

**AGREEMENT
TOWN OF BRUNSWICK
AND
BRUNSWICK EMERGENCY COMMUNICATIONS OFFICERS ASSOCIATION**

AGREEMENT made this 6 day of **September, 2013** by and between the Town of Brunswick, a municipal corporation, situated at Brunswick, in the County of Cumberland, and State of Maine (hereinafter referred to as the "Town"), and the Brunswick Emergency Communications Officers Association (hereinafter referred to as the "BECO").

Pursuant to Title 26, Maine Revised Statutes Annotated, Section 961, et seq., entitled "Municipal 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 BECOA as the sole and exclusive bargaining agent for the communications personnel of the Brunswick Police Department, to exclude the following positions:

Employees represented by the Brunswick Police Benefit Association, Police Chief, Deputy Police Chief, Captain, special officers, traffic guides, matrons, other clerks and office personnel.

Said bargaining agent is recognized for the purpose of bargaining with the respect to wages, hours of work, and working conditions.

Section 2. The BECOA may erect, and thereafter utilize, bulletin boards within the police department facilities for posting notices to its membership in locations approved for that purpose by the Chief of Police.

Section 3. The BECOA agrees to furnish the Chief of Police with the names of the officers of the BECOA.

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

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

ARTICLE 2. STRIKES PROHIBITED

During the terms of this Agreement, employees who are subject to its provisions shall not have the right to strike or engage in any work stoppage or slow down.

ARTICLE 3. MANAGEMENT RULES AND DEPARTMENTAL RULES

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

The BECOA acknowledges the right of the Town to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement.

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, matters that were raised during the negotiations that preceded this Agreement or matters that are specifically addressed in this Agreement. (Amended 7/95)

ARTICLE 4. WAGES

Section 1.

Effective July 1, 2013. The current salary schedule shall increase by 2%.

Effective July 1, 2014. The current salary schedule shall increase by 2%.

Effective July 1, 2015. The current salary schedule shall increase by 2%.

Employees hired at step A, B, C, D, or E shall receive step increase(s) at yearly intervals after the date of hire, on their anniversaries, contingent upon successful completion of a one year probationary period. All employees shall have a one year probation period. (Amended 1/06)

Section 2. The regular workweek shall consist of forty (40) hours in any seven (7) day period.

Employees covered by this Agreement shall receive pay for all hours worked in excess of forty (40) hours per week at the rate of one and one-half (1-1/2) times the base hourly rate.

Section 3. 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 (1-1/2) times her or her regular hourly rate. (Amended 7/95)

Section 4. Contract personnel required to make off-duty attendance at court shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) times his or her regular hourly rate 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 one and one-half (1-1/2) times the base hourly rate. The communications officer shall sign in and out with the court in accordance with department policy at each such appearance. Court time is defined as time spent in Superior Court, Grand Jury or District Court.

Section 5. Communications officers shall have first refusal on all overtime within their job classification. If no Communications Officer is available through their work schedule or refusal, then Reserve Communication Officers will be offered the work shift. If no Reserve Communication Officer is available through work schedule or refusal than Communications Officers may be ordered in, in accordance with the following guidelines: Ordering in shall be

done in ascending order of seniority (least to most senior) on a rotational basis. The ordering in shall revolve so that no one suffers in discrimination on the rotation. (Amended 7/95)

Communications Officers shall not work more than two consecutive shifts (16 hours) either voluntary or involuntary unless under emergency situations as declared by the Chief of Police or his/her designee. Officers shall have at least eight consecutive hours off in a twenty-four hour day. Further, communications officers shall not be ordered in on two consecutive occasions within a 72 hour period, out of normal rotation.

Section 6. Longevity Bonuses: **Effective July 1, 2011** commencing on the date of the first payroll following an employee's completion of seven (7) 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:

<u>Years of Service</u>	<u>FY 11-12 (July 1, 2011)</u>	<u>FY 12-13 (July 1, 2012)</u>
8-12	\$ 1.35 hr	\$ 1.55 hr
13-17	\$ 1.45 hr	\$ 1.65 hr
18+	\$1.55 hr	\$1.75 hr

Above wages are based on a 40-hour week. (New 7/01) (Amended 1/06)

BEOCA is agreeable to the Town changing the pay week period so long as it is not detrimental to any member of the unit. This will permit pay to be directly deposited into the financial institution of the employee's choice. (Amended 7/97)

Section 7 Contract personnel shall receive pay or compensatory time at the employees 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, vacation, training time, court time and compensatory time. Details and special leave shall not be included for the purposes of this section. (Amended 7/03)

Section 8. Severance: Employees will receive one week of pay for each year of completed service and three months of health insurance benefits. (Amended 04/09)

ARTICLE 5. INSURANCE

The Town shall pay 85% of the premium with respect to the coverage chosen by the employee in the health insurance plans available to the Town at the inception of this contract. The employee share may be contributed on a pre or post-tax dollar basis. (Amended 7/95)

The Town agrees to administer a pre-tax dollar plan for the payroll deduction of dental insurance on behalf of the participating employees; premiums for such dental insurance shall be paid on a 100% basis by the employee.

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.

Medical Reimbursement Plan: Effective January 1, 2000 the Town shall offer a pre-tax medical reimbursement program for employees who request such benefits, in accordance with

the Town of Brunswick Flexible Benefits Plan. The Town shall outsource this program. (Amended 7/99)

Dependent Care Assistance: The Town agrees to administer a pre-tax dependent care assistance program for employees who request such benefit, in accordance with the Town of Brunswick Flexible Benefits Plan. This program will be effective no later than January 1, 2000. (Amended 7/99)

The Town will undertake a health insurance buy back program with members of the BECOA. Members will be entitled to 40% of the Town's savings if they drop or decrease their health insurance. The amounts will be paid on a weekly basis, four (4) weeks per month, during the term of this Agreement for members who are eligible for the program by showing proof of insurability elsewhere for themselves and/or their dependants. The amount will be adjusted on January 1st of each year based on the effective rates for the year.

Employees who are married to another Town employee covered by the Health Insurance Plan shall not be eligible for the buy back program.

ARTICLE 6. RETIREMENT

A. The Town offers two options for employee retirement. The first is the Maine State Retirement System plan which is a defined benefit plan, and the other option is a deferred compensation plan such as a 457 or 401A plan. An employee may belong to both types of plans, however the Town will not be responsible for contributing to the deferred compensation plan if the employee participates in the Maine State Retirement Plan.

The Town shall continue its current plan of retirement (MSRS) at half (1/2) pay after twenty-five (25) years of service and upon reaching the age of sixty (60). Members of BPCOA shall be covered by any additional benefits under the basic coverage of the Maine State Retirement System that may be provided by action of the Town Council.

B. The Town shall contribute two (2) times the employee contribution up to a maximum Town contribution of 6%. (Amended 7/01)

If the employee chooses to participate in both the MSRS and the deferred compensation plan, the Town will not be responsible for contributing to the deferred compensation plan as stated previously.

C. The Town agrees that it will "grandfather" employees who are currently in an existing 457 plan to continue participation in the plan should the Town decide to discontinue its relationship with that plan. (Amended 7/97)

ARTICLE 7. SICK LEAVE

Sick leave is earned at a rate of eight (8) hours for each full calendar month of service, and may be accumulated to a maximum of 1060 hours. If an employee is on sick leave, credit will still accrue.

Illness for which sick leave may be granted is defined as actual personal illness or bodily injury. Sick leave, limited to fifty-six (56) hours, per fiscal year, at the discretion of the **Chief of Police or his designee**, may be granted because of an instance of illness of a member of the employee's immediate family. (Amended 7/95; 7/01)

For the purpose of this article, "Immediate Family" shall mean: spouse, father, mother, child, step-child, significant other (defined as living in the same household as the employee) and other family members living in the same household. (New 7/01)

Any employee covered by this Agreement upon retirement under the provisions of the Maine State Retirement System, or in good standing after 20 years of consecutive full-time employment with the Town of Brunswick, will be paid an amount equal to wages for one third (1/3), to a maximum of 353 (Amended 7/03) hours, of the number of days of accrued sick leave. In the event of the employee's death the beneficiary shall be paid the amount equal to wages for one third (1/3), to a maximum of 353 (Amended 7/03) hours of the number of days of accrued sick leave.

Probationary employees shall be entitled to use any accrued sick leave from the date of employment.

ARTICLE 8. BEREAVEMENT

In the event of a death occurring in the immediate family of an employee, that employee shall be granted five (5) consecutive working days off with pay for the death of a spouse, child or stepchild, mother or father, and three (3) working days off without loss of pay for any other member of the immediate family. It is understood that no pay shall be received for scheduled days off, and that the time is not to be charged against sick leave. (Amended 7/97)

Immediate family shall mean: Spouse, *Significant Other, Child, Stepchild, Father, Mother, Sister, Brother, Grandparent, Grandchild, Mother-in-law, Father-in-law, Legal Guardian, Step-parent, son-in-law, and daughter-in-law.

*Significant Other will be a person who is involved in a continual relationship for six or more months, with a statement from the employee of the intent to continue the relationship. The statement is to be filed with the Personnel Office prior to a request for bereavement. (Amended 7/99)

In the event the funeral or service is held after the third or fifth day following the death of a person for which bereavement leave is granted, one day of bereavement leave may be reserved for attendance at the funeral or service. (Amended 7/95)

Up to one (1) day with pay shall be allowed for attendance at the funeral of an aunt, uncle, brother-in-law, sister-in-law, grandparents-in-law, or a relative living in the same household as the employee. (Amended 7/99)

ARTICLE 9. VACATION

Section 1. 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 2. No employee shall be entitled to work his or her vacation with pay except in case of an emergency as determined by the Chief of Police.

Section 3. 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.

Implementation of the new system shall be by agreement of the parties to ensure that no employee loses any accrued time.

Section 4. Vacation accrued may be taken after six (6) months of continuous employment, subject to the approval of the **Chief of Police or his designee,**

Section 5. Any employee, regardless of length of service, may accrue up to thirty (30) days of vacation, such time in excess of thirty (30) days will be lost.

Requests for leave must be approved by the employee's supervisor who shall take into consideration adequate staffing requirements. In accordance with the employee's current term of continuous employment based upon the standard work week's depicted below, vacation shall be awarded as follows (Amended 7/95):

TABLE

Ave. hours worked per week	20	35	37.5	40	50
For years 1-5, accrue at this rate: (2 wks/yr)					
Wkly. Accumulation (in hours)	.769	1.346	1.442	1.538	1.923
For years 6-12, accrue at this rate: (3 wks/yr)					
Wkly. Accumulation (in hours)	1.154	2.019	2.163	2.308	2.885
For years 13-19, accrue at this rate: (4 wks/yr)					
Wkly. Accumulation (in hours)	1.538	2.692	2.885	3.077	3.846
For years 20+, accrue at this rate: (5 wks/yr)					
Wkly Accumulation (in hours)	1.923	3.365	3.606	3.846	4.808

ARTICLE 10. HOLIDAYS

Personnel covered by this Agreement, 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, the Day after Thanksgiving, and Christmas Day. (Amended 7/95; 7/99)

In addition to holiday base pay, an employee shall receive compensation equal to time-and-one-half (1-1/2) his or her regular hourly wages for work performed on Christmas or Thanksgiving, defined as the overnight shifts (2200-0600/2300-0700) on the eve of the holiday, day shifts (0600-1400/0700-1500 and evening shifts (1400-2200/1500-2300) on the holiday. The following depicts the way in which overtime will be calculated on Christmas and Thanksgiving:

							Holiday	
Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.		
off	8	8	8	8	8	26	total pay for week is comprised of:	
							40 hours (regular shifts)	
							8 hours (holiday pay)	
							12 hours (time and 1/2)	
							<u>6</u> hours (1/2 of time and 1/2)	
							66 total hours for week	

Two personal days per fiscal year may be selected by the employee with a minimum of one weeks' notice to the **Chief of Police or his designee**. Probationary employees are not eligible to take personal days, but the days shall be pro-rated after completion of the probationary period. (Amended 7/97) Probationary employees shall be entitled to paid holidays.

ARTICLE 11. EDUCATION AND TRAINING

Section 1. The Town agrees to make available to all communications personnel training given by the Maine State Police and/or the Maine Criminal Justice Academy as determined by the Chief of Police.

Section 2. The Town agrees to provide adequate funds for training communications personnel in accordance with the Town of Brunswick Training, Development and Educational Assistance Plan dated 5/31/95 which will include appropriate public safety courses, limited to two (2) courses, per person, per year. (Amended 7/95)

The Town will also provide professional and technical training, that is non-academic in approach and is offered by such agencies as the vocational education schools, the bureau of public safety, etc. It is designed to develop job related skills rather than intellectual capabilities. Employees successfully completing approved course work shall qualify for incentive pay as described in Section C below at the rate of one credit hour for each twenty hours of professional and technical training on the employee's own time and receiving prior approval by the Police Chief. (Amended 7/01)

Section 3. 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 achievement. Furthermore, it is agreed that the Town and the Association will jointly identify and meet training needs. The program has three parts:

education assistance, the incentive pay system and the establishment of the curriculum committee.

A. Education Assistance

1. 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 or bachelor's degree, and shall be in accordance with the Town of Brunswick's Training, Development and Educational Assistance Plan, dated 5/31/95.

In this connection "Approved Course Work" shall include one of the following areas of study: criminal justice administration, public administration, sociology, media relations, communication, computer technology, appropriate course work in medical studies or psychology.

Additional areas of study may be considered for tuition assistance upon written application to the Police Chief therefore including the purported relationship between the area of study in question and Public Safety Communications.

1. The Town will make available at least twenty (20) hours of professional and technical training per person per year.
2. Library: The Town shall build up a library for use of the department through the purchase of one set of books for each college level course, provided that (1) the member agrees that the books shall remain on the property of the library at the conclusion of the course, and (2) that the purchase of any book does not duplicate a book previously obtained.

B. Point System

Points will be awarded as follows:

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

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 administration, public administration, sociology, media relations, communication, computer technology, or appropriate course work in medical studies 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 public safety communications.

2. 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.

C. Incentive Increases

Incentive increases shall be based on twelve dollars (\$12) 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. The Curriculum Committee shall forward all necessary documentation for the calculation of incentive pay to the **Chief of Police or his designee**, by November 15 of each year. Payment to be made annually the first week of December. (Amended 7/01)

D. 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 two representatives from management and two representatives 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 program contained in this Agreement.

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

Probationary employees shall not be eligible for educational incentive pay benefits.

Basic training is not eligible for incentive pay.

The Incentive Pay shall be paid on an annual basis. (Amended 7/99)

ARTICLE 12. GRIEVANCE PROCEDURE

Personnel covered by this Agreement may present a grievance through the following steps:

1. **Captain.** An employee shall first present his or her grievance to the **Captain** in writing within ten calendar days of the incident in question or the employee's learning of the incident. The **Captain** shall attempt to resolve the problem within (7) days from the date of its submission
2. **Chief of Police.** If unresolved, the employee shall present the grievance in writing to the Chief of Police. The employee and the Chief of Police have seven (7) days to resolve the problem.
3. **Town Manager.** If unresolved, the employee shall present the grievance in writing to the Town Manager. The Town Manager shall make a written reply within seven (7) days.
4. **Personnel Board.** If the employee still feels the grievance is unresolved, he may file a written request with the Personnel Board for a hearing. Within seven (7) days following the hearing, the Personnel Board shall submit its findings and its recommendations to the Town Manager with a copy to the grieved employee. The findings and recommendations of the

Personnel Board are advisory in nature. The decision of the Town Manager must be made within seven (7) days after receipt of the findings and recommendations of the Personnel Board, and it is final.

ARTICLE 13. ON THE JOB INJURIES

Any employee who sustains compensable illness or injury which arises out of and in the course of his 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 Worker's Compensation paid under the laws of the State, to equal his regular weekly salary or normal wage.

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

Such additional payments shall not be continued beyond twenty weeks. No additional payments shall be made in any instance when, in the opinion of the Chief of Police 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 employment of any other person, firm or corporation. (Amended 7/97; 7/99)

ARTICLE 14. CLOTHING

Section 1. The Town agrees to supply a new employee with uniforms consisting of the following:

- 3 pairs pants or skirts
- 6 short or long sleeve shirts
- 1 belt
- 2 pair of shoes

In addition, the Town will provide any replacement uniform items required during the first year.

Section 2. The Town agrees to pay for the replacement of prescribed uniform items as needed at the maximum rate of \$500.00 per year. (Amended 7/2011)

Section 3. A communications officer may requisition up to \$250.00 from the clothing allowance to meet cleaning costs, if an officer so requests. (Amended 7/2011)

ARTICLE 15. VANDALISM REIMBURSEMENT

The Town agrees to reimburse the employees for vandalism damages sustained to a personal motor vehicle registered to or operated by a person covered by this contract while said vehicle is parked while at work at the Municipal Building. Said reimbursement not to exceed the amount of the employee's actual deductible or \$500, whichever is less. Vehicles not registered to persons covered by this agreement shall be identified to the **Chief of Police or his designee**, or highest ranking patrol officer, prior to beginning of shift.

ARTICLE 16. EQUAL EMPLOYMENT OPPORTUNITY

The Town in cooperation with the BECOA 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 17. 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 a legally authorized subpoena or written consent of the member.

Section 2. Upon request, a member shall have the right to inspect his/her official personnel record. Inspection shall be during regular business hours and shall be conducted under supervision of the Personnel Director. A member shall have the right to make duplicate copies for his/her own use. The identity of a complainant may be withheld, when, in the judgment of the Chief of Police, the circumstances warrant anonymity. A member shall have the right to have added to his/her personnel file a written refutation of any material which he/she considers detrimental. (Amended 7/01)

ARTICLE 18. HEARING EXAMINATION

BECOA members agree to undergo an annual hearing exam which shall be paid for by the Town. All initial hearing exams will be conducted by the Town's Occupational health care provider unless otherwise agreed.

The BECOA member must have no average hearing loss greater than 25 (dB) at the 500, 1000, 2000 and 3000 Hz levels in either ear with no single loss in excess of 40 dB. The Town will receive annual hearing exam report results which will indicate either a pass or do not pass. Each member will receive a complete report of the hearing exam with the numeric results of each category.

If a member does not meet the hearing standards, the employee shall be placed on administrative leave with pay. As soon as possible following a "does not pass" the member will be examined by an audiologist, selected and paid for by the Town for additional testing. If the hearing loss is correctable to results within the acceptable decibel range the member shall be taken off paid administrative leave and return to work as soon as possible.

Should the hearing loss not be correctable to within the standards, the employee shall be placed on non-administrative leave for up to thirty calendar (30) days unless mutually extended by both parties. (Amended 1/06)

ARTICLE 19. OUTSIDE WORK

Members may engage in outside employment, subject to the conditions herein. However, no member may engage in outside employment which interferes with the proper and effective performance of the duties of their position, results in conflict of interest, or if it is reasonable to anticipate that such employment may subject the Town to public criticism or embarrassment. Employees must inform their department head of their intended outside employment. If the Town Manager, after communicating with the department head, determines

that such outside employment is detrimental to the Town, based on the above criteria, he/she shall notify the employee in writing that the request has been denied. Any employee who engages in employment outside their regular working hours shall be subject to perform his/her regular duties first. (Added 1/06)

ARTICLE 19. SEVERABILITY

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 20. DURATION OF AGREEMENT

This Agreement shall be effective from **July 1, 2013 to June 30, 2016.**

TOWN OF BRUNSWICK

BRUNSWICK EMERGENCY
COMMUNICATIONS OFFICERS
ASSOCIATION

BY *Jay Brown*
DATED *9/6/13*

BY *Emily McLean*
DATED *9/6/13*