AGREEMENT
TOWN OF BRUNSWICK
AND
BRUNSWICK POLICE BENEFIT ASSOCIATION-
MAINE ASSOCIATION OF POLICE

AGREEMENT made this _____day of June, 2006, but effective as of July 1, 2005 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-MAINE ASSOCIATION OF POLICE** (hereinafter referred to as "BPBA-MAP").

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-MAP as the sole and exclusive collective bargaining agent for all employees in the following titles:

Patrol Officer	Detectives	Sergeant
Lieutenant	Marine Resources Warden	School Resource Officer

Those persons covered by this Agreement shall hereinafter be referred to as "contract personnel". (Amended 9/93)

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-MAP 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-MAP representatives shall be allowed, within reasonable limits and with the consent of their immediate supervisor, to post BPBA-MAP notices; transmit communications and consult with the Chief of Police and BPBA-MAP 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. (Amended 11/93)

Section 5. The BPBA-MAP may use the Town premises for BPBA-MAP 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 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 is longer. For the purposes of acquiring any fringe benefit privileges which refer to a probationary period, that period shall then be defined as one year from the employee's anniversary date of hire. (Amended 7/1/97).

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-MAP 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. (Amended 7/95).

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

Section 3. The BPBA-MAP 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 July 1, 2005, for the first year of the contract, the current salary scale shall increase 2%. Effective July 1, 2006, in the second year of the contract, the salary scale shall increase 3%. Effective July 1, 2007, in the third year of the contract, the salary scale shall increase 4%. (See attached pay scales)

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 Step A on the pay scale of Sergeant. Temporary service, out-of-rank, does not constitute a promotion. (Amended 7/01)

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 an 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. **Competitive Adjustment Pay**

Effective July 1, 2006**,** after an officer has been paid at Step E on the patrol pay scale for the period of one year, the officer shall receive $0.30 per hour additional pay as competitive adjustment pay until such time as the officer begins to receive a longevity bonus.

Section 5. **Longevity Bonuses**

Effective July 1, 2005, commencing on the date of the first payroll following an employee's completion of five (5) or more years of service, that employee shall receive a longevity bonus to be paid on an hourly basis, and which shall not be considered part of the base wage when calculating future wage increases, and paid according to the following schedule:

July 1, 2005-June 30, 2006

Years of Service	Annual Amount	Hourly Pay
6-12	$1,872.00	$ .90 per hour
13-17	$2,288,00	$ 1.10 per hour
18 and more	$2,704.00	$ 1.30 per hour

July 1, 2006-June 30, 2007

Years of Service	Annual Amount	Hourly Pay
6-12	$2,080.00	$ 1.00 per hour
13-17	$2,496,00	$ 1.20 per hour
18 and more	$2,912.00	$ 1.40 per hour

After July 1, 2007

Years of Service	Annual Amount	Hourly Pay
6-12	$2,288.00	$ 1.10 per hour
13-17	$2,704,00	$ 1.30 per hour
18 and more	$3,120.00	$ 1.50 per hour

Amended (7/05)

Section 6. **Working Hours and Overtime**

The regular workweek 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.

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 ½) 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 his representative, shall post detail schedules at least five days prior to the event when time allows in order that a full-time officer may indicate his interest in the detail by signing his 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 three (3) hours pay at one and one-half (1 ½) the base hourly rate for unscheduled callback time.

Section 7. Court Time

Contract personnel required to make off-duty attendance at court shall receive a minimum of three (3) 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 three (3) hours shall be reimbursed at the rate of time and one-half (1 ½) 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. Effective July 1, 2007, court time shall be increased to a minimum of four (4) hours pay at time and one-half and required attendance in excess of four (4) hours shall be reimbursed at time and one-half.

Section 8. 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 $700.00 per person for replacement of uniforms and accessory clothing and equipment, including flashlights, gloves, shoes, protective vests and brief cases. The two Detectives, the Sergeant of Support Services, the two Youth Aid Officers, School Resource Officers and the Community Policing Officer will receive a lump sum payment which will equal $700 after taxes, per employee, per fiscal year for clothing allowance. (Amended 7/99) (Amended 7/01) (Amended 7/03)

An officer may requisition up to two hundred and sixty dollars ($260.00) 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, per memo of 8/10/99 from the Chief. (Amended 7/01) (Amended 7/03)

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 Seven Hundred Dollars ($58.33) per month, after the employees one 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 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 one hundred and seventy five dollars ($175.00) 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. (Amended 7/95)

Body armor shall be provided by the Town as follows:

For all employees hired after July 1, 1993: A new vest shall be provided by the Town and must be worn at all times when on duty and dressed in police uniform; replacement vests shall be provided when necessary due to normal wear and tear in accordance with manufacturer's recommendations as determined by the Chief of Police. The requirement to wear vests while on duty as provided herein may be waived by the Chief or his designee for special circumstances.

For all employees hired prior to July 1, 1993: Replacement vests, if requested by the employee, shall be provided by the Town when necessary due to normal wear and tear in accordance with manufacturer's recommendations as determined by the Chief of Police; all personnel in this category who are issued replacement vests shall be required to wear them at all times when on duty and dressed in police uniform. The requirement to wear vests while on duty as provided herein may be waived by the Chief or his designee for special circumstances. (Amended 11/93).

Section 9. Special Assignment Pay

The 5-2 employees listed below will receive special assignment pay added to their base pay. These positions will not receive holiday pay and will have all holidays off. The special assignment pay will be the set amount in the attached pay scales but will be calculated using the following formula:

120 hours X Top Step hourly Patrol Rate (for Detective, SRO and CPO) or Sergeant or Lieutenant Rate for Detective Sergeant and Lieutenant Support Services X .77 divided by 2080=additional hourly pay (to be added to base hourly rate) to be adjusted on a yearly basis. The Marine Warden formula will be the one half the difference between the Patrol and Sergeant added to Patrol Rate.

Detective/Community Police Officer	Marine Warden
Detective Sergeant	Lieutenant Support Services
	School Resource Officer

(Amended 7/03)

Section 10. Promotion from Sergeant to Lieutenant

In the event a Step C Sergeant is promoted to Lieutenant, the starting pay will be, at a minimum, Step B. In the event a Step D Sergeant is promoted to Lieutenant, the starting pay will be, at a minimum, Step C. (Amended 7/05)

Section 11. Change in Work Week

At a time selected by the Town (with reasonable notice), following July 1, 2006, the Town will change the work week from Wednesday through Tuesday to Sunday through Saturday. Due to the change in workweek, some employees will only have an opportunity to accrue as little as 10 hours of work during the first period of the new pay schedule (the "shortened work week"). In order to compensate for the inability to work a 40 hour week, the Town will

advance each employee the number of hours of wages needed to make up the difference between the actual regular hours worked during the shortened workweek and 40 hours. The wages advanced may be repaid though the use of compensatory time, personal days, vacation time or through a reduction in future paychecks, at the employee's sole election, but the employee must give advance notice of how he/she intends to pay back the advanced hours or a form proscribed by the Town. The wages advanced must be completely paid back within 30 weeks of the advance. Any work done during the shortened work week which would have been paid at overtime/compensatory time rates but for the shortened work week will still be paid at overtime/compensatory time rates (i.e., if a Sergeant had an overtime shift scheduled for the Friday of the shortened workweek, he will still get overtime pay for the shift, notwithstanding the fact that he will only have accrued 10 hours of regular pay during the shortened work week).

ARTICLE 5. LIABILITY INSURANCE

The Town shall furnish professional liability insurance coverage, so-called, with the liability limits of $100,000/$300,000/$500,000, 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. (Amended 7/05).

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 an employee prefers, he/she may elect to pay the 15% employee share on a post-tax dollar basis. (Amended 7/95).

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 weekly basis, four weeks a month, 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.

Amended (7/05)

ARTICLE 7. RETIREMENT

The Town agrees to maintain that provision of the Maine State Retirement System (MSRS) which allows retirement of police officers after twenty (20) years of service at one-half (1/2) pay regardless of age, for employees hired prior to January 1, 1990. Employees hired after that date will be permitted to retire after twenty-five (25) years of service at one-half (1/2) pay regardless of age.

Effective July 1, 1997, the Town will adopt the necessary changes to implement COLA benefits (cost of living adjustments) for all regular, full-time employees enrolled in the MSRS. 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 offers to administer payroll deductions from two (2) deferred compensation plans. The Section 457 plans enable employees to defer a portion of their compensation, and thereby the tax, until retirement or withdrawal.

When an employee chooses an alternative retirement plan instead of Maine State Retirement System (MSRS), the Town shall contribute two times the employee contribution, to a maximum of 6% of the employee's gross weekly salary into any 457 plan currently offered by the Town of Brunswick. If the employee chooses to participate in both the MSRS and an alternative retirement plan, the town will not be responsible for contributing to the optional plan listed above. (Amended 7/03)

ARTICLE 8. SICK LEAVE

Sick leave is earned at the rate of eight or ten hours for each full calendar month of service, depending on the actual hours worked on a normal day during the greater portion of the month in which credit is earned. Sick leave may be accumulated not to exceed thirteen hundred (1300) 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. (Amended 7/95; 7/99)

Probationary employees shall be entitled to paid sick leave from date of employment. Contractor personnel, upon retirement under the provisions of the Maine state Retirement System, will be paid an amount equal to wages for one-third of the number of hours of accrued sick leave, up to a maximum of 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
Stepchild	Sister	Father-in-law
Grandparent	Grandchild	Person Living in Same Household

(Amended 11/93) (Amended 7/05)

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 his 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	
For years 7-13, accrue at this rate:(3 wks./yr.)	
Weekly accumulation (in hours)	2.308
120 hours/year	
For years 14-19, accrue at this rate: (4 wks./yr.)	
Weekly accumulation (in hours)	3.077
160 hours/year	
For years 20+, accrue at this rate: (5 wks./yr.)	
Weekly accumulation (in hours)	3.846
200 hours/year	

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 six (6) months of continuous employment, subject to the approval of the department head.

Section 5. Any employee, regardless of length of service, may accrue up to 240 hours of vacation leave. If an employee accumulates more than 240 hours of vacation, such time in excess of 240 hours will be lost. (Amended 7/95)

ARTICLE 11 HOLIDAYS/PERSONAL DAY

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

New Year's Day	Martin Luther King Day
President's Day	Patriot's Day
Memorial Day	Independence Day
Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day
Christmas Day	Day after Thanksgiving (Amended 7/1/97)

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:

SUN	MON	TUES	WED	THUR	Holiday FRI	SAT	Total Hrs
Off	10	10	10	10	**10**	Off	65

EXAMPLE 2 "Special" Holiday with Overtime:

SUN	MON	TUES	WED	THUR	FRI	SAT	Total Hrs
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:

SUN	MON	TUES	WED	THUR	FRI	SAT	Total Hrs
Off	Off	10	10	10	**25**	Off	55

Holiday	10	Straight Time
1.5 Time	15	Straight Time

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

SUN	MON	TUES	WED	THUR	FRI	SAT	Total Hrs
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.

One "Personal Day" off (per fiscal year) may be selected by contract personnel with a minimum of two day's 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.
(Amended 7/95)

Each non-probationary employee shall be granted one additional "no cost to Town" personal day per fiscal year, commencing July 1, 2006. This "no cost" personal day may be used by contract personnel with a minimum of two day's 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.
(Amended 7/05).

ARTICLE 12 EDUCATIONAL PAY 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 and will pay an incentive bonus for educational and training achievement. Furthermore, it is agreed that the Town and the Association will jointly identify and meet training needs. The program has three (3) parts: Education assistance, the incentive pay system and the establishment of 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 dated 5/31/95.

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

In this connection "Approved Course Work" for Associate and Bachelor degrees shall include one 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. (Amended 7/01)

b. 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.

c. The Town will make available at least twenty (20) hours of professional and technical training per person per year. This training will include the mandatory training classes required by the Maine Criminal Justice Academy to maintain an officer's certification. **(Amended 7/05)**

d. Police Library

The Town shall build up a police library for use of the department through the purchase of one 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. Point System

Points will be awarded as follows:

a. One point for each twenty (20) accumulated hours of class time of approved professional and technical training completed on member's free time at short courses, seminars and workshop sessions.

b. One point for each fifteen (15) accumulated hours of class time for approved professional and technical training completed in course work requiring over thirty (30) hours of class time, e.g. extended course in first aid at the Vocational Educational Institute or at the Parkview Memorial Hospital.

c. One point for each academic credit earned at an accredited institution for higher learning up to the bachelor degree level. No points shall be awarded for courses taken beyond the bachelors degree level.

To be eligible, course work must receive at least a grade "C" and be in one 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. Additional areas of study may be considered for the purpose of awarding points under this section upon written application therefore to the Curriculum Committee including the purported relationship between the area of study in question and law enforcement.

d. In those situations where class time is not an adequate standard for determining the point award for training, either the administration or the Association may submit the question to the Curriculum Committee for resolution. If the Curriculum Committee is unable to satisfactorily resolve the problem, the matter may be handled in accordance with the grievance procedure.

3. Incentive Increases

a. Incentive increases shall be based on ten dollars ($10.00) per point, per annum. The transcript of record or certificate of completion and any necessary paperwork documenting the number of class hours must be submitted to the Curriculum Committee for consideration and approval prior to any such payment.

b. In addition to the incentive set forth in 3a above, the following additional incentive shall be paid non-probationary employees computed on the employee's annual base salary above $15,000:

15 credit hours	2.5%
30 credit hours	3.5%
45 credit hours	4.5%
60 credit hours	5.5%
90 credit hours	7.5%
120 credit hours	10.0%

4. Curriculum

It is agreed that a Curriculum Committee shall be established to identify training and educational needs and develop plans to meet these needs. The Committee shall consist of three (3) representatives from management and three (3) from the Association. The Committee will make recommendations concerning the curriculum for departmental training and education on an annual basis. The Curriculum Committee shall further attempt to resolve problems arising from the implementation of the educational and training program contained in the Agreement.

a. All credit for education in approved course work as defined heretofore from an accredited college or university approved by the Curriculum Committee and Chief of Police obtained prior to employment with the Town of Brunswick shall be eligible for incentive pay. Professional or technical training commenced subsequent to employment shall also qualify for incentive pay.

b. Probationary Office Eligibility. Probationary contract personnel shall not be entitled to educational incentive pay benefits.

c. Basic Training Not Eligible. Basic training is not eligible for incentive pay.

d. Payment. The annual incentive pay shall be divided so as to be paid on a weekly basis and adjusted every six (6) months to reflect additional course work achievement. (Amended 7/95)

5. Credit for On-Line and Correspondence Classes

On-line or correspondence classes are eligible for compensation pursuant to this Article as long as the employee can produce evidence (a letter, list, etc.) that a campus of the University of Maine System would award transfer credits for the on-line or correspondence class.

ARTICLE 13 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. **(Amended 7/03)**

ARTICLE 14 GRIEVANCE COMMITTEE - GRIEVANCE PROCEDURE

Section 1. The Grievance Committee of the BPBA-MAP. 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 or a representative thereof, 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 the Police Department. The Town Manager shall meet with the Grievance Committee or a representative thereof either with or without the aggrieved employee for the purpose of adjusting or resolving such grievance and shall render his decision in writing to the Grievance Committee within seven (7) calendar days following the submission of such grievance to him.

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 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-MAP an alternate method of resolving a grievance shall be to request the services of the Maine Board of Arbitration and Conciliation. (Amended 9/93) (Amended 11/93)

ARTICLE 15 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-MAP.

ARTICLE 16 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 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 17 RESIDENCE

Contract personnel must reside within the Town of Brunswick or within a twenty (20) mile radius of the Brunswick Municipal Building. (Non-connected islands are not within these 20 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 months. (Amended 7/01)

ARTICLE 18 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 INTERROGATION: The interrogation 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 interrogation.

3) INFORMATION ABOUT THE INVESTIGATION: The officer must be informed, in writing, of the nature and scope of the investigation before interrogation commences. The information must be sufficient to reasonably apprise the officer of the nature of the investigation.

4) LENGTH OF THE INVESTIGATION: The length of an internal investigation 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 interrogation. This representation is usually confined to counseling and not actual participation in the interrogation.

6) RECORDING OF INTERROGATION: The interrogation must be recorded mechanically or by a stenographer. 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 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 of the interrogation.

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 interrogation shall be conducted with as much confidentiality as possible. The interrogation of a member suspected of violating Department rules and regulations 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 shall be afforded all rights granted under such circumstances to other persons. In all cases in which a member is interrogated concerning a serious violation of Departmental rules and regulations, which if proven could result in his removal from the department, he shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his own choosing and/or Association Counsel before being interrogated, and his attorney and/or counsel may be present during the interrogation.

The investigation will be conducted without unreasonable delay and the member will be advised of the final outcome of the investigation. (Amended 11/93)

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 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 an opportunity to consult legal counsel, and prepare a defense. The hearing, which shall be before the Chief, or in his 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 representative at any time during the hearing and shall have the right to have his representative speak on his 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.

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-MAP. (Amended 7/05)

ARTICLE 19 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 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 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. (Amended 11/93)

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. (Amended 11/93)

ARTICLE 20 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 Municipal Building. 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. (Amended 9/93)

ARTICLE 21 PHYSICAL FITNESS STANDARDS

Section 1. The Town of Brunswick and the BPBA-MAP 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 during the calendar year 1990 for employees hired after January 1, 1990. The test will be given on four dates in October, each on a different days of the week, during four successive weeks. 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. Payment to health club facilities under the provisions of this Section to begin on December 1, 1993. (Amended 7/95) (Amended 7/05)

The test components will include:

1) Aerobic capacity.
2) Strength
3) Flexibility
4) Body weight and body composition

The Town of Brunswick and the BPBA-MAP 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**
sit & reach	16.0"	15.0"	13"	12"
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**
sit & reach	18"	17"	16"	15"
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

Employees hired prior to January 1, 1990 although not mandated, are encouraged to voluntarily comply with the physical fitness requirement. (See Article 20 Section 1).

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**:** (Amended 7/01)
a) within 90 days (failed items only)

b) within 1 year (all items)
failure to pass will result in one step reduction in pay and must retest on all items within 90 days
c) within 2 years (all items)
failure to pass from date of first test will result in termination.

Section 2. The Town and BPBA-MAP 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-MAP 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 22 PHYSICAL FITNESS INCENTIVE PAY

The Town of Brunswick and the BPBA-MAP 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 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) and an additional $300.00 bonus to any employee who can meet or exceed the 60th percentile (see below chart). The bonuses will be paid in a lump sum and not added to base pay.

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 or both. 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-MAP.

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.

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

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	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"

ARTICLE 23 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 24 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, rates of pay, job classification, fringe benefits, training opportunities, promotions, transfers, disciplinary actions and terminations.

ARTICLE 25 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 26 DURATION OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2005 to and including June 30, 2008, 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.

TOWN OF BRUNSWICK		**BRUNSWICK POLICE BENEFIT ASSOCIATION-MAINE ASSOCIATION OF POLICE**	
BY:	DATE:	BY:	DATE:
BY	DATE:	BY:	DATE: