

Agreement Between
Maine Association of Police
And
TOWN OF BERWICK
for the
POLICE DEPARTMENT

July 1, 2023 through June 30, 2026

POLICE ASSOCIATION AGREEMENT

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ARTICLE 1. PREAMBLE

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

ARTICLE 2. RECOGNITION

The Town of Berwick (Town) recognizes MAINE ASSOCIATION OF POLICE as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours and other conditions of employment for all eligible employees within the Bargaining Unit, as determined in accordance with the Municipal Public Employees Labor Relations Act.

ARTICLE 3. RESIDENCY

All police officers are encouraged to establish their residency in the Town of Berwick; however upon completion of the probationary period all officers will be required to live within 30 road miles, to police headquarters. The Chief of Police may, with the approval of the Town Manager, waive this requirement when it is determined to be in the best interest of the Town of Berwick.

ARTICLE 4. NONDISCRIMINATION

- A. The Town and the ASSOCIATION agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin or age, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin or age.
- B. The Town and the ASSOCIATION agree that there will be no discrimination by the Employer or the ASSOCIATION against any employee because of any employee's lawful activity and/or support of the ASSOCIATION or acting in official capacity.
- C. The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of sex.

ARTICLE 5. BULLETIN BOARDS

The Town agrees to provide suitable space for and maintain a bulletin board. The ASSOCIATION shall limit its use of the bulletin board to official ASSOCIATION business.

ARTICLE 6. IDENTIFICATION

Should the Town find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Town.

ARTICLE 7. UNIFORMS AND EQUIPMENT

- A. The Town agrees that all full-time employees covered by this Agreement shall be provided the following items of clothing and equipment, at no cost to the employee. All uniforms and equipment remain the property of the Town of Berwick. Uniforms style will be determined by the Chief or his/her designee.

Uniform:

- 3 long sleeve Class B shirts
- 3 short sleeve Class B shirts
- 3 pants Class B
- 2 long sleeve Class A shirts
- 2 long sleeve Class A shirts
- 2 pants Class A
- 1 summer jacket
- 1 winter jacket
- 1 necktie
- 1 ball cap
- 1 winter hat
- 1 pair search gloves
- 1 pair winter gloves
- 1 raincoat
- 1 cap cover
- 1 pair boots

Equipment:

- 1 badge for coat
- 1 badge for shirt
- 1 badge for hat
- 1 set of collar insignia
- 2 name plates
- 1 weapons belt
- 1 pant belt
- 1 handgun
- 1 rifle
- 1 retention holster
- 1 pair handcuffs and case
- 1 firearm magazine holder
- 1 21" ASP baton with scabbard
- 1 OC spray with case
- 1 Taser
- 1 glove pouch
- 1 duty bag
- 1 ballistic vest

New hires required to attend MCJA
BLEPT will be issued Academy
Package.

- B. The Town agrees to replace all items of uniforms and equipment damaged while in the performance of the employee's duties and the Town agrees to replace any part of the uniform or equipment deemed necessary to maintain a professional appearance at all times. The employee shall replace any item of uniform or equipment lost or damaged outside the line of duty.
- C. The employee may purchase additional clothing and equipment if authorized by the Chief of Police.
- D. Each full-time employee will receive \$1,000 in the second paycheck issued in July 2023 and every July thereafter for the duration of this contract to cover the cost of uniform and equipment purchases and the professional cleaning of uniforms. New employees will not receive a clothing allowance during his/her first year of employment; however, the Town will reimburse these officers for professional dry cleaning of uniforms. From the employee's first year employment anniversary to the end of fiscal year, the employee will receive a prorated share of clothing allowance and the beginning of the next fiscal year the employee will receive a full clothing allowance. The uniforms and equipment must meet the current uniform and equipment standards. This annual payment will be considered a taxable event, and appropriate withholdings will be made.

The detective is the only employee authorized to purchase civilian clothing with allowance funds. The civilian clothing purchased must be suitable for its intended use during working hours.

- E. For the purposes of subparagraph A, uniform does not include body armor which will be issued to all full-time employees at no cost to the employee. Body armor damaged while in the performance of the employee's duties shall be replaced by the Town at no cost to the employee.

ARTICLE 8. DEFECTIVE EQUIPMENT

- A. The Town shall not require employees to take out on the streets or highways, any vehicle or equipment that is not in safe operating condition. Employees may refuse to operate any such vehicle or equipment if such refusal is justified and reported to a supervisor. Any vehicle or equipment which is justifiably refused because of not being in safe operating condition shall be tagged and secured so that it cannot be used by other officers until the vehicle or equipment has been adjusted or corrected.
- B. Employees shall immediately, or at the end of their shift, report all defects in equipment. Such reports shall be made on a suitable form furnished by the Town and shall be made in multiple copies, one copy to be retained by the employee. The Town shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition, until same has been approved as being safe by the Police Chief or his/her designee.

ARTICLE 9. OUTSIDE DETAILS

- A. The Town agrees that full-time employees shall have first preference for special duties or assignments and where guidance, surveillance or presence is required. Employees who work on any outside functions shall receive a guaranteed minimum of four (4) hours for each assignment, with the exception of school or other non-profit functions in which the guarantee will be three (3) hours.
- B. Effective upon signing of the contract, employees will receive sixty-five (\$65) per hour for all details payable in the following week pay period. Employees agree to provide proper documentation for all outside details on forms provided for that purpose.
 - 1. Detail will be defined as the following: Events, clinics or assignments where the Town receives reimbursement are eligible for Outside Detail Pay.
 - 2. Events such as parades, concerts, recreational programs, other community events, duties or assignments funded by the Town of Berwick and that the Town does not receive reimbursement for are not eligible for Outside Detail Pay.

ARTICLE 10. SAFETY

The ASSOCIATION agrees to adhere to the following "Safety Policy":

The Town recognizes that police officers encounter hazardous situations in the performance of their duties. In some cases police officers enter into situations that they know are dangerous in order to carry out their sworn duties. The following Safety Policy is not intended to govern those times when a police officer is handling an emergency situation. The policy is intended to provide guidance for the normal working conditions and procedures in between those emergency events.

Employees of the Town are our prime assets. It is, therefore, Town policy to provide all employees with a safe and healthy environment in which to work. To this end, a Safety Policy is established to: promote safe working habits and practices, eliminate or minimize hazardous working conditions, provide safety education and accident training, conform to applicable safety standards and requirements promulgated under federal, state, and local laws.

Responsibilities

The success of the Policy depends upon the participation and support of all employees at all levels.

- 1. Those employees who supervise others are responsible for: insuring that all employees under their supervision are thoroughly acquainted with the safety policy and procedures that follow and that they are enforced; insuring that all required employee safety notices, reports, logs, material safety data sheets, etc., are posted in appropriate areas; surveying work areas and activities for unsafe conditions and/or unsafe operations that may exist and taking action to remedy the situation; reporting all injuries and accidents to the Police Chief or designee immediately; participating in safety meetings.

2. All employees are responsible for: using prudence in all their activities, commensurate with the work at hand; reporting the unsafe condition of any equipment or material which they consider to be unsafe and any unusual or developing hazards; warning others who they believe to be endangered by known hazards or by failure to observe safety precautions and of any unusual or developing hazards; immediately reporting to their supervisors any accident, injury or evidence of impaired health occurring in the course of work; making proper use of all safeguards and protective equipment provided them and at all times, observing the safety rules and instructions governing their equipment; participating in safety meetings.
3. Employees failing to follow reasonable and prudent safety guidelines may be subject to disciplinary action.

Accidents

All accidents to personnel, no matter how minor, during the work schedule, must be reported immediately to the Police Chief or immediate supervisor, and a written report will be made on forms provided for that purpose.

1. All employees suffering an on-the-job accident will be sent to a Town approved doctor for examination, if necessary. The expense for this will be paid by the Town's Workers Compensation Insurance.
2. Time lost because of accidents incurred while on duty will not be deducted when computing length of service unless it is determined that the employee was negligent.

ARTICLE 11. POLICY ON HARASSMENT

The ASSOCIATION agrees to adhere to the following "Policy on Harassment":

The Town's employees shall not be subject to harassment of any kind while working for the Town. Harassment as defined in this Policy is prohibited. It applies not only to supervisor- subordinate actions but also to actions between co-workers. Complaints of harassment will be investigated promptly and, if proven, appropriate corrective action will be taken. There will be no intimidation, discrimination or retaliation against any employee who makes a report of harassment.

B. Sexual Harassment

Harassment on the basis of sex is a violation of law and will not be tolerated. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. submission to such conduct is made either explicitly a term or condition of an individual's employment;

2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

When an employee feels that he/she is being subjected to sexual harassment by an employee, the employee should report same to the Police Chief. The Police Chief shall immediately investigate the complaint(s) and shall take whatever corrective action that he/she deems necessary to remedy the situation. If the Police Chief is the subject of the complaint, the employee should report same to the Town Manager. Any investigation into allegations of sexual harassment must observe the maximum degree of confidentiality as required by law. Following an appropriate investigation, any employee who is found to have engaged in sexual harassment will be subject to discipline up to and including discharge.

C. Verbal Harassment

Derogatory or vulgar comments regarding a person's sex, religion, age, ethnic origins, physical or mental disability or perceived disability or the distribution of written or graphic material having such an effect, are prohibited. Any employee who believes he or she has been the subject of such harassment should report same to the Police Chief. The Police Chief shall immediately investigate the complaint(s) and shall take whatever corrective action that he/she deems necessary to remedy the situation. If the Police Chief is the subject of the complaint, the employee should report same to the Town Manager. Any investigation into allegations of verbal harassment must observe the maximum degree of confidentiality as required by law. Following an appropriate investigation, any employee who is found to have engaged in verbal harassment will be subject to discipline up to and including discharge.

C. Bullying

There will be no bullying of another employee. Bullying is defined as the singling out, terrorizing, tormenting, browbeating, frightening, or victimization of another person.

ARTICLE 12. ACCESS TO PREMISES

Authorized agents of the ASSOCIATION shall have access to the Police Department during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the Town's working schedule. The ASSOCIATION agents will notify the Town when entering the Town's premises.

ARTICLE 13. CHECKOFF AUTHORIZATION

- A. The Town shall deduct regular monthly dues and fees (including agency fees, fair share fees or service fees and initiation fees) upon receipt of a signed authorization from each employee (a copy of which is to be retained by the Town) and a certified statement from the Secretary-Treasurer of the Local ASSOCIATION as to the amount for dues and fees. Such

authorization shall be for the life of this Agreement, or their employment, if shorter, and shall be continued thereafter if another Agreement exists between the employer and the ASSOCIATION, unless an employee notifies the ASSOCIATION in writing no more than twenty (20) days and no less than ten (10) days before the expiration of the Agreement of his/her desire to revoke the authorization for check off.

- B. The Town shall forward all such dues and fees so collected to the Secretary - Treasurer of the ASSOCIATION before the tenth day of the month following the month in which deductions are made.
- C. Delinquent Dues. Upon notification by the ASSOCIATION of delinquent dues or fees and authorization from the employee, the employer shall deduct for delinquent dues or fees in addition to the deduction for regular dues or fees.
- D. The ASSOCIATION shall indemnify and hold the Town harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and fees and remitting the same to the ASSOCIATION pursuant to this Article.
- E. Unit members shall participate in the Town's direct deposit program. All members shall participate.

ARTICLE 14. STEWARDS

- A. Employees selected by the ASSOCIATION to act as ASSOCIATION representatives shall be known as "Stewards". The names of employees selected as stewards and names of other ASSOCIATION representatives, who may represent employees, shall be certified in writing to the employer by the ASSOCIATION. The individuals so certified shall constitute the ASSOCIATION Grievance Committee. The Town recognizes the right of the ASSOCIATION to designate stewards or representatives. The authority of stewards or representatives so designated by the ASSOCIATION shall be limited to, and shall not exceed, the following duties and activities:
 - 1. The investigation and presentation of grievances in accordance with the provisions of this Agreement.
 - 2. The collection of dues and fees when authorized by appropriate Local ASSOCIATION action.
 - 3. The transmission of such messages and information which shall originate with and be authorized by the Local ASSOCIATION or its officers provided such messages and information:
 - a. Have been reduced to writing, or
 - b. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, or any other interference with the Town's business.

- B. Stewards or Alternates have no authority to take strike action, or any other action interrupting the Town's business. The Town recognizes these limitations upon the authority of Stewards and their Alternates and shall not hold the ASSOCIATION liable for any unauthorized acts. The Town in so recognizing such limitations shall have the authority to impose proper discipline including discharge, in the event the Steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.
- C. When on duty, Stewards shall be permitted to investigate, present and process grievances on or off the property of the Town, without loss of time or pay. When on duty, Stewards shall be allowed time off-without loss of time or pay to represent the ASSOCIATION in all negotiations with the Town concerning collective bargaining. Stewards shall be allowed reasonable use of the Department's telephone, copy machine, word processing software and fax machine during periods of negotiations and/or grievances for ASSOCIATION business.

ARTICLE 15. ASSOCIATION ACTIVITIES

The Town agrees to grant the necessary time-off without discrimination or loss of seniority rights and without pay, to any employee designated by the ASSOCIATION to attend a labor convention or to serve in any capacity or other official ASSOCIATION business provided five (5) days written notice is given to the Town by the ASSOCIATION specifying the requested length of time off for ASSOCIATION activities. Such leave must be approved by the Chief but approval will be withheld only if the requested time off would severely interrupt Departmental Operations.

ARTICLE 16. PERSONNEL FILES

- A. Insofar as permitted by law, all personnel records, including home addresses, telephone numbers and pictures of members shall be confidential and shall not be made available to any person other than officials of the Department and other municipal officials with a need to have access or unless subpoenaed by court order. Should an employee's file be requested by an outside entity, the Town Manager shall provide the employee forty-eight (48) hour written notice prior to the release of any information to include the name of the requesting party as well as on what information will be released.
- B. Upon written request, a member shall have the right to inspect or copy his official personnel record. Inspection shall be during regular business hours and shall be conducted under supervision of the Town. A member shall have the right to have added to his personnel file a written response to any material which he considers detrimental.
- C. No reprimand 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 Town thereafter places the written reprimand in the member's personnel file, it shall also include the reply.
- D. Provided no other reprimands similar in nature have occurred: all verbal reprimands will be purged from the employee's file after twelve (12) months; any written reprimand will be purged from the employee's file after twenty-four (24) months; all serious reprimands, i.e. suspensions, will be purged from the employee's file after twenty-four (24) months after

review by the Town Manager and Chief of Police. Any reprimand can be removed prior to the end date with permission from the Town Manager and Chief of Police.

ARTICLE 17. SANITARY CONDITIONS

The Town and Employees agree to maintain a clean and sanitary washroom having hot and cold running water and with toilet facilities.

ARTICLE 18. TRAINING

- A. The Town shall make training programs available to all employees covered by this Agreement. As training courses are offered, they shall be posted and any employee interested in a particular course shall provide written notice of his/her interest to the Chief of Police or the Chief's designee.
- B. The Chief of Police or designee shall evaluate all requests and determine whether the request can be approved based on the Town's fiscal constraints and the appropriateness of the course and provide a written response to the officer on the request. Every officer shall be allowed to take at least one course offered by the Maine Criminal Justice Academy or, in lieu thereof, by another bona fide law enforcement training organization per year, unless outside constraints limit this.
- C. The Town will provide semi-annual (twice per year) qualifications with firearms.
- D. The Chief or the Chief's designee may send an employee to a particular training course and may adjust the employee's weekly schedule in order for the employee to be able to attend training and reduce overtime.

ARTICLE 19. COMPLAINTS FROM THE PUBLIC

Any complaint from the public regarding a Police Officer of a serious nature shall only be taken in writing and must be submitted to the Police Chief, the Chief's designee or the Town Manager. All complaints must be signed by the complaining party. All complaints will be handled in accordance with Article 41 "Employee Rights" of this Agreement.

ARTICLE 20. DISCIPLINARY ACTION

The primary purpose of discipline is to reestablish positive, productive work patterns, as far as possible, whenever these have deteriorated. It is, therefore, primarily intended to be a developmental tool. Such corrective measures, whenever used, should, therefore, be geared to the seriousness of the difficulty being addressed. Even handedness is an essential ingredient, and under no circumstances should such corrective action be used with intent of degrading an employee in the eyes of co-workers.

- A. Authority. The Town Manager and each department head is responsible for ensuring adherence to these rules and applicable work rules established for the Town or each department and for ensuring that responsible standards of work quality and personal conduct

are met. To ensure that these ends are met, the Town Manager and each department head are authorized to take disciplinary measures and to delegate that authority to each supervisory personnel. However, the Town Manager and each department head shall not delegate their authority to suspend, and only the Town Manger shall have authority to dismiss from service.

- B. Cause. Disciplinary action shall not be taken for purely arbitrary or capricious reasons, but shall be for just cause. Such action usually stems from such things as failure to adhere to work rules, job performance problems, difficulties in relationships with fellow workers or the public or personal conduct which brings discredit to the department or the Town service. What form of corrective actions depends upon such things as the seriousness of the problem, how often it occurred before, and the employee's previous work history.
- C. Types. The following measures are the type of disciplinary action available. Discipline is intended to be progressive; however, these actions need to be applied in sequence depending on the infraction and the employee's personnel record.
 - 1. Verbal Reprimand: Usually utilized for minor infractions to correct a situation before it becomes more serious.
 - 2. Written Reprimand: Usually utilized for infractions more serious than a verbal reprimand or for continuation of behavior previously disciplined by the verbal reprimand or for behavior which in combination with the employee's personnel record warrants discipline beyond the level of a verbal reprimand.
 - 3. Suspension: Usually utilized for infractions more serious than a written reprimand or for continuation of behavior previously disciplined by a written reprimand or for behavior which in combination with the employee's personnel record warrants discipline beyond the level of written reprimand.
 - 4. Dismissal: Usually utilized for infractions more serious than a suspension or for continuation of behavior previously disciplined by suspension for behavior which in combination with the employee's personnel record warrants discipline beyond the level of suspension.

No employee shall be dismissed from service without first being given a hearing by the Town Manager. The employee shall be notified of the hearing at least five (5) calendar days in advance of the hearing and at that time be furnished with copies of all evidence that pertains to his dismissal. Pending the hearing, the Town reserves the right to suspend an employee either with or without pay. The employee will have the right at the hearing to be represented, present evidence on his own behalf, and call and cross examine any witnesses. The Town Manager shall render a decision in writing on the dismissal within ten (10) calendar days from the conclusion of the hearing. The decision of the Town Manager shall constitute Section 2, Step 2 of the grievance procedure outlined in Article 21.

All discipline shall be subject to the grievance procedures outlined in Article 21.

- D. Documentation. Disciplinary action shall require that a written record be established and placed in the employee's file. A copy shall be provided to the employee. The content of the record shall contain the following minimum information:

Name of the Employee

Name of the Official taking the action

Date the action is taken

Nature of the infraction, when and where it occurred plus other pertinent information

If it is a repeated action, indicate if there is a previous infraction still on file

Set forth the behavior change expected and time frame if the employee is not being dismissed from service

Identify the type of disciplinary action being taken and why it is being taken

If review of the employee's progress is called for, set forth a date and time for such review

Signature of the person taking action

Signature of the employee acknowledging that he has received a copy of the disciplinary action

ARTICLE 21. GRIEVANCE PROCEDURE

Section 1:

A grievance is hereby jointly defined to be any misunderstanding or dispute between the parties arising as to the interpretation, application or observance of any of the provisions of the Agreement or supplements thereto.

Section 2 - Grievance and Arbitration Procedure:

Any dispute which arises between the parties concerning application, meaning or interpretation of the Agreement shall be settled in the following manner:

1. The ASSOCIATION, through an authorized steward, shall take up the grievance with the Chief of Police in writing.
2. If the Union and the Police Chief have not resolved the grievance within ten (10) working days, the Police Chief shall notify the grievant in writing, and if the ASSOCIATION wished to continue the grievance process, the ASSOCIATION shall submit the detail of such grievance in writing to the Town Manager. Within ten (10) working days thereafter, the Town Manager shall meet with the ASSOCIATION for the purpose of adjusting or resolving

such grievance. The Town Manager shall render his decision within ten (10) working days after said meeting.

3. In the event that the decision of the Town Manager rendered pursuant to (2) above is not acceptable to the ASSOCIATION, it may within ten (10) working days thereafter request that the matter be submitted to arbitration by notifying the Town in writing.

The arbitration proceedings shall be conducted by an arbitrator to be selected and mutually agreed upon by the Town and the ASSOCIATION within ten (10) working days after notice has been given. The Town and the ASSOCIATION must mutually agree upon either the Maine State Board of Arbitration or the American Arbitration Association to provide an arbitrator(s). If the town and association cannot mutually agree upon an arbitrator, they shall request that the American Arbitration Association provide them with an Arbitrator, consistent with the AAA rules then in effect for the selection of an Arbitrator. The decision of the arbitrator(s) shall be final and binding on the parties and the arbitrator(s) shall be requested to render his decision within thirty (30) working days after the conclusion of the testimony and argument. Expenses for the arbitrator(s) services and proceedings shall be borne equally by the Town and the ASSOCIATION. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pay for the record and makes copies available without charge to the other party and to the arbitrator(s).

4. The time limit for processing grievances may be extended by written consent of the parties.
5. At step (1) of the grievance procedure, the Police Chief may act through his authorized representative.
6. All grievances shall be commenced no later than ten (10) working days after such event became known to the ASSOCIATION or to the employee or employee concerned, whichever shall be later, except that no time limit shall apply in the case of violations of the wage provisions of this Agreement.
7. Nothing in this article shall diminish the right to an employee covered hereunder to present his own grievance as set forth in Title 26, M.R.S.A.
8. A representative of the Maine Association of Police shall have the right to become involved in the procedures under this section at any level

ARTICLE 22. SENIORITY

A. Seniority List

1. A seniority list, by classification, shall be established naming all the employees covered by this Agreement, with the employee with the greatest seniority (years of service) listed first. Seniority shall be based upon the employee's date of hire as a full-time employee. Seniority, for the purpose of this Agreement, shall be a major factor

in all matters affecting layoff, recall, and vacation preference. Time spent on layoff shall not affect the employee's seniority date.

2. The Police Chief or the Chief's designee shall bring the seniority list up to date as of January 1st of every year and shall cause said list to be posted thereafter on bulletin boards for a period of not less than thirty (30) days and a copy of the same shall be sent to the ASSOCIATION and the Steward. Any objections to the seniority list, as posted, must be reported to the Town within ten (10) days from the date posted or it shall stand as accepted.

B. Layoff

1. In the event it becomes necessary for the Town to lay off employees for any reason, employees shall be laid-off in the inverse order of their seniority, by classification with bumping rights. All affected employees shall receive a two (2) calendar week's advance notice of layoff and the Town shall meet with the affected employees prior to the actual occurrence of layoff. Employees shall be recalled from layoff according to their seniority.
2. Employees shall maintain recall rights for twenty-four (24) months. No new employees shall be hired until all employees on layoff status have been afforded recall notices or until the aforementioned twenty-four (24) month recall period has lapsed, whichever comes first.
3. Employees laid off will have the option of a payoff of sick time and annual leave accumulation as allowed in this contract. When an employee is recalled from a layoff he/she may elect to repay the amount of the sick time paid for a credit for the days lost.

C. New Positions

All full-time job openings and/or vacancies in the Department shall be posted by the Town for bid as soon as such opening and or vacancy becomes available.

ARTICLE 23. ANNUAL LEAVE

- A. Annual leave time shall be defined as combined "vacation and holiday time". In addition, employees who work a regularly scheduled shift on Christmas, Thanksgiving and July 4th (effective 07-01-11) will receive overtime for those hours worked in any portion of the 24-hour period. This does not apply to employees already on overtime.
- B. The annual leave schedule for all regular employees shall be as follows:

After 6 months	10.83 hours per month
After 1 year	13.43 hours per month
After 2 years	16.43 hours per month.
After 5 years	19.83 hours per month
After 10 years	23.13 hours per month
After 20 years	26.43 hours per month

- C. Annual leave shall be granted at such time as shall be mutually agreeable to the employee and the Chief of Police or the Chief's designee. Provided it shall be requested at least 30 days prior to the start of the annual leave. Exceptions may be made by the Chief of Police. Once a request for annual leave is made it shall be either approved or denied within 7 days of the request. Due consideration shall be given to an employee's seniority in regard to scheduling of annual leave. However, once a request has been granted a senior man will not be allowed to bump that employee.
- D. Annual leave shall be accruable. However, no employee may carry more than 120 hours from one calendar year to the next (from December 31st over to January 1st). Any annual leave accrued in excess of 120 hours as of December 31st of any year will be lost to the employee. The Town Manager may grant additional carry over in extenuating circumstances.
- E. Annual leave shall be used in minimum increments of four (4) hours
- F. An employee, upon resigning/termination is entitled to cash payment of all annual leave accrued at his/her rate of pay as of the last date of full-time employment.
- G. An employee shall not be allowed to work for the Town of Berwick and be paid double his usual wage during an annual leave period.
- H. Employees may sell back any amount of accrued annual leave during the course of the year, however they must not fall below the minimum balance of 40 hours after the sell back. These hours may be sold back at any point during the year except for the month of June.

ARTICLE 24. BEREAVEMENT LEAVE

- A. An employee may be excused from work by the Police Chief or designee for up to forty (40) hours because of a death in his/her immediate family, as defined below, and shall be paid his/her regular rate of pay for the work hours missed. It is intended that the time off be used for handling necessary arrangements and attendance at the funeral. Immediate family is defined as spouse, child, parent, step child, step parent, brother, or sister. The employee may be excused from work for up to three (3) workdays for all other such as mother-in-law, father-in-law, grandchild, foster parents, grandparents, or a ward or relative residing in the employee's home.
- B. Up to two (2) workdays may be granted to employees at the discretion of the Police Chief or designee for the attendance at funerals for persons not covered under the above definition.
- C. Additional days may be granted for out-of-state funerals by the Police Chief or designee which may be deducted from sick leave.

ARTICLE 25. CALL BACK TIME

Any employee called back to work from an off-duty status for hours which are not annexed to their regularly scheduled shift shall receive a minimum of three (3) hours pay at time and one half his hourly rate of pay. All time beyond the three (3) hours shall be compensated at time and one half.

ARTICLE 26. MILEAGE REIMBURSEMENT

The Town agrees to provide a Department vehicle for use when conducting Department business out of Town including to and from any in-service training required by the Department.

If a department vehicle is not available, the Town agrees to reimburse the employee for use of his private vehicle at the current Internal Revenue Service rate and will be adjusted to reflect the federal rate as needed. The use of mileage reimbursement shall be authorized by the Chief of Police or his designee. This Article does not apply to attendance at the Basic Police Academy, either full-time or reserve, or for any activity or training session requested by the employee and not deemed by the Police Chief to be directly relevant to the officer's work.

ARTICLE 27. LONGEVITY

Effective January 1, 2020 this article will be rescinded. Longevity pay will be converted to an hourly rate and will be given according to the step scale listed under wages.

ARTICLE 28. MILITARY LEAVE

- A. Employees enlisting or entering the military service of the United States shall be granted all the rights and privileges provided by the appropriate federal and state laws. The Town will grant a military leave of absence for training in the military reserves or the National Guard, for up to ten business days per calendar year on which the employee is regularly scheduled to work.
- B. Employees who are on active military duty shall receive their regular weekly pay exclusive of overtime and shall reimburse military pay to the Town. This article shall not apply to regular monthly meetings or when an employee enters full-time active duty.

ARTICLE 29. LEAVE OF ABSENCE

Any employee desiring leave of absence from his employment shall secure written permission from the Town and provide written notification to the Local ASSOCIATION. The maximum leave of absence shall be for one (1) year. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with the provision shall result in the complete loss of seniority rights for the employees involved. Employees on a leave of absence will not accrue benefits.

ARTICLE 30. PROBATIONARY PERIOD

- A. A police officer who has been employed by the Town of Berwick for six (6) months shall be considered a "public employee" pursuant to 26 MRSA 962 and shall for all purposes other than probation as provided herein, obtain the rights and privileges guaranteed by the collective bargaining Agreement and be eligible to join this Bargaining Unit; provided, however, that pursuant to 25 MRSA 28-4-C (2-A) and 30A MRSA 2701 a police officer shall remain an at-will employee and shall not be entitled to notice and hearing and may be removed without cause, notice or hearing until that police officer successfully completes a probationary period that lasts for at least one year after graduation from the Maine Criminal Justice Academy or when the Board of Trustees of said Academy waives the basic training requirement.
- B. If the probationary period is completed successfully, the employee shall become a full-time employee with seniority from the date of hire.

ARTICLE 31. SICK LEAVE

- A. Sick leave shall be allowed only in case of necessity and actual sickness, or disability of the employee, spouse, or child, including maternity, or to meet dental or doctor appointments or other sickness prevention measures.
- B. Sick leave shall accrue at the rate of ten (10) hours each full calendar month of service accumulative to a maximum of 610 hours. In order to accrue sick leave the employee must be on paid service (by workdays, vacation time, or sick pay) for more than twelve (12) days in that month.
- C. After two (2) consecutive work days of absence, the employee shall, if requested by the Town, furnish a letter from a physician indicating the nature and seriousness of the disability, and authorize the employee to return to work. The employee shall be required to provide a letter from a physician after six (6) consecutive workdays of absence.
- D. Absence for a fraction or part of a day that is chargeable to sick leave in accordance with this section shall be charged proportionately.
- E. Employees are eligible for Workers Compensation for a service-connected injury and may elect to take earned sick leave in addition to Workers Compensation, to the extent that it provides full regular pay, and to the extent of earned sick leave. For the purpose of this paragraph, fractions of a day may be charged in proportion to the amount required to provide full regular pay.
- F. Employees who voluntarily terminate for any reason shall be entitled to a lump sum payment for thirty (30) percent of accumulated sick leave, at the rate of pay at the time of termination of service. This is thirty (30) percent of the number of accumulated hours, not to exceed 610 hours. In the event of termination by reason of death, said payment shall be made to his/her beneficiary or estate regardless of whether or not the death was service related.

ARTICLE 32. BENEFITS

Section 1. FICA

- A. All employees of the Town will participate in the Federal Social Security and Medicare Program.
- B. The Town participates jointly with employees in FICA payments. Benefits provided include a retirement feature, survivor's benefits if death occurs before retirement, disability insurance and medical coverage.

Section 2. Retirement

- A. Upon hiring, employees may choose Option 1 or Option 2 for their retirement benefits. The employee may also choose not to participate in either.

Option 1. Maine State Retirement System

Maine State Retirement System Special Plan 1C, 20 years, no age requirement, and 50%, with cost of living increases (COLA). The Town's contribution is established by the Maine State Retirement System and will vary depending on circumstances. This plan will be offered July 1, 2008.

Option 2. Deferred Compensation

Under the Deferred Compensation Plan, the employee may contribute an amount in the plan up to 20% of his/her gross annual wages. The Town will match any contribution up to 4% of the base annual wages including approved leaves.

Due to contribution limits in the ICMA Deferred Compensation Plan, the annual total of all contributions cannot exceed the elective deferral limit imposed by the IRS on 457 Plans.

- B. Employees who choose to participate in the Maine State Retirement system may also contribute to the Deferred Compensation Plan with no contribution from the Town.

Section 3. Health Insurance

- A. Effective January 1, 2017, the Town will offer all full-time employees the opportunity to sign up for the Maine Municipal Employee Health Trust PPO 500 Plan in combination with an HRA (Health Reimbursement Arrangement) as a health care benefit plan.
- B. The Town shall pay eighty-five percent (85%) of the cost of the appropriate level of health insurance premiums for employees. Employees wishing to have the Town's health care benefits will have the remaining fifteen percent (15%) of the cost of the premiums deducted from their paycheck.

Along with the PPO 500, the Town will participate in a Health Reimbursement Arrangement (HRA) to cover one hundred percent (100%) of the deductible and coinsurance costs incurred by the participating employee (single \$1,500/family \$3,000). The Town's HRA will not cover co-pays. HRA checks will be mailed directly to the participating employee.

- C. During open enrollment of each year, which is generally between November and December, employees who qualify for Town's health care benefits may withdraw from coverage if they provide proof that they have health insurance from another source. The change will become effective January 1.
- D. Employees who subsequently lose their alternate health insurance will be allowed to rejoin the Town's plan on the first of the next month so long as allowed by the Town's insurance carrier.
- E. The Board of Selectmen reserves the right to change the health care insurance provider or to offer insurance from more than one company, provided, however the new plan will be equal to or better than the existing plan.
- F. Buy-Out.

For employees who choose not to participate in the Town's health care benefits and can provide proof that they have other valid health insurance and will maintain coverage, the Town agrees to pay these employees three thousand six hundred dollars (\$3,600.00) broken down into two equal payments. One thousand eight hundred dollars (\$1,800.00) during the second pay period in January and one thousand eight hundred dollars (\$1,800.00) during the second pay period in July.

Section 4. Workers Compensation

- A. All employees are eligible for benefits under the Worker's Compensation Act for personal injury or compensable illness arising out of and in the course of employment.
- B. Employees shall report all work connected injuries or illness no matter how slight immediately, or within twenty-four (24) hours, if it is not possible to do so on the next workday, on a Report of Injury Form.
- C. An employee may elect to take earned sick leave in addition to compensation as provided under the Worker's Compensation Act, but only to the extent of earned sick leave credit. Also, the sick leave can be used only at a rate to provide up to the regular weekly pay.

Section 5. Disability Insurance

- A. The Town of Berwick offers a Disability Insurance Plan to the employees who may sign up for this plan if they choose.
- B. The total cost for Disability Insurance shall be paid by the employee through payroll deduction.

C. With any disability, the employee would inform the Town of his/her expected day of return and must be cleared by a doctor prior to returning to work.

Section 6. Life Insurance

- A. All employees will have a term life insurance policy equal to their base annual wages (for example an employee with a \$20,000 base annual wage would have a \$20,000 Life Insurance Policy).
- B. The cost of his life insurance will be paid by the Town.
- C. Employees who qualify for Town paid Life Insurance, as noted in Section 6A above, may subscribe to additional Life Insurance as provided by the Life Insurance Carrier. Such additional insurance will be paid by the employee through payroll deduction.

Section 7. In-service Retirement

- A. Eligibility:
 - a. Employee will notify the Town in writing no less than 90 days of their intention to retire/rehire.
 - b. Employee must have completed the requirements of MPERS service and separate from service and retire through MPERS.
 - c. Employee will be paid for all qualified accrued time at time of separation.
 - d. Employee is subject to rehire at the discretion of the Police Chief, and approval of the Town Manager, at which time the Chief will provide a written agreement to rehire the employee after separation. This agreement will define a starting point for the employee in the contract.
- B. Program Conditions:
 - a. Re-hired employee will receive the pay level that was reached at the time of separation. Also, they will continue with the seniority, rank (if applicable), accrual rates for annual and sick time, scheduled step increases.
 - b. Re-hired employee will earn annual time at their separation level starting at zero. Any hours earned will be paid out to the employee upon at their current rate of pay upon separation.
 - c. Re-hired employees will be given a starting balance of 40 hours annual leave time and 40 hours of sick time upon their re-hire date.
 - d. Re-hired employees will pay 2.5% of the required contribution for MPERS as a payroll deduction. The Town agrees to cover the remaining 2.5%. The Town also agrees to continue with the ICMA match of up to 4% for re-hired employees who are contributing to ICMA.
 - e. Current police employee, Steve Shisler, who was rehired after retirement will not be subject to the 5% deduction to MPERS, as he was hired before the MPERS changes in re-hiring. Therefore, the fee of 5% will be paid by the Town.

Section 8. Hire of Retired Officer from another agency.

- A. Eligibility: Employee is subject to rehire at the discretion of the Police Chief, and approval of the Town Manager. This employee will adhere to the following additional conditions:
- a. Re-hired employee sick time will accrue monthly starting at zero and have no monetary value at separation.
 - f. Re-hired employees will pay 2.5% of the required contribution for MPERS as a payroll deduction. The Town agrees to cover the remaining 2.5%. The Town also agrees to continue with the ICMA match of up to 4% for re-hired employees who are contributing to ICMA.

ARTICLE 33. SEPARATION FROM SERVICE

A. Resignations or Retirements

Employees resigning or retiring from the service of the Town of Berwick shall give a reasonable written notice of not less than two weeks. The notice of resignation or retirement shall be in writing. Failure to comply with these requirements may cause forfeiture of any sick time payoff, as determined by the Town Manager.

B. Continuing Health Care Coverage

An employee whose coverage ends under the Town's group health insurance plan may be entitled to continuation of coverage under the plan at the employee's expense. Coverage for dependents may also be continued if they are already covered under the plan. This results from the 1985 federal Consolidated Omnibus Budget Reconciliation Act (COBRA). Full information on this coverage is available from the Town's group health insurance plan provider upon its receipt of the employee's termination notice from the Town. Information is also available in the health plan booklet. A sixty-day election period applies.

C. Final Check: Prior to receiving his/her final check from the Town the employee shall:

- 1. Complete an exit interview form, if the employee is retiring or resigning.
- 2. Return all Town owned property such as tools, keys and uniforms.
- 3. Sign a notice of receipt of information on benefit continuation as noted in Section B above.

D. Upon retirement from the Berwick Police Department an officer in good standing can be issued, with the Chief of Police approval, a "Retired ID" card and a "Retired Police Officer" identification badge with the cost covered by the police department.

- 1. The retired officer is responsible for complete all State of Maine requirements and qualifications as well as filing of all appropriate paperwork needed to fulfill the legal requirements to carry a firearm as a retired police officer.
- 2. 18 USC 926C (c) defines a "qualified retired (separated) law enforcement officer" as an individual who:

- Separated in good standing from service with a public agency as a law enforcement officer, other than for reasons of mental stability
- Before such separation, was authorized by law to engage in or supervise the prevention, detection, investigation, or prosecution of, or the incarceration of any person for any violation of law, and had statutory powers of arrest
- Before such separation, was regularly employed as a law enforcement officer for an aggregate of 10 years or more or retired from service with such agency, after completing any applicable probationary period of such service, due to a service-connected disability, as determined by such agency
- Has a nonforfeitable right to benefits under the retirement plan of the agency

ARTICLE 34. EXAMINATIONS

- A. Physical or other examinations required by a government body or the Town shall be promptly complied with by all employees, provided, however, the Town shall pay for all such examinations, The Town shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations.
- B. The Town reserves the right to select its own physician and the ASSOCIATION may, if it disagrees with that person's opinion, have said employee re-examined at the employee's expense. In the event of disagreement between the doctor selected by the Town and the doctor selected by the ASSOCIATION, the Town and the ASSOCIATION shall together, select a third doctor within thirty (30) days, whose opinion shall be final. The cost of the third doctor shall be split equally between the Town and the employee.
- C. Effective January 1, 2020 this section has been rescinded and there will no longer be a physical agility test administered for pay.

ARTICLE 35. ADMINISTRATIVE OR RESERVE PERSONNEL

Administrative and Reserve personnel may be used to cover for Bargaining Unit employees participating in training or out on sick leave. Reserve personnel may be assigned to patrol functions to augment the existing work schedule. Administrative personnel and reserves are expected to provide assistance and support for all positions.

(Cross reference Article 36-C-5)

ARTICLE 36. HOURS AND OVERTIME

- A. Workweek - The regular workweek shall be 40 hours per week. The workweek shall be Monday through Sunday. The workdays shall be preset and not changed without at least a two (2) week notice. This work schedule is shown in Appendix A of this contract and reflects a 10-hour shift schedule as agreed by the parties.
- B. Work Hours - The regular workday shall be ten (10) hours per day for personnel assigned to patrol functions. The workday for the DARE officer, detective and other temporary special assignments shall be eight (8) hours per day, but may be modified at the discretion of the Chief of Police after consultation with the ASSOCIATION steward. The Chief of Police shall not act in an arbitrary manner or such action may be cause for a grievance.

For the purpose of this article, "hours worked" shall mean:

- 1. Hours actually worked;
 - 2. Hours compensated for with annual leave;
 - 3. Hours compensated for with sick leave;
- C. Overtime - For personnel assigned to patrol functions, all hours worked in excess of forty (40) hours per week or ten (10) hours per day, shall be paid at the rate of one and one half (1 1/2) times the base hourly rate. The DARE officer, detective, and personnel assigned to temporary special assignments will receive overtime for all hours worked in excess of forty (40) hours per week or eight (8) hours per day.

The following procedure shall be followed in the assignment of overtime.

- 1. A call up list shall be established which shall list all full-time police officers and sergeants in order of their seniority.
- 2. As the need for overtime arises it shall be filled by the officer at the top of the call list. Then that person shall be moved to the bottom of the list.
- 3. This procedure shall be continually followed using a rotating order.
- 4. If an officer refuses to accept an overtime assignment when offered, or is unable to complete the overtime, or if the supervisor cannot reach the officer when the call up is made, they shall be moved to the bottom of the list just as though they had worked it.
- 5. Effective July 1, 2016, instances where overtime is known to be for four (4) consecutive days or less it shall be offered to fulltime officers as overtime prior to being offered to reserves.

In addition to the above-mentioned reserve work opportunities, reserve officers shall be provided with the opportunity to work prior to unit members as follows:
Friday, 5:00 pm to 3:00 am and Sunday 7:00am to 5:00pm

6. With prior Agreement between the employee and the Chief of Police, the employee may take compensatory time off in lieu of overtime payment. The compensatory time off will be earned at the rate of one and one half (1 1/2) hours of time off for each hour worked. The maximum compensatory time any employee may accumulate is 40 hours. All compensatory time shall be used within 30 days of the date earned.

Sergeants who are required to be on call will receive 3 hours per week of compensatory time. This provision shall not apply if a sergeant is not working and not subject to being on-call. Said comp time shall be taken off at the discretion of the Police Chief.

- D. Court Time - Any employee required during his off-duty time to appear at the Maine District, Superior or U.S. District Courts, Grand Jury, Liquor Commission Hearings, Secretary of State Hearings or like bodies, to be a witness in any manner arising out of a performance of his duty shall be compensated a minimum of four (4) hours at the rate of one and one half (1 1/2) times the hourly rate of the employee, or the actual hours spent, whichever is greater. Employees agree to provide proper documentation of court time on forms provided for that purpose and to surrender all money received from the court to the Town of Berwick for their court appearances.
- E. Workweek Modification - With the exception of changes made for the scheduling of training, the agreed upon schedule may not be modified unless the ASSOCIATION is notified two (2) weeks in advance and provided an opportunity to negotiate these changes.
- F. Shift Swap Requests - Officers who wish to swap a shift with another officer must fill out a shift swap request form and submit it to a supervisor. If approved, each officer then has responsibility for the shift that he or she is now covering, and the officer who swapped his or her shift is relieved from responsibility for the shift that he or she swapped. If denied, the supervisor must explain the denial on the form and return it to the officers. The shift swap must be completed within a work week period.

ARTICLE 37. WAGES

Pay increases for this contract period shall be:

Patrol Officers:	Patrol Sergeants
July 1, 2023: 4%	July 1, 2023: 7%
July 1, 2024: 4%	July 1, 2024: 5%
July 1, 2025: 4%	July 1, 2025 4%

Wage rates for Berwick Police Officers shall be:

		July 2023	July 2024	July 2025
	Current	4%	4%	4%
Start	\$ 26.42	\$ 27.48	\$ 28.58	\$ 29.72
1 Year	\$ 28.12	\$ 29.24	\$ 30.41	\$ 31.63
5 Years	\$ 31.39	\$ 32.65	\$ 33.96	\$ 35.32
10 Years	\$ 32.22	\$ 33.51	\$ 34.85	\$ 36.24
15 Years	\$ 33.47	\$ 34.81	\$ 36.20	\$ 37.65
20 Years	\$ 34.69	\$ 36.08	\$ 37.52	\$ 39.02

Due to the elimination of pay steps 2, 3 and 4, the Town agrees to slot Officer Brendan Reil and Officer Christopher Kearns at the 5 year step. This is for pay only and will have no effect on their longevity, seniority or leave accruals.

		July 2023	July 2024	July 2025
	Current	7%	5%	4%
Sergeant	\$ 36.81	\$ 39.39	\$ 41.36	\$43.01

Longevity will be paid out at the following hourly scale to be added to the employee's base rate of pay:

5 years	\$0.22
10 years	\$0.50
15 years	\$0.91
20 years	\$0.96

Detective Specialist Pay

Employee assigned as a detective shall receive a stipend of \$1.00 per hour added to their base wage.

Education Incentive Pay

Associates Degree - 3% premium will be added to the employee's base pay.

Bachelor's Degree - 5% premium will be added to the employee's base pay.

(Degree must be in a job-related discipline. Final determination will be made by the Board of Selectmen)

Military Incentive Pay

3% premium will be added to the employee's base pay.

1. Employee must have served at least 2 years and have an Honorable Discharge to be eligible for this incentive.
2. Employee cannot combine this incentive with any education incentive. Employee will receive the higher incentive of the two.

School Resource Officer Incentive Pay

Employee assigned as the SRO shall receive a stipend of \$0.50 per hour to their base wage.

Shift Differential

Second Shift	\$1.00 per hour
Third Shift	\$1.25 per hour

(Shift differential will only apply to actual hours worked and not applied towards annual leave, sick leave or comp time used during a pay period.)

ARTICLE 38. STRIKES AND LOCKOUTS

All disputes between the parties shall be settled in accordance with the grievance procedure set forth in this Agreement and there shall be no strikes, cessation of work by the employees or lockouts by the employer during the term of this Agreement.

ARTICLE 39. SEPARABILITY AND SAVINGS CLAUSE

- A. If any Article or Section of this Agreement or of any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of the Agreement and of any supplements or riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- B. In the event that any Article or Section is held invalid or enforcement of or compliance with which had been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either the Town or the ASSOCIATION for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitations of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) Days after receipt of the stated written notice, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

ARTICLE 40. ASSOCIATION SECURITY

- A. Membership in the Local ASSOCIATION is not compulsory, membership in the Local ASSOCIATION is separate, apart and distinct from the assumption by an employee of his equal obligation to the extent that he receives equal benefits. The Local ASSOCIATION is required under this Agreement to represent all of the employees in the Bargaining Unit fairly

and equally without regard to whether or not an employee is a member of the ASSOCIATION. The terms of this Agreement have been made for all employees in the Bargaining Unit and not for members in the Local ASSOCIATION.

- B. This Agreement has been executed by the employer after it has satisfied itself that the ASSOCIATION is the choice of a majority of employees in the Bargaining Unit. Accordingly, it is fair that each employee in the unit pay his own way and assume his fair share of the obligations along with the grant of equal benefits contained in this Agreement. In this regard, employees may elect to accept the provisions of either sections I or 2 below.
 - 1. ASSOCIATION Membership
All employees who are members of the ASSOCIATION as of the date of this Agreement, and all employees who hereafter become members of the ASSOCIATION, shall, as a condition of employment, maintain their membership in good standing in the ASSOCIATION for the duration of this Agreement.
 - 2. Fair Share Fees any present or future employee who is not a member and does not want to be a member shall pay a fair share fee as a contribution towards the administration of the Agreement in the amount equal to 80% of current dues for the duration of this Agreement.
- C. Any employee who elected to select the provision of and who fails to maintain his membership as required in paragraph B (1) of this Article, or his fair share fees as in paragraph B (2) of this Article, shall be discharged by the Town upon notification from the ASSOCIATION and corroborative proof of non-payment by the employee, after notice and hearing and if failure to maintain membership, or pay the fair share fee is "cause" under applicable laws.
- D. The ASSOCIATION shall indemnify, defend and hold the Town harmless against all claims and suits which may arise as a result of action taken pursuant to this Article and in the collection of dues.

ARTICLE 41. EMPLOYEE RIGHTS

To ensure that any internal investigation of any employee will be 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:

- A. As much as possible, the interrogation will be conducted in a reasonable time, taking into consideration the working of the employee and the Department. The official conducting the investigation shall advise the employee that an official investigation is being conducted. The investigating officer shall inform the employee of the nature of the alleged conduct, which is the subject matter of the investigation. Unless circumstances require anonymity, the complainant shall be identified. If it is known that the employee being interrogated is a witness only, he shall be so informed.
- B. The interrogation shall be conducted with the maximum amount of confidentiality as possible.

- C. The interrogation of an employee suspected of violating Department rules and regulations shall be limited to questions which are directly related to the employee's involvement in the alleged violation.
- D. The interrogation may not be conducted by more than two interrogators at any one time.
- E. If an employee is under arrest, or is likely to be, that is if the employee is a suspect or the target of a criminal investigation, the employee shall be afforded all rights under such circumstances as any other person. Any employee being investigated for criminal offenses may have an attorney present at any time during the interrogation. The employee shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney and or the ASSOCIATION. The interrogation shall take place within the procedures outlined in Garrity v. New Jersey, and a so called Garrity warning will be read to the employee.
- F. If an employee under investigation is requested to submit to a polygraph examination, the employee shall be advised of the questions to be asked prior to the administration of the test. No employee shall be forced to submit to a polygraph examination against his wishes by fear of penalty.
- G. Investigations shall be conducted without unreasonable delay, and the employee shall be advised of the final outcome of the investigation within twenty (20) working days of the initiation of the investigation with the exception of investigations involving on-going criminal activity or in cases where notification may jeopardize a criminal investigation. If for any reason other than in the aforementioned, the investigation cannot be concluded within the time limit, the employee being investigated shall be given an explanation of the delay and be advised of the outcome as soon as the investigation is completed.
- H. If results of an investigation against an employee prove that the charges are unfounded, then it shall be noted in the final report of the investigation.
- I. The results of any polygraph examination shall be part of the report of the investigation and may be used by the Town at any and all hearings related to the matter being investigated.
- J. An employee shall have the right to a private or a public hearing, if he/she so desires. Any final disciplinary action is a public record.
- K. An employee suspended for investigative reasons shall receive his/her regular weekly base pay.

If a member of the Department is being questioned for the purpose of being a witness only, he shall be so informed before the questioning commences. If the investigation implicates a member of the Department who has been questioned as a witness, he shall be informed of the charge and the nature of the investigation before the questioning commences on another occasion. It is understood and agreed, however, that the informing of a member of the Department that he is being questioned as a witness only in no way provides immunity for such employee from

disciplinary action that may be taken as a result of information disclosed during the course of the questioning or investigation.

ARTICLE 42. MANAGEMENT RIGHTS

The parties hereto recognize and agree that, except as specifically limited to, or abrogated by, the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations and personnel of the Police Department shall be vested in the Town, in a full and unrestricted manner, as provided by the Laws of the State of Maine. The Town of Berwick reserves its Management Rights to assign the Sergeant(s) to specific shifts. The Town may also assign Department personnel to temporary special assignments. The Police Chief will schedule the position(s) where he feels it will be most effective for the operation of the Department and benefit of the community.

The Town has a right to hire additional or new patrol positions to cover open shifts as needed. Such new hires shall be subject to seniority.

ARTICLE 43. WORK RULES AND REGULATIONS

When existing work rules are changed or new rules are proposed, they shall be posted prominently on the bulletin board for a period of ten (10) consecutive workdays before becoming effective. Objections to any proposed work rules shall be made in writing to the Chief of Police, who shall have the responsibility of reviewing such objections and making a final determination.

Appeals from this decision can be made in accordance with normal grievance procedures. Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement. New employees shall be provided with a copy of any existing rules and Standard Operating Procedures when hired.

ARTICLE 44. DURATION OF AGREEMENT

- A. Three (3) year agreement from July 1, 2023 to June 30, 2026. Upon its expiration, the terms of this Agreement shall continue in full force and effect until a successor agreement is adopted.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties, and it is expressly understood and agreed that this Agreement shall expire on the date indicated above.
- C. Either party may serve upon the other a notice at least 120 days prior to the expiration of the Agreement advising that they desire to confer and negotiate with regard to the terms of a successor Agreement

In witness whereof, the parties hereto have caused this Agreement to be executed as indicated below.

For the
Town of Berwick on 12/1/22
(Date)

James P. Bellissimo
James Bellissimo, Town Manager

For the
Maine Association of Police on 12-1-22
(Date)

Kevin LeDoux
Kevin LeDoux Vice President

	MON	TUES	WED	THU	FRI	SAT	SUN
SHIFT	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7
0700-1700	DAYS 1	DAYS 1	DAYS 2	DAYS 2	DAYS 2	DAYS 1	DAYS 1
						DAYS 2	RESERVE
1600-0200	EVES 1	EVES 2	EVES 2	EVES 1	EVES 1	EVES 1	EVES 2
				EVES 2			
1700-0300	SWING	SWING	SWING		Sp-la (3*)	MIDS 2	SWING
					RESERVE		
2100-0700	MIDS 1	MIDS 1	MIDS 2	MIDS 2	MIDS 2	MIDS 1	MIDS 1
0700-1500	DET	DET	DET	DET	DET	OFF	OFF
	SRO	SRO	SRO	SRO	SRO	OFF	OFF

SHIFT	Day 8	Day 9	Day 10	Day 11	Day 12	Day 13	Day 14
0700-1700	DAYS 1	DAYS 1	DAYS 2	DAYS 2	DAYS 2	DAYS 1	DAYS 1
						DAYS 2	RESERVE
1600-0200	EVES 2	EVES 1	EVES 1	EVES 1	EVES 2	EVES 2	EVES 1
				EVES 2			
1700-0300	SWING	SWING	SWING		Sp-la (3*)	MIDS 2	SWING
					RESERVE		
2100-0700	MIDS 1	MIDS 1	MIDS 2	MIDS 2	MIDS 2	MIDS 1	MIDS 1
0700-1500	DET	DET	DET	DET	DET	OFF	OFF
	SRO	SRO	SRO	SRO	SRO	OFF	OFF

* = 0300 optional during summer months