty (40) hours (each) of compensatory time per fiscal year as compensation for being on call during their off duty hours. Each of the five (5) detectives will receive twenty (20) hours of compensatory time per fiscal year as compensation for being on call during their off duty hours.

Section 7b. Harbor Master compensation

If an officer represented by this agreement is assigned by the Chief of Police the duties of the "Harbor Master", that officer will receive an addition to his/her base pay of \$1.50 per hour. Effective January 1, 2021 and going forward the addition to his/her base pay shall be \$2.00 per hour.

Section 7c. K-9 Handler Compensation

If an officer represented by this agreement is assigned by the Chief of Police the duties of the "K9 Officer", that officer will receive compensation of three (3) hours overtime per week for care and maintenance of the canine at home while off-duty.

Section 8. Pay Schedule

The pay schedule will be "Bi-weekly".

Section 9. Placement on scale.

Employees who have obtained 60+ credit hours with a grade of at least a "C" shall be placed on the "60+ college credits" scale. Employees who have obtained a bachelor degree shall be placed on the "bachelor degree" scale.

Those employees at top step as of July 1, 2017 will be placed on the new scale and have a stepping date of July 1 of each year. Employees not at top step as of July 1, 2017 shall be placed on the new scale and maintain their anniversary stepping date.

Lieutenant Ridlon shall receive applicable COLA increases to pay rates going forward.

The Police Chief will consult with union leadership on the placement of new hires who have prior police experience. However, placement on the scale shall be at the sole discretion of the Police Chief.

Step increases for employees who are promoted shall occur on the anniversary date of the employee's promotion.

ARTICLE 5. LIABILITY INSURANCE

The Town shall furnish professional liability insurance coverage, so-called, with the liability limits of \$400,000/\$2,000,000, or as close thereto as the insurance market can provide.

ARTICLE 6. INSURANCE

Section 1. The present practice with respect to Town and employees' participation in the cost of the Maine Municipal Employee Health Trust group life insurance premiums shall be continued for the term of this Agreement. However, employees may elect to participate in the insurance "buy-back" program pursuant Section 4 below. If participating in the "buy back" program, the employee will not be included in the Maine Municipal Employee Health Trust group life insurance program.

Section 2. The Town agrees to pay eighty-five percent (85%) of the premium with respect to the coverage chosen by the employee in the Town Health Benefit Plans for the term of this Agreement, effective upon implementation by the Town of a "premium-only cafeteria plan" for employees to pay their share of health insurance premiums. If federal tax law prohibits the use of the cafeteria plan in the future, the Town agrees to re-negotiate with the Union about the economic impact of the loss of the plan. If permitted by law or by the Town's insurer, an employee prefers, he/she may elect to pay the fifteen (15%) employee share on a post-tax dollar basis.

Section 3. Should the bargaining unit qualify for dental insurance, the Town agrees to administer a pre-tax dollar plan for the payroll deduction on behalf of the participating employees. Premiums shall be paid in full by the employees.

Section 4. Insurance "Buy-Back" Program

If an employee provides proof that he/she has health insurance from another source, he/she may elect to drop/decrease coverage under the Town of Brunswick health insurance plan. An employee who drops/decreases coverage, will be paid on a bi-weekly basis, forty percent (40%) of the savings to the Town accrued by the drop/decrease in coverage. Employees who are married to another Town employee covered by the Health Insurance Plan shall not be eligible for the buy-back program. The benefit will be adjusted January 1st of each year based upon the rates the Town must pay for health insurance. Taxes must be paid on all payments made pursuant to this section.

ARTICLE 7. RETIREMENT

The Town agrees to maintain the special plan provisions of the Maine Public Employees Retirement System (MainePERS) which (a) for service through June 30, 2009 allows retirement of police officers after twenty-five (25) years of service at one-half (1/2) pay regardless of age, and (b) for service commencing on, or after to, July 1, 2009 allows retirement of police officers after twenty (20) years of service at one-half (1/2) pay regardless of age.

Effective July 1, 1997, the Town adopted the necessary changes to implement cost of living adjustments (COLA) for all regular, full-time employees enrolled in the MainePERS. The COLA benefit will be calculated using future service only, i.e., for service earned after July 1, 1997. There will not be any COLA benefit for earnable compensation prior to July 1, 1997.

The Town will administer payroll deductions for two (2) Section 457 deferred compensation plans. Section 457 plans enable employees to defer a portion of their compensation, until retirement or withdrawal.

When an employee chooses to participate in a Section 457 plan in lieu of MainePERS, the Town shall contribute two (2) times the employee contribution, to a maximum of six percent (6%) of the employee's gross weekly salary into any Section 457 plan offered by the Town of Brunswick. If the employee chooses to participate in both the MainePERS and a Section 457 plan, the Town will not be responsible for contributing to the Section 457 plan.

ARTICLE 8. SICK LEAVE

Sick leave is earned at the rate of ten (10) hours for each full calendar month of service. Sick leave may be accumulated not to exceed thirteen hundred (1,300) hours. If an employee is on sick leave, credit will still accrue.

Illness for which sick leave is granted is defined as actual personal illness or bodily injury. Sick leave, limited to seven (7) days, (defined as a standard work day) per fiscal year, may be granted to an employee because of illness of a member of the employee's immediate family. "Immediate family" shall mean the following individuals living in the employee's household: spouse, father, mother, child, stepchild, significant other, or other family member living in the same household. Exceptions may be made at the discretion of the department head for approval of use of sick leave under this section for immediate family members living outside the employee's household.

Probationary employees shall be entitled to paid sick leave from date of employment. Contract personnel, upon retirement under the provisions of the Maine State Retirement System, will be paid an amount equal to wages for one-third (1/3) of the number of hours of accrued sick leave, up to a maximum of four hundred (400) hours.

In the event of death before retirement or separation, unused accrued sick leave shall be paid to the spouse, or guardian of minor children if any, or the employee's estate, on the same basis as established in the preceding paragraph.

ARTICLE 9. BEREAVEMENT LEAVE

In the event of a death occurring in the immediate family of a permanent contract employee, that employee shall be granted five (5) consecutive working days off without loss of pay for death of a spouse, child, stepchild, father or mother and three (3) consecutive days off without loss of pay for any other member of the immediate family. Any such day off granted for a person which entitles the employee to a three

(3) day leave shall include "regular scheduled days off", if they happen to fall within the three (3) day period. It is understood that no pay shall be received for scheduled days off, and the time is not to be charged against sick leave. Immediate family shall mean:

Spouse	Father	Brother
Child	Mother	Mother-in-law
Step Child	Sister	Father-in-law
Grandparent	Grandchild	Person Living in Same Household

ARTICLE 10. VACATIONS

Section 1. Contract personnel of permanent standing shall be awarded vacation time with pay at a time approved by the Chief of Police in accordance with the officer's current term of continuous employment, and in accordance with the following schedule:

VACATION TABLE

Average Hours Worked per Week	40
For years 0-6. Accrue at this rate: (2 wks./yr.) Weekly accumulation (in hours) 1.538 80 hours/year	1.538
For years 7-13, accrue at this rate:(3 wks./yr.) Weekly accumulation (in hours) 2.308 120 hours/year	2.308
For years 14-19, accrue at this rate: (4 wks./yr.) Weekly accumulation (in hours) 3.077 160 hours/year	3.077
For years 20+, accrue at this rate: (5 wks./yr.) Weekly accumulation (in hours) 3.846 200 hours/year	3.846

Vacation leave shall be accounted for on an anniversary date basis rather than a calendar year basis. On the anniversary date in which the employee progresses to a new, higher rate, he/she will begin accruing vacation at the new, higher rate which may be used as accrued.

Section 2. Any absence from duty for which sick leave is paid, or for official leave of absence shall not constitute a break in service record.

Section 3. No contract employee shall be entitled to work a vacation with pay, except in case of emergency as determined by the Police Chief.

Section 4. Vacation accrued may be taken after four (4) months of continuous employment, subject to the approval of the department head.

Section 5. Employees, regardless of length of service, may carry a balance of up to two hundred and forty (240) hours of vacation leave, measured annually each June 30. Any balance in excess of two hundred forty (240) hours shall be forfeited without compensation unless the town manager authorized an exception to this requirement. Any exception shall be in writing and shall expire at the next measurement date, unless again extended in writing by the town manager. Even if extension is, or multiple extensions are granted, upon separation from service, no employee shall be compensated for more than two hundred and forty (240) hours.

ARTICLE 11. HOLIDAYS/PERSONAL DAY

Contract personnel, in addition to regular weekly wages, shall receive holiday pay for the following holidays:

- | | |
|----------------|-------------------------|
| New Years Day | Martin Luther King Day |
| Presidents Day | Patriots Day |
| Memorial Day | Independence Day |
| Labor Day | Indigenous People’s Day |
| Veterans Day | Thanksgiving Day |
| Christmas Day | Day After Thanksgiving |

In addition to holiday base pay, an employee shall receive time-and-one-half for any work performed on the following ("special") holidays:

- Christmas Thanksgiving

The following chart depicts the ways in which holiday pay will be calculated:

EXAMPLE 1 Regular Holiday with Overtime:

					Holiday		<u>Total</u>
<u>SUN</u>	<u>MON</u>	<u>TUES</u>	<u>WEDS</u>	<u>THURS</u>	<u>FRI</u>	<u>SAT</u>	<u>Hours</u>
Off	10	10	10	10	10	Off	65

EXAMPLE 2 "Special" Holiday with Overtime:

					Holiday		<u>Total</u>
<u>SUN</u>	<u>MON</u>	<u>TUES</u>	<u>WEDS</u>	<u>THURS</u>	<u>FRI</u>	<u>SAT</u>	<u>Hours</u>
Off	10	10	10	10	32.5	Off	72.5
				Overtime:	22.5		
				Holiday:	10.0		
				Note: OT = base pay + incentive pay X OT			

EXAMPLE 3 "Special Holiday" - Regularly Scheduled Work Day:

					Holiday		<u>Total</u>
<u>SUN</u>	<u>MON</u>	<u>TUES</u>	<u>WEDS</u>	<u>THURS</u>	<u>FRI</u>	<u>SAT</u>	<u>Hours</u>
Off	Off	10	10	10	25	Off	55
				Overtime:	10	Straight Time	
				Holiday:	15	Straight Time	

EXAMPLE 4 "Special Holiday" - Not Scheduled to Work:

					Holiday		<u>Total</u>
<u>SUN</u>	<u>MON</u>	<u>TUES</u>	<u>WEDS</u>	<u>THURS</u>	<u>FRI</u>	<u>SAT</u>	<u>Hours</u>
Off	10	10	10	10	10	Off	50
					Holiday Pay, Straight Time		

For purposes of this contract, Christmas shall be defined as starting at 2100 hours on December 24 and ending on December 25 at 2100 hours; Thanksgiving is defined as starting at 2100 hours on the fourth Wednesday in November and ending on Thanksgiving Day, the fourth Thursday in November, at 2100 hours.

In lieu of holiday pay, contract personnel may elect to accept a compensation day off at the mutual convenience of the Town and the employee. All "Special Assignment" employees do not receive holiday pay as they are required to take each holiday off. If due to special circumstances a "Special Assignment" employee is required to work a holiday then he/she will be compensated in the same manner as other contract employees. If a holiday falls on a regular scheduled day off of a "Special Assignment" employee then he/she will receive a compensatory day off (8 or 10 hrs) at the mutual convenience of the Town and the employee.

One "Personal Day" off (per fiscal year) may be selected by contract personnel with a minimum of two days' notice to the Police Chief. Probationary contract personnel are not eligible for the personal day off. Straight time pay shall apply to this day off. The Police Chief reserves the right to disallow a personal day off request in case of emergency.

Each non-probationary employee shall be granted three (3) additional "no cost to Town" personal days per fiscal year. This "no cost" personal day may be used by contract personnel with a minimum of two (2) days' notice to the Police Chief, and may only be used at a time when it will not create any overtime or other costs necessary to fill the shift being taken off by the employee. Straight time pay shall apply to this day off. The Chief of Police reserves the right to disallow a personal day off request in case of emergency.

ARTICLE 12. EDUCATIONAL INCENTIVE PLAN

In order to promote the personal and professional development of contract personnel, it is agreed that the Town will assist efforts at self-development. The plan has three (3) parts: education assistance, incentive pay and the curriculum committee.

1. Education Assistance

a. Higher Education

The Town shall pay the tuition for all approved course work at an accredited college or university provided funding is not available either partially or in whole from other sources. Reimbursement shall be made only for those courses leading to an Associate's, Bachelor's or Master's degree and shall be in accordance with the Town of Brunswick Training, Development and Educational Assistance Plan.

The Town will reimburse the employee for the following fees:

Registration Fee
Technology Fee
Materials and Handling Fee

The Town will not reimburse the employee for the following:

Activity Fee
Recreation Fee
Record Fee
Comprehensive Fee

For the purpose of this Article, "Approved Course Work" for Associate and Bachelor degrees shall include one (1) of the following major areas of study: criminal justice, police administration, criminalistics, public administration, criminology, sociology, business administration, with a concentration on human resource development, or psychology. "Approved Course Work" for Master's degree shall include same courses as Associate and Bachelor degrees, with the exception of sociology. Additional areas of study may be considered for tuition assistance upon written application to the Chief of Police, therefore including the purported relationship between the area of study in question and law enforcement.

b. Police Library

The Town shall build up a police library for use of the department through the purchase of one (1) set of books for each college level course, provided: (1) the member agrees that the books shall remain in the property of the police library at the conclusion of the course, and (2) that the purchase of any book does not duplicate a book previously obtained.

2. Incentive Pay

Contract personnel who have obtained a bachelor degree shall be paid on the "bachelor degree" wage scale. Employees who have either obtained an associate degree or have earned at least 60 credit hours toward a bachelor degree shall be paid on the "60+ college credits" scale.

Eligible college credits include course work where the employee has received a grade of at least a "C".

Contract personnel shall provide college transcripts to the Chief of Police to assure the appropriate educational scale is used to pay the employee. Employees may submit refreshed transcripts every six (6) months to reflect additional course work achievement.

3. Curriculum Committee

It is agreed that a Curriculum Committee, having been established, shall attempt to resolve problems arising from the implementation of the educational and training program contained in the Agreement.

ARTICLE 13. PROFESSIONAL AND TECHNICAL TRAINING

This type of training is non-academic in approach and is offered by such agencies as the vocational education schools, the Bureau of Public Administration, etc. It is designed to develop job-related skills rather than intellectual capabilities. The Town will pay tuition or instructional fees for approved professional and technical training.

It is agreed that the Town and the Association will jointly identify training needs. The Town will make available at least twenty (20) hours of professional and technical training per person per year. This training will include mandatory training classes required by the Maine Criminal Justice Academy to maintain an officer's certification.

ARTICLE 14. DEPENDENT CARE ASSISTANCE

The Town agrees to administer pre-tax dependent care assistance for employees who request such benefit, in accordance with the Town of Brunswick Flexible Benefits Plan.

ARTICLE 15. GRIEVANCE COMMITTEE - GRIEVANCE PROCEDURE

Section 1. The Grievance Committee of the BPBA shall be made up of three (3) members of the BPBP-MAP. The Police Chief and the Town Manager shall receive written notice of the names of such members of the Grievance Committee. Any change in membership of the Grievance Committee shall be reported to the Police Chief and the Town Manager in writing at least ten (10) days prior to the effective date of such change.

The term "grievance" shall mean any dispute over the application or interpretation of the language, terms or conditions of this collective bargaining agreement.

Non-probationary contract personnel shall not be disciplined in any way without just cause.

Any grievance arising during the term of the Agreement concerning the interpretation or application by the Town of any provision of this Agreement shall be adjusted as follows:

a. The Grievance Committee shall submit the details of any grievance in writing to the Chief of the Police Department within ten (10) days of the time when the employee is aware of the grievous incident. The Chief of Police shall meet with the Grievance Committee, labor representative, and the aggrieved employee, for the purpose of adjusting or resolving such grievance. The Chief of the Police Department shall render his decision on all grievances within seven (7) calendar days from the date of its submission to him.

b. In the event that the decision of the Chief of Police does not resolve a grievance, the Grievance Committee may submit the same in writing to the Town Manager within seven (7) calendar days following the date of the decision by the Chief of Police. The Town Manager shall meet with the Grievance Committee or a labor/legal representative thereof either with or without the aggrieved employee for the purpose of adjusting or resolving such grievance. The Town Manager shall render a decision in writing to the Grievance Committee within seven (7) calendar days following the meeting of such grievance to the Town Manager.

c. If the decision of the Town Manager does not resolve a grievance, the Grievance Committee may require the Town to proceed to arbitration of the grievance in the following manner:

The Grievance Committee shall, within fifteen (15) days of the receipt of the Town Manager's decision, send written notice to the Town Manager requesting arbitration of the grievance and designate a person selected by the Association as a member of a three-person arbitration board. Within five (5) days thereafter, the Town Manager shall designate a third member of said arbitration board. If the arbitrators chosen by the Association and the Town Manager shall be unable to agree upon a third arbitrator within said period, a request shall be made to the American Arbitration Association to designate a third member of said arbitration board. The third member of the arbitration board shall act as Chairman. The parties shall thereafter process the grievance as directed by the Board of Arbitration. The general expenses of the Board of Arbitration as well as the fee and expenses to be paid to the third member of said arbitration board shall be borne equally by the Association and the Town.

The decision of the arbitrator shall be final and binding upon both parties.

d. If agreed to by both the Town Manager and the Grievance Committee of the BPBA an alternate method of resolving a grievance shall be to request the services of the Maine Board of Arbitration and Conciliation.

ARTICLE 16. PAYROLL DEDUCTION OF DUES

The Town shall deduct Association dues once a month upon receipt of signed authorization from members. The Town shall forward all dues so collected to the Treasurer of BPBA.

ARTICLE 17. ON THE JOB INJURIES

Contract personnel who sustain compensable illness or injury which arises out of and in the course of employment shall be paid during each week of total incapacity, resulting from the injury or illness, an amount sufficient, when added to the weekly payment of Workers' Compensation paid under the laws of the state, to equal his/her regular weekly salary or normal wage.

However, until the worker's compensation claim is approved by the authorized worker's compensation administrator, the employee will use accumulated sick leave, compensation time or vacation. Upon approval of the claim, the time taken shall be re-credited to the employee's personnel records. The employee shall pay for all benefits while on worker's compensation leave as provided in the laws and regulations of the State of Maine when full salary payments provided in this Article expire.

Injured contract personnel may request on forms provided by the Town that the Town begin full payment of salary immediately to insure there will be no delay in Worker's Compensation benefits. The employee, however, must stipulate to reimbursement of such payments to the Town upon receipt of Workers' Compensation payments.

Such additional payments shall not be continued beyond twenty (20) weeks. No additional payments shall be made in any instance when, in the opinion of the department head and the Town Manager, the accident occurred as a result of intoxication, willful intent, violation of rules and regulations on the part of the employee or while the employee is in the employ of any other person, firm or corporation.

ARTICLE 18. RESIDENCE

Contract personnel must reside within the Town of Brunswick or within a thirty (30) mile radius of the Brunswick Municipal Building. (Non-connected islands are not within these thirty (30) miles.) New employees shall comply with this provision within six (6) months from the date of their employment by the Town. This period may be extended by the Chief of Police for an additional six (6) months.

ARTICLE 19. MEMBERS RIGHTS

A. Investigation of Police Misconduct.

Section 1. Members of the Brunswick Police Department hold a unique status as public officers, and the security of the Town and its citizens depends to a great extent upon the manner in which members of the department perform their many duties, or contacts and relationships with the public. Out of such contacts and relationships may arise questions concerning the actions of members of the force. Such questions may require prompt investigation by superior officers designated by the Chief of Police or other competent authority.

To insure that such investigations are conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each member of the department, the following rules of procedure are established and shall apply to all unit members who have completed the probationary period:

- 1) TIME OF INTERVIEW: The interview of an officer being investigated for a disciplinary violation must be at a reasonable hour, preferably while the officer is on duty and during the daylight hours.
- 2) IDENTIFICATION OF INVESTIGATING OFFICERS: The officer under investigation must be informed, in writing, of the officer in charge of the investigation and the officer who will be conducting the interview.
- 3) INFORMATION ABOUT THE INVESTIGATION: The officer must be informed, in writing, of the nature and scope of the investigation before the interview commences. The information must be sufficient to reasonably apprise the officer of the nature of the investigation.
- 4) LENGTH OF THE INTERVIEW: The length of an internal interview must be reasonable, with rest periods being called periodically for personal necessities, meals, telephone calls and rest.
- 5) PRESENCE OF COUNSEL: The officer under investigation may have counsel or a representative of his/her employee organization present with him/her during an interview. This representation is usually confined to counseling and not actual participation in the interview.
- 6) RECORDING OF INTERVIEW: The interview must be recorded, or videotaped. There can be no "off the record" questions.
- 7) CRIMINAL RIGHTS WARNING: If the officer is a suspect in a criminal investigation, he must be advised of his/her Miranda rights.
- 8) FURNISHING COPY OF INVESTIGATION: The officer under investigation has the discretion to request an exact copy of any written statement he has signed or a copy of the recording/videotape of the interview.
- 9) REFUSAL TO ANSWER QUESTIONS: The refusal of an officer to answer questions concerning non-criminal matters may result in disciplinary action.

In any case in which a police officer is being questioned as part of an official investigation of the Brunswick Police Department, which could result in administrative disciplinary action, the so-called Garrity Warning shall be given to the member concerned prior to the commencement of any questioning. The Garrity Warning shall be as follows:

"Officer _____ you are being questioned as part of an official investigation of the Brunswick Police Department. You will be asked questions relating to the performance of your official duties and conduct. You are entitled to assert your Fifth Amendment rights during the investigation. If you do so, you may be subject to suspension, termination or some other appropriate penalty. If you decide not to invoke the Constitutional privilege, anything said of an incriminating nature may not be used against you in a criminal proceeding."

The interview shall be conducted with as much confidentiality as possible. The interview of a member suspected of violating Department rules and regulations or other violations shall be limited to questions which are directly, narrowly and specifically related to the member's performance as it relates to the alleged violation.

If the member is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he/she shall be afforded all rights granted under such circumstances to other persons. In all cases in which a member is interviewed concerning a serious violation of Departmental rules and regulations, which if proven could result in his/her removal from the department, he/she shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his/her own choosing and/or Association Counsel before being interviewed, and his/her attorney and/or counsel may be present during the interview.

The investigation will be conducted without unreasonable delay and the member will be advised of the final outcome of the investigation.

B. Disciplinary Proceedings.

Section 1. Any member charged with a violation of Department rules and regulations, incompetence, misconduct, negligence, insubordination, disloyalty or other serious disciplinary infraction which could result in termination, may request a hearing provided such request is made in writing and delivered to the Chief of Police or his/her representative no more than five (5) days after the member is advised of the charge against him. No member shall be dismissed without first being given notice and an opportunity for a hearing whether he requests it or not. In the case of a member who has been suspended, the hearing shall, if requested by the member, be held no more than five (5) days after the date when the suspension began.

The member shall be informed of the exact nature of the charge and shall be given sufficient notice of the hearing date and time to allow him/her an opportunity to consult legal counsel, and prepare a defense. The hearing, which shall be before the Chief, or in his/her absence or incapacity, the acting Chief, shall be informal in nature. The member may be accompanied by his or her counsel. The member shall have the right to confer with his/her representative at any time during the hearing and shall have the right to have his/her representative speak on his/her behalf. Failure to follow the entire Member's Rights procedure shall result in dismissal of all charges, with prejudice, and destruction of all related records. This section is subject to the grievance process.

Section 2. Disciplinary actions or measures shall include only the following, but not necessarily in this order:

- Oral Reprimand
- Written Reprimand
- Suspension without Pay (Notice to be given in writing)
- Discharge (Notice to be given in writing)

Section 3. The Department administration retains the right to place an officer on administrative leave (with pay) for any length of time pending an investigation into a

documented incident, whether that incident involves an Internal Affairs Investigation or a matter of public safety including the officer's emotional stability, mental stability or for the officer's or Department's safety. Officers formally charged with a violation of a crime shall be suspended without pay.

C. Town of Brunswick Personnel Policy

Unless inconsistent with the terms of this contract, the rights and obligations of the Town of Brunswick personnel policies, as they may be amended, also apply to the members of the BPBA.

ARTICLE 20. PERSONNEL FILES

Section 1. Insofar as permitted by law, all personnel records, including home addresses, telephone numbers, and pictures of members shall be confidential and shall not be released to any person other than officials of the department and other town officials, except upon legally authorized subpoena or written consent of the member.

Section 2. Upon request, a 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 Chief or Commander. 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 a right to have added to his/her personnel file a written refutation of any material which he considers detrimental. Whenever any material, including evaluations, is inserted into the personnel file of an employee, such employee shall be promptly notified and given a copy of such material.

Section 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) days thereafter, the member may file a written reply. If the Chief thereafter places the written reprimand in the member's personnel file, he shall also include the reply.

Any and all reports or reprimands dealing with automobile infractions or accidents, after a period of three (3) years, without any infractions or accidents, shall be properly sealed into a package and attached to a letter from the Chief of Police. This package shall be opened only by the Chief of Police or proper authority by subpoena of the courts. These reports shall be given weight only as a course of conduct in a career that has been corrected in excess of the three-year period.

ARTICLE 21. VANDALISM REIMBURSEMENT

The Town agrees to reimburse the employee for vandalism damages sustained to a personal motor vehicle registered in the name of a person covered by this contract or his/her spouse while said vehicle is parked at the Police Department. The Town agrees to reimburse the employee for the actual cost of the deductible of the owner's automobile insurance up to a maximum of \$500 per incident.

ARTICLE 22. PHYSICAL FITNESS STANDARDS

Section 1. The Town of Brunswick and the BPBA jointly recognize that an employee's physical condition and fitness can have significant implications for the employee while in the performance of his or her duties. Therefore, all employees covered by this contract are encouraged to maintain a level of physical fitness appropriate to the demands of police work.

It is mutually agreed that an annual physical test will be implemented yearly. The test will be given on four dates in September. In order to assist employees in reaching and maintaining a high level of physical fitness, the Town of Brunswick agrees to purchase for each contract employee bound by the provisions of this section, as well as any contract employee who chooses to voluntarily comply with the provisions of this section, a health club membership to be paid by the Town in an amount not to exceed \$350 per year. The Town will pay up to this amount in monthly increments directly to a bona fide health club facility of the employee's choice. Employees who voluntarily elect to take part in this program are required to take the next physical fitness test given by the Department and to be bound by the results of that test in accordance with the provisions of Section 1. If an employee wishes to discontinue participation in this program, he/she may do so only after taking the test, and the employee must notify the Chief of Police in writing within seven (7) days of receiving the results of the test.

Any employee eligible for the \$350 health club membership may opt to use that sum to purchase fitness equipment for the workout room contained within the Police Department. Any equipment purchased hereunder will be the property of the Town of Brunswick. Any eligible employee, or group of eligible employees, may present to the Chief of Police or his or her designee, a purchase request for the purchase of the equipment. The funds will be made available within ten (10) days of the request.

The test components will include:

- 1) Aerobic capacity.
- 2) Strength

The Town of Brunswick and the BPBA jointly recognize that in accordance with Article 20 of this agreement, no standards established in this agreement will be discriminatory and the standards set are minimum standards. Different levels of fitness are established versus age.

The minimum test performance standards are established based upon the Maine Criminal Justice Academy physical fitness standards and programs as of the date of signing of this contract.

Those standards are as follows:

	AGE			
MALE	20-29	30-39	40-49	50-59
one minute sit-ups	37	34	28	23

push-ups	34	26	21	16
1.5 mile run	13:46	14:31	15:24	16:21
FEMALE	20-29	30-39	40-49	50-59
one minute sit-ups	31	24	19	13
Push-ups (monitored)	19	14	10	8
1.5 mile run	16:21	16:52	17:53	18:44

If an officer required to take the test (either due to date of hire or voluntary participation in the physical fitness program) fails a test (excluding the sit and reach component), the officer must retake and pass the test as follows:

- a) within 45 days (failed items only)
- b) within 180 days (all items) failure to pass from date of first test will result in termination.

Section 2. The Town and BPBA jointly agree that although the standards set forth in this Article are minimum standards, the demands of police work require an officer to maintain physical fitness beyond any established minimum. The Town and BPBA both encourage officers to work to exceed the minimums.

Section 3. The Town of Brunswick agrees to provide professional counseling twice each year to advise employees the proper ways to avoid injuries while exercising.

Section 4. The Town of Brunswick agrees to waive physical fitness requirements for any employee with job-related injuries that would preclude his/her performance on the physical fitness evaluations, as determined by the Town's physician. Further, should any contract employee be suffering from a temporary disability due to injury or accident off the job, the physical fitness examination may be postponed for a reasonable length of time at the request of the employee.

Section 5. The Town of Brunswick agrees that the physical fitness examination shall be administered to contract employees at times reasonable to their work schedules, with prior notice, and at least a full shift between the time the employee works and the time the test is administered.

ARTICLE 23. PHYSICAL FITNESS INCENTIVE PAY

The Town of Brunswick and the BPBA jointly recognize that if an employee can exceed the physical fitness standards, not only does it benefit the employee, but it benefits the Town.

- The Town will pay a bonus of \$300.00 (pre-tax) to any employee who can meet or exceed the 50th percentile for push-ups, sit-ups and the 1.5 mile run as set forth by the Maine Criminal Justice Academy (see below chart).

- The Town will pay a bonus of \$963.00 (pre-tax) to any employee who can meet or exceed the 60th percentile for push-ups, sit-ups and the 1.5 mile run as set forth by the Maine Criminal Justice Academy (see below chart).
- The Town will pay a bonus of \$1,445.00 (pre-tax) to any employee who can meet or exceed the 70th percentile for push-ups, sit-ups and the 1.5 mile run as set forth by the Maine Criminal Justice Academy (see below chart).

Percentile	Fitness Test	Male				Female			
		20-29	30-39	40-49	50-59	20-29	30-39	40-49	50-59
50th	Maximum Push-up Test	33	27	21	15	18	13	11	5
	One Minute Sit-up Test	40	36	31	26	34	27	22	17
	1.5 Mile Run	12:18	12:54	13:53	14:55	14:55	15:26	16:27	17:24
60th	Maximum Push-up Test	37	30	24	19	21	15	12	7
	One Minute Sit-up Test	42	39	34	28	38	29	24	20
	1.5 Mile Run	11:41	12:20	13:14	14:24	14:24	15:08	15:57	16:58
70th	Maximum Push-up Test	41	34	26	21	24	18	14	9
	One Minute Sit-up Test	45	41	36	31	41	32	27	22
	1.5 Mile Run	10:47	11:43	12:34	13:45	13:53	14:24	15:26	16:27

If an employee desires to attempt to earn the bonuses, he/she must notify the Chief of Police or his/her designee prior to taking the annual physical fitness test outlined in Paragraph 21 and provide a note from a doctor that it is safe for the employee to attempt to attain the 50th percentile, 60th percentile, 70th percentile or attempt to attain all three categories. The doctor's note must be dated within the year immediately preceding the test. If the Maine Criminal Justice Academy changes the standards (up or down) the standards for the bonus will not be adjusted from the below charts without consent of both the Town and the BPBA.

In order to qualify for the bonus, the tests must be performed according to the standards of the Maine Criminal Justice Academy (i.e., proper form). The time for performance is at the annual physical fitness test outlined in Article 21. There is no opportunity to retake an item(s) of the test which did not meet the required percentile to be awarded the bonus.

ARTICLE 24. ANNUAL HEALTH EXAMINATION

The Town agrees to provide an annual health examination to all employees covered by this contract. Said examination to be paid for by the Town and will include the following:

- Basic physical examination (vital signs, vision test, musculoskeletal screening)
- Exertion Test
- Range of Motion Exercise Test

- Chemical Panel and Screening (blood work-up, urinalysis)
- TB Test
- Tetanus Update (if required)

An employee may choose to have the annual physical examination done by their own personal physician; however, the cost of the exam will then be borne by the employee. The Town recommends that all areas of the examination typically covered by the Town's health care provider be covered by the employee's physician (see attached letter dated 6/20/97 from OHA).

ARTICLE 25. EQUAL OPPORTUNITY

The Town in cooperation with the MAP will encourage equal opportunity and prohibit discrimination in all phases of employment including recruitment, recruitment advertising, hiring, and rates of pay, job classification, fringe benefits, training opportunities, promotions, transfers, disciplinary actions and terminations.

ARTICLE 26. SEVERABILITY CLAUSE

In the event that any provision of this Agreement is found to be in conflict with any laws of the State of Maine or Ordinance of the Town of Brunswick, such invalidity shall not affect the validity of the remaining provisions.

ARTICLE 27. DURATION OF AGREEMENT

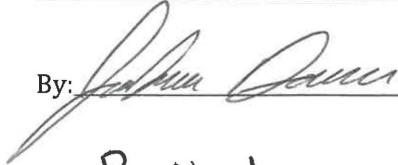
This Agreement shall be in full force and effect from July 1, 2020 to and including June 30, 2021, and shall continue from year to year thereafter unless, after the duration herein stated, a new agreement has been negotiated and executed by the parties.

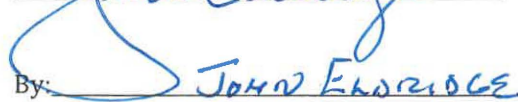
BRUNSWICK POLICE BENEFIT ASSOCIATION

TOWN OF BRUNSWICK

Josh Bernier

John Elledge

By: 

By: 

Title: President Date: 1/15/21

Title: Town Manager Date: 1/20/2021

Wage Scale
January 1, 2021 - June 30, 2021

Hourly	0	1	2	3	4	5	6	7	8	9	10	11
Patrol Officer	\$ 22.3893	\$ 22.7251	\$ 23.0660	\$ 23.4120	\$ 23.7632	\$ 24.1196	\$ 24.4813	\$ 24.8485	\$ 25.2212	\$ 25.5995	\$ 25.9835	\$ 26.3733
Patrol Officer w/60+ college credits	\$ 23.8819	\$ 24.2401	\$ 24.6037	\$ 24.9728	\$ 25.3473	\$ 25.7275	\$ 26.1135	\$ 26.5051	\$ 26.9027	\$ 27.3062	\$ 27.7159	\$ 28.1316
Patrol Officer w/bachelor degree	\$ 25.3745	\$ 25.7551	\$ 26.1415	\$ 26.5336	\$ 26.9316	\$ 27.3356	\$ 27.7456	\$ 28.1618	\$ 28.5843	\$ 29.0131	\$ 29.4483	\$ 29.8900
Dtvc & SRO	\$ 23.3968	\$ 23.7478	\$ 24.1040	\$ 24.4655	\$ 24.8325	\$ 25.2049	\$ 25.5830	\$ 25.9666	\$ 26.3562	\$ 26.7514	\$ 27.1527	\$ 27.5601
Dtvc & SRO w/60+ college credits	\$ 24.9566	\$ 25.3310	\$ 25.7109	\$ 26.0965	\$ 26.4880	\$ 26.8852	\$ 27.2886	\$ 27.6979	\$ 28.1134	\$ 28.5351	\$ 28.9631	\$ 29.3975
Dtvc & SRO w/bachelor degree	\$ 26.5164	\$ 26.9142	\$ 27.3179	\$ 27.7276	\$ 28.1435	\$ 28.5657	\$ 28.9942	\$ 29.4292	\$ 29.8706	\$ 30.3187	\$ 30.7735	\$ 31.2350
Sergeant						\$ 27.8266	\$ 28.2022	\$ 28.5829	\$ 28.9688	\$ 29.3598	\$ 29.7562	\$ 30.1579
Sergeant w/60+ college credits						\$ 29.6817	\$ 30.0823	\$ 30.4884	\$ 30.9001	\$ 31.3173	\$ 31.7400	\$ 32.1684
Sergeant w/bachelor degree						\$ 31.5371	\$ 31.9628	\$ 32.3943	\$ 32.8317	\$ 33.2748	\$ 33.7240	\$ 34.1793
Detective Sergeant						\$ 29.0787	\$ 29.4713	\$ 29.8691	\$ 30.2723	\$ 30.6810	\$ 31.0953	\$ 31.5150
Detective Sergeant w/60+ college credits						\$ 31.0174	\$ 31.4361	\$ 31.8604	\$ 32.2905	\$ 32.7265	\$ 33.1683	\$ 33.6160
Detective Sergeant w/bachelor degree						\$ 32.9562	\$ 33.4012	\$ 33.8520	\$ 34.3091	\$ 34.7722	\$ 35.2415	\$ 35.7173
LT								\$ 30.7486	\$ 31.1176	\$ 31.4911	\$ 31.8689	\$ 32.2513
LT w/60+ college credits								\$ 32.7987	\$ 33.1923	\$ 33.5906	\$ 33.9938	\$ 34.4016
LT w/bachelor degree								\$ 34.8488	\$ 35.2669	\$ 35.6901	\$ 36.1184	\$ 36.5517
Detective LT								\$ 32.1324	\$ 32.5180	\$ 32.9081	\$ 33.3030	\$ 33.7027
Detective LT w/60+ college credits								\$ 34.2747	\$ 34.6860	\$ 35.1022	\$ 35.5235	\$ 35.9497
Detective LT w/bachelor degree								\$ 36.4170	\$ 36.8540	\$ 37.2962	\$ 37.7437	\$ 38.1966