




TOWN OF FREEPORT, MAINE

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ITEM #
134-21
Police Union
Contract

MEMORANDUM

TO: Freeport Town Council
FROM: Peter Joseph, Town Manager 
DATE: 04/23/20
RE: Proposed Union Contract for Ratification

The attached redline contract represents the draft negotiated agreement between the Town of Freeport and the Freeport Police Benevolent Association (FPBA), which represents the patrol officers, school resource officer, and detective that work for the Freeport Police Department, for the three year period representing Fiscal Years 22, 23, and 24. This agreement requires ratification by the Town Council as well as the membership of the FPBA before it can become effective.

As in past years, the management negotiation team consisted of the Town Manager, Police Chief, Finance Director, and Assistant to the Town Manager. Negotiations began in February of this year, and continued for several months, resulting in the draft agreement before the Town Council for consideration. The management negotiating team consulted with Town Council leadership early on in the process, and consulted with the full Council on 07/06/21 prior to finalizing the draft agreement for ratification. I would characterize the negotiating process for this agreement as amicable, professional and productive, which also accurately characterizes the current relationship between the Town and the FPBA. The past several agreements have been well received by both sides, and have resulted in few to no disputes or grievances during their terms.

The draft agreement has the following significant "cost items", which will total approximately \$21,290 in year one of the agreement:

- 1) Cost of living adjustment (COLA) in years two and three of the contract, the amount of which to be determined in those years based on a market survey of comparable communities as agreed to by both parties. This process is nearly identical to the process customarily used to determine COLA adjustments for non-union employees.
- 2) An increase to the retirement plan(s) offered, at a cost of approximately 2% of gross wages, in order to bring the retirement plans offered more into line with the majority of the agencies that we compete with in the area. In light of this adjustment, both parties agreed to forego a COLA in year one of the contract, the approximate amount of which would have been 2%.
- 3) An increase to both the tuition reimbursement amount (proposed to increase to the current UMaine system credit hour cost of \$308 per credit hour) as well as an increase to the hourly education stipend paid to employees who have obtained higher education.
- 4) An increase to the "stretch" physical fitness incentives, but not the base level incentive, intended to reward employees who maintain a physical fitness level above the minimum required level.

Along with these cost items described above, there are numerous text amendments and clarifications throughout the draft agreement.



CONTRACT AGREEMENT BETWEEN
THE TOWN OF FREEPORT
AND
THE FREEPORT POLICE BENEVOLENT
ASSOCIATION

| **July 1, 2021~~18~~ to June 30, 2024~~1~~**

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AGREEMENT

This Agreement, made and entered into between the **TOWN OF FREEPORT, MAINE** ("Town") and the **FREEPORT POLICE BENEVOLENT ASSOCIATION** ("F.P.B.A.") this 4th-1st day of ~~December~~ July, 20218.

The parties mutually agree as follows:

1. PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Law, Title 26, Chapter 9A of the Maine Revised Statutes, as amended, the Town and the F.P.B.A. have entered into this Agreement in order to promote the improvement of relationship between the Town as a public employer, and its employees who are members of the bargaining unit described herein.

2. RECOGNITION

The Town recognizes the F.P.B.A. as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours and working conditions for all full-time officers employed by the Freeport Police Department who are public employees.

3. NON-DISCRIMINATION

The Town and the Union agree that neither party shall discriminate against any bargaining unit member, whether or not a member of the Association, on the basis of race, creed, color, national origin, age, sex, disability, sexual orientation, genetic history and information, or marital status.

4. WAGES

Effective July 1, 20218, all members of the bargaining unit shall be placed on the Pay Scale Plan (attached to this contract as Appendix A)

For the purposes of this Contract year 1 of employment shall run from hire to the first anniversary of hire; year 2 shall run from first anniversary of hire to second anniversary of hire, and so on.

~~Effective On 07/01/22 and 07/01/23 +8~~ the bargaining unit shall receive a cost of living increase based on the average pay increase of the Comparison Towns listed below for Fiscal Year '23 and Fiscal Year '24, respectively. The bargaining unit will not receive a cost of living adjustment on 07/01/21 for Fiscal Year '22. and shall receive its annual pay increases effective the 1st day of each fiscal year thereafter.

Advancement on steps shall occur on anniversary dates based on an average or better evaluation. The evaluation forms and criteria shall be jointly developed by the Labor Management Committee. Bargaining unit members shall be eligible for advancement as of July 1, 20182021.

Non-certified new hires shall be placed the “non-certified” step at Year 1; after the completion of one year of employment, if they are still not certified by the MCJA, they shall move to “non-certified”, Year 2 step. Once they are certified by the MCJA they shall move to the “officer” step of the corresponding year.

Yearly cost of living adjustments shall be calculated in accordance with the terms of the Town Position Classification and Pay Scale Plan. The Town Position Classification bases its pay comparisons on the following towns for patrol: Auburn, Bath, Brunswick, Cape Elizabeth, Cumberland, Cumberland County, Falmouth, Gorham, Portland, Scarborough, South Portland, Topsham, Westbrook, Windham, Yarmouth and York.

The anniversary date for the purpose of computing “Months of Service” shall be the first day of the first payroll period following the date on which the officer qualified for employment by taking the oath of office.

For certified new hires, the Town may, at its discretion, award credit on the salary scale for prior outside full-time police employment, or for Freeport reserve police employment at a rate of up to one (1) year on the scale for every two (2) year period of such prior police employment.

~~**Town of Freeport Pay and classification schedule Fiscal Year 2019**~~
~~**F.P.B.A. Members**~~

~~In year (1) of this contract the COLA will be 2.23%. In years 2-3 of this agreement, Appendix A will be increased annually by a COLA based on the Town's customary survey of communities, as listed in this section, above.~~

The Town and Unit acknowledge that there are certain “specialties” within the policing field that require extra training and/or extra responsibility above and beyond the typical duties of a patrol officer, which would also typically create a cost to the Town if “contracted out”. It is agreed that the following specialties will receive the following additional compensation:

The School Resource Officer shall receive a weekly stipend of \$25.00 during the school year.

The Field Training Officer shall receive an increase of \$1.00 per hour when performing assigned FTO duties.

The following duties will receive an hourly stipend of \$0.34: Fire arms instructor, Tazer instructor, Intoxilyzer instructor, evidence technician, Drug recognition expert, Vehicle Maintenance Officer, Speed sign officer, and Information Technology Officer. Officers will only be eligible for one stipend annually. Specialty Assignments shall be made annually for one year periods of time. Each year the Chief shall designate how many officers are to be assigned to a specialty.

5. EMT BONUS

F.P.B.A. members shall receive an hourly stipend of \$ \$0.28 for taking an Emergency Medical Technician Course and becoming certified as an E.M.T. at the Basic Certification Level. Those F.P.B.A. members that are already certified at the EMT level must maintain

their certification to receive the stipend. Officers certified at the E.M.T. level shall only receive the E.M.T. bonus. To receive the E.M.T. bonus, the unit member must provide documentation that they have responded to 12 medical calls for service during the calendar year where the Freeport Rescue Department was dispatched.

The Town will allow Members while on duty to attend regular training or re-certification training that is held in Freeport and does not interfere with the normal business of the department. The Town agrees to reimburse certified E.M.T.'s for the cost of the E.M.T. course and subsequent re-certification costs. All training must be approved by the Chief of Police.

Any member who earns their Basic level E.M.T. license during the calendar year shall receive the stipend, beginning in the month the member receives their license.

All appropriate taxes shall be deducted from the stipend upon payment.

6. K-9 OFFICER

The department recognizes the additional responsibilities of being a police dog handler and makes the following compensation agreement for the time required to fulfill those responsibilities.

- A. The purpose of this agreement is to address the hours of work and wages of the Freeport Police department K-9 Handler position and the care, training and housing of the Freeport Police Department K-9.
- B. Bathing, grooming, exercising, feeding, brushing, cleaning of the dog's kennel or transport vehicle, administering drugs or medicine for illness and/or transporting the dog to and from an animal hospital or veterinarian, and training are all activities that require time commitments by the handler. Although the Department of Labor ruled in 1993 that dog care activities do not have to be compensated at the same rate of pay as paid for law enforcement activities, the following guidelines will apply.
- C. The department will add \$1.00 per hour to the K-9 handler's regular hourly rate of pay to compensate for the additional duties required for the proper care, training and handling of the K-9.
- D. Time spent at home on regularly scheduled days off caring for the K-9 will be estimated at ½ hour per day for a total of one and one half hours per week in a regularly scheduled work week. In lieu of paying the K-9 handler overtime for these one and one-half hours, the K-9 handler will be allowed to arrive for his shift one-half hour late or leave his shift one-half hour early for three shifts during his regularly scheduled work week. These half hour variations will occur, however, only when the K-9 handler is not the sole officer on duty. The parties recognize the need for flexibility in administering the terms of this paragraph and agree to work with each other to meet the end goal of the one and one-half hour reduction in shift work per week.

- E. When on patrol duty, every effort to exercise, groom, feed, administer medications, maintain equipment and clean the K-9 car will be done during the normal working hours. Additionally, adjustments may be made to the K-9 handler's schedule to help offset their responsibilities as a K-9 handler. Administration reserves the right to alter the handler's work schedule within reason and without undue hardship to minimize training and overtime expenses.
- F. In-service training days will be scheduled through the Lieutenant on a regular scheduled shift. In the event that training time has to be scheduled other than during a regular scheduled shift, the handler will be compensated at the overtime rate according to the Agreement between the Town of Freeport and the Maine Association of Police, Section VI- Overtime.
- G. Call out time, which is only approved by the Chief, Lieutenant, or Sergeant, will be compensated at the overtime rate according to the Agreement between the Town of Freeport and the Maine Association of Police dated July 01, 2015, Section VI- Overtime.
- H. Expenses related to the K-9 program will be paid or reimbursed by the Freeport Police Department as approved by the Chief of Police.

7. OVERTIME

- A. Overtime, for the purpose of this Agreement, shall be deemed to mean any time worked in excess of forty (40) hours in any seven (7) day period.
- B. When a member of the bargaining unit assigned to a first shift is assigned to a second shift, he or she shall be granted one-half hour to eat as soon as practicable within the second shift, during which period the member shall be subject to call.
- C. No member of the bargaining unit shall be refused overtime because of authorized leave, including sick leave during that week.
- D. Each weekly paycheck shall be accompanied by a listing when available of regular pay, overtime pay, holiday pay, and detail pay.
- E. Overtime shall be paid at a rate of one and one-half (1 ½) straight time rates. First right of refusal will be given for all vacation and compensatory time scheduled 14 days in advance.

In computing overtime hours, the following shall not be used in the calculation: extra duty details, union activities, compensatory time, less than forty (40) consecutive hours of vacation time and sick leave.

- F. “Call outs” are different that standard overtime, or any type of shift coverages. Call outs are payable at the officer’s overtime rate. Call outs require the authorization of a supervisor (Sergeant, Lieutenant, or Chief), and include the following types of work:

Patrol call outs: any after hours or days off work conducted because of a patrol officer being called for coverage that is not shift coverage.

Detective call outs: any after hours or days off work conducted because of a detective being called to handle a major felony, crime scene processing, search warrants, helping an SRO with underage drinking parties, etc., including incidents handled over the phone without physically being at the Police Department.

SRO call outs: any after hours or days off work conducted because of an SRO being called to handle anything juvenile related, including underage drinking parties or incidents handled over the phone without physically being at the Police Department.

Members shall receive a minimum of four (4) hours pay for off-duty call-out attendance including court attendance on off-duty, provided that all witness fees are paid directly to the Town. An appearance in the A.M. and the P.M. for two (2) separate cases will constitute payment for two (2) separate appearances. The four (4) hour minimum shall not be given when call out occurs prior to the commencement of a regular shift.

G. In lieu of payment for overtime worked, unit members may elect to receive compensatory time off. Any compensatory time off granted in lieu of overtime shall be granted at the rate of 1.5 times the number of actual hours worked. No member shall be allowed to accrue more than 120 hours of compensatory time. This limit includes compensatory time granted under section 8.E of this contract.

H. All full time officers will be given a right of first refusal for any overtime shifts ahead of any part time or reserve officers.

8. HOLIDAYS

A. The following holidays shall be recognized and observed as paid holidays on the day of the year officially designated:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

Any other state and/or federal holiday granted to all Town employees.

B. If any member of the bargaining unit works on any holiday listed above, they shall be paid at the rate of two and one half (2 ½) times their rate of pay, unless, with the approval of the Chief of Police or his designee, the unit members working holidays elect to take compensatory time at a rate of one and one half (1 ½) times. The workday for F.P.B.A. members shall be calculated using a 24 hour clock and holiday pay shall be calculated in the same manner. Holiday pay will be calculated for any hours actually worked on the holiday. By way of example, an officer working from 1700 hours to 0300 hours on a Monday holiday is actually working seven (7) hours on the holiday. The remaining three (3) hours of the shift shall be calculated as non-holiday straight time.

If a unit member works Thanksgiving Day or Christmas Day, they will be paid three (3) times their rate of pay for actual hours worked on the holiday unless, with the approval of the Chief of Police or his designee, the unit member working said holiday elects to take compensatory time it shall be calculated at a rate of one and one half (1 ½) times.

- C. Whenever a holiday falls on any employee's day off or during his/her vacation, he/she shall have the option of either (a) compensatory time off with pay in lieu of extra pay for the holiday, or (b) extra pay for the holiday. Pay will be calculated at straight time.
- D. Compensatory time shall be granted at one and a half time hours worked on a holiday. For example: If a member chooses to take compensatory time in lieu of holiday pay during an eight (8) hour shift, he/she shall receive twelve (12) hours of compensatory time. During a ten (10) hour shift, he/she shall receive fifteen (15) hours of compensatory time.
- E. No member shall be allowed to accumulate more than 120 hours of compensatory time. This limit includes compensatory time granted under section 7.G of this agreement. Members shall be able to cash in 40 hours of Compensatory Time once per fiscal year provided they have at least 40 hours accrued.

9. VACATIONS

Vacation privileges are available only to full-time employees. Each full-time employee shall earn vacation time, with pay, computed on his/her anniversary date.

- 1. Entitlement - Two weeks: Accrued during employment years 1-5 and credited annually on the unit member's 1st through 5th employment anniversaries.
- 2. Entitlement - Three Weeks: Accrued during employment years 6-12, and credited annually on the unit member's 6th through 12th employment anniversaries.
- 3. Entitlement - Four Weeks: Accrued during employment years 13-19, and credited annually on the unit member's 13th through 19th employment anniversaries.
- 4. Entitlement - Five Weeks: Accrued during employment year 20 and each year thereafter, and credited annually on the unit member's 20th employment anniversary and each employment anniversary thereafter.

Employees will be credited their vacation allowances annually in a lump sum fashion on their anniversary dates. For the purposes of calculating vacation time payable upon separation of employment, employees shall receive credit on a pro-rated basis for any accrued uncredited vacation time, in other words, vacation time which has been accrued since their last annual lump sum credit, according to the schedule above.

Other than upon separation of employment, accrued vacation time will have no value until it is credited on the employee's anniversary date.

10. UNIFORMS AND EQUIPMENT

- A. Sworn Officers shall be issued uniforms, uniform accessories, and all required equipment to be used in the performance of their duties. This equipment remains the property of the Town and shall be returned upon separation.
 - 1. The Officers shall order replacement uniforms once per fiscal year and sufficiently ahead of the June 30 end of the fiscal year so that the related paperwork and purchases will get to the accounting department ahead of the close of the fiscal year. Every fiscal year, officers are allowed to order 2 summer shirts, 2 winter shirts and 2 pairs of pants. The officer must have worked at least one (1) full year to be eligible for this replacement schedule.
 - 2. A full time officer may request the replacement of uniforms and equipment according to the uniform and equipment replacement schedule attached at the end of the contract as Appendix B.
 - 3. Full time officers will be provided with an allowance of \$200 per fiscal year, and shall be allowed to purchase allowable apparel or police equipment through a vendor approved by the Chief or their designee, which will be billed directly to the Police Department. If the officer chooses to make a purchase outside of the approved vendor list, the officer's original receipt detailing the purchase must be submitted to the Chief for reimbursement. These such purchases will be deducted from the officer's \$200 allowance.
 - 4. Each officer shall be issued a current Maine Motor Vehicle Statute book, and a current Maine Criminal Statute book.
- B. The Town will provide a uniform cleaning allowance not to exceed \$60.00 per month minus applicable IRS deductions per person for all full time officers. The allowance shall be disbursed monthly on the first full week of each month. Clothing must be kept clean at all times.
- C. The Town agrees to replace police or civilian clothing or equipment damaged or destroyed in the line of duty and to the replacement of personnel effects as approved by the Chief of Police, and for items not covered under workers compensation.
- D. The Town agrees to provide each full-time unit member with a protective vest. The town shall additionally provide the School Resource Officer and Detective with external body armor. These shall remain as the Town's property. The Town will replace protective vests or various parts thereof in accordance with the manufacturer's recommendations. Vest carriers will be replaced at the discretion of the Chief of Police.
- E. Air conditioning will be maintained in patrol vehicles.
- F. The Detective position shall receive a \$500 clothing stipend for the purchase of civilian clothing. This \$500 stipend shall be paid in July of each year and shall be taxed as income upon payment to the Detective.

- G. The Town agrees to provide cell phones in Patrol vehicles as assigned for primary policing duties.

11. REIMBURSEMENT FOR TRAVEL AND TRAINING

- A. When traveling at the request of the Chief or the Chief's designee for department business or training outside of a unit member's scheduled patrol shift, unit members will be reimbursed for all reasonable expenses upon the submission of receipts. Reimbursable expenses shall include expenses for travel, mileage, meals and lodging. Mileage reimbursement shall be at the current IRS rate. Meals shall be reimbursed at a maximum rate of \$10 for breakfast, \$10 for lunch, and \$20 for dinner. Typically reimbursement for lodging or reimbursement for breakfast and dinner will only be reimbursed when the member has travelled and will be staying away from home for the course of the department business or training, unless otherwise agreed to by the Chief or the Chief's designee.

12. INSURANCE

- A. The Town agrees to maintain in force, during the term of this Agreement, comprehensive health plan Point of Service C offered by the MMEHT or equivalent health, professional liability, comprehensive automobile, and workers compensation insurance. The Town will pay health insurance costs based on the following schedule:

Insurance (per month)		
<u>Single Subs.</u>	<u>Family Subs.</u>	<u>Employee/Dependent</u>
80% Employer	80% Employer	80% Employer
20% Employee	20% Employee	20% Employee

- B. The Town agrees to provide an income protection plan for the members of the bargaining unit to be paid in full by said members.

For employees in the ICMA Retirement Corporation Section 401 A Money Purchase Plan, the Town shall offer, if requested, a disability plan with coverage similar to that provided by the Maine State Retirement System. The cost of this plan shall be paid by unit members.

- C. The Town agrees to provide the members of the bargaining unit with a life insurance policy equivalent to one time a member's annual salary.
- D. The Town agrees to maintain in force, during the period of this Agreement, a dental plan. The Town will pay the full cost of the employee portion of the plan.
- E. Unit members not taking advantage of the medical insurance offered shall be paid a stipend consistent with what non-union employees receive, which shall be paid during the first pay period in December with all appropriate taxes deducted. In the event that

the Town ceases to provide this benefit to other Town employees, the Town shall continue to pay the benefit to Members based upon the formula in effect on July 1, 2018, or any formula that comes into effect during the life of this Contract which is more beneficial to Members.

- F. If a member cancels the Town's insurance coverage during the calendar year, they shall be eligible to receive the insurance stipend factored on a prorated basis, beginning from the first full month they have cancelled the insurance. Any member dropping the Town's medical insurance shall be required to maintain a comparable insurance policy.
- G. Any member who has dropped the Town's medical insurance coverage shall be allowed to rejoin the insurance program if their other medical coverage is terminated.
- H. Bargaining unit members will be offered the same vision plan as other Town employees and at the same cost.
- I. Health Insurance. The health insurance POS-C plan shall stay in place but Members of the Unit shall have two other choices for health insurance plans if requested based upon MMA's plan options. In terms of cost/benefits, the two additional options shall either be on each side of the POS-C or both on the high side of POS-C or the low side of POS-C. If a member chooses a more expensive program than POS-C, the Member shall pay the overage costs so the Town's outlay shall be equivalent to POS-C.

13. RETIREMENT

The employee shall choose one of the following options upon hire. This choice shall be irrevocable for all future employment with the Town of Freeport:

- A. The Town will make a contribution to the I.C.M.A. retirement plan of ~~twelve ten (120)~~ percent as long as the member matches the contribution with ~~nine seven (97)~~ percent member share.
- B. Alternatively, the Town will offer the opportunity for full-time employees to join the Maine State Retirement program (PLD Special ~~263C~~) in lieu of ICMA. The Town will only pay its share to the primary selected retirement program of the employee

14. SICK LEAVE

- A. Basic Number and Total Accumulation: Each full-time, continuous employee shall be entitled to 10 hours per month of regular employment to be used as paid sick leave. Unused sick leave shall accrue from month to month.
- B. Regulations and Conditions
 - 1. Paid sick leave may be granted only by the Town Manager, subject to the recommendation of the Department Head, to an employee who is unable to perform the duties of his position on account of personal illness or physical

incapability. The Town, through appropriate supervisory personnel, may request documentation in cases of suspected patterned abuse of sick leave. Documentation shall be provided during the time of the reported illness by a doctor, or health care professional, selected by the Town. Any costs of providing the documentation shall be paid for by the Town. Any employee determined by the employer to be abusing sick leave shall be subject to discipline or discharge.

2. An employee must notify his Department Head or the Town Manager at least twenty-four (24) hours prior to a planned sick leave for medical purposes or as ordered by a physician. In case of sickness, emergency hospitalization, or a situation that prevents an employee from making an advance notification, a member of the employee's family shall notify the Department Head or Town Manager as soon as practical.

C. Ineligible Conditions:

1. Sick leave shall not be used as vacation time, but vacation time may be used as sick leave if desired by the employee.

D Other Conditions

1. Upon termination in good standing or retirement, all employees shall be compensated for accrued unused sick time by payment into an RHS account, (ICMA Vantage Care RHS plan or equivalent plan) upon separation.
 - a. Payment into an RHS account upon termination in good standing or retirement shall be subject to the following limits:
 - Less than two years of employment – no payment

 - From two to nineteen years of employment – up to 1,200 hours of unused accrued time may be payable into an RHS upon termination in good standing or retirement.

 - From twenty to twenty nine years of employment – up to 1,500 hours of unused accrued sick time may be payable into an RHS upon termination in good standing or retirement.

 - 30 or more years of employment – up to 1,800 hours may be payable into an RHS upon termination in good standing or retirement
 - b. Hours paid into an RHS account upon termination in good standing or retirement shall be paid at the following percentage of the employee's regular hourly rate of pay at separation:
 - Employed less than two years – no payment
 - Employed from 2 to 10 years – 33%
 - Employed from 11 to 15 years – 41%
 - Employed 16 or more years – 58%
 - c. Members may accrue and use sick time in excess of limits shown in section D § 1.a above, however there will be no compensation upon separation for any time accrued in excess of these limits.

2. An employee may donate four (4) sick leave days (40 hours) per year to a sick leave bank. The bank may be used on an as-needed basis and only for major illnesses.
3. The Town agrees that, in the event an employee shall die, the surviving spouse or family members will be given one-hundred percent (100%) of the employee's accumulated sick time at his hourly rate of pay.
4. Up to three (3) sick leave days (30 hours) per year may be used for personal reasons.
5. An employee may use up to three (3) sick leave days (30 hours) per year to care for a member of their immediate family (son, daughter, husband, wife).
6. An employee who does not use a sick day from January 1 through June 30, or from July 1 through December 31, will have the opportunity to turn one (1) sick day (10 hours) into their compensatory account. An employee who does not use any sick time from January 1 through December 31 may have an additional sick day (10 hours) turned into compensatory account upon their request.

E. The Town provides Family and Medical Leave to all eligible employees pursuant to the conditions of the Family and Medical Leave Act (FMLA) of 1993, and any other applicable federal and state laws. The FMLA applies to fathers and mothers for purposes related to the birth or adoption of a child, as defined by the FMLA.

15. DEATH IN THE FAMILY

Any member of the bargaining unit who suffers the death of a spouse, child, stepchild, domestic partner or parent shall be granted, upon notice to the Chief of Police or his designee, a leave of absence of forty (40) hours. Any member of the bargaining unit who suffers the death of a brother, sister, stepparent or grandparent shall be granted, upon notice to the Chief of Police or his designee, a leave of absence of a minimum of three (3) days at the discretion of the Chief of Police. Any member of the bargaining unit who suffers the death of a mother-in-law or father-in-law shall be granted, upon notice to the Chief of Police or his designee, a leave of absence of one day. During such leave, members of the bargaining unit shall be compensated at their regular rate of pay. Extension of bereavement leave may be granted by the Chief of Police, upon request of the employee, when unusual circumstances or distance are factors.

16. INCAPACITATION

The Town agrees that the officers who are incapacitated in the course and scope of employment while exercising reasonable care shall be paid the difference between compensation paid or payable under the Workers Compensation Act and their regular wages. Benefits payable under this Article shall be limited to a maximum of one (1) year. The Town Council, at its sole discretion, may extend the one-year period in a given case.

The Town agrees to provide unit members with any reimbursement for the one week Worker's Compensation "waiting period" that is provided to non-union employees under the Town's personnel policy.

17. MILITARY LEAVE

Military Service Leave: Employees who are members of the organized military reserves and who are required to perform field service will be granted reserve service leave in addition to the vacation leave, but not to exceed fifteen [15] calendar days per fiscal year. All other such military leave will be unpaid, but employees may choose to utilize any accrued leave time. If earned time is exhausted then the leave will be without pay. The employee is expected to return to work upon expiration of a granted leave or to have arranged an extension of a leave, granted at the discretion of the employer. If applicable, employees may choose to continue insurance benefits for the duration of leave by assuming the employer contribution. Vacation and sick leave will not continue to accrue during the leave unless the employee is using earned time. The Town will comply fully with the Uniformed Services Employment and Reemployment Rights Act, USERRA.

An employee who is a certified disaster service volunteer under state law (30-A MRSA §2705) may, upon the request of the American Red Cross, be granted leave to participate in specialized disaster relief services for the Red Cross, and with the approval of the municipal officers:

Be granted leave not to exceed 15 days per year without loss of pay, vacation time, sick leave, or earned overtime accumulation;

Be granted leave using the employee's compensated time off, with the employee's consent;
or

Be granted a leave using a combination of paid leave and compensated time off.

This provision applies only to relief services related to a disaster declared by the governor or the President of the United States.

18. GRIEVANCE PROCEDURE

Grievances, which for the purpose of this Agreement, are defined as disputes with respect to the interpretation or application of the specific terms of this Agreement, shall be processed in the following manner:

- A. A member of the bargaining unit who believes they have a grievance shall first present the grievance to the Chief of Police within ten (10) days of its occurrence. If the grievance is not resolved to the satisfaction of the employee within five (5) working days, the employee may, within five (5) working days thereafter, reduce the grievance to writing and request the Chief of Police to render a written decision on the grievance. The written grievance shall contain a concise statement of the events allegedly giving rise to the grievance, the specific section of Agreement alleged to be violated, all evidence available in support of the alleged grievance, a statement as to when the grievance arose, became known or should have become known to the employee, and

statement of the relief requested. Upon receipt of a grievance in writing, the Chief of Police shall respond in writing to the employee within seven (7) days.

- B. If the grievance is not resolved to the satisfaction of the employee, the employee may, within five (5) working days of the date of the written decision of the Chief of Police, or within twelve (12) working days of the submission of the grievance in writing, request a review of the grievance by the Town Manager. The Town Manager shall arrange, at the earliest time, for a hearing of the grievance which shall include the aggrieved employee and his Department Head, and which may include the calling of witnesses who may have knowledge of the grievance. The Town Manager may discuss a grievance with the Chief of Police at any time prior to the hearing. The Town Manager shall conduct the hearing and respond in writing to the employee and the Chief of Police within seven (7) days following the adjournment of the hearing.
- C. If following the hearing and decision by the Town Manager, the employee believes that the grievance is still not resolved satisfactorily, the employee may, within five (5) working days of receipt of the decision of the Town Manager, appeal the grievance, in writing, to the town manager and request for a hearing with a qualified independent arbitrator.

Upon receipt of the employee request, the Town Manager shall, within ten (10) working days, request the scheduling of an administrative hearing with a qualified independent arbitrator. The arbitrator shall render its decision in writing within thirty (30) working days of the completion of the administrative hearing. The decision of the arbitrator shall be final with regard to the employee's grievance.

In the event that the two parties cannot agree on the selection of a qualified independent arbitrator, the grievance shall be submitted to the State Board of Arbitration and Conciliation.

- D. All grievances shall be filed and appealed within the time limit set forth above or they shall be deemed waived; provided, however, that the time limit may be extended by mutual agreement.

19. DUES DEDUCTION

The Town agrees to deduct from salaries money for the F.P.B.A. dues upon receipt of individual written authorizations from members of the bargaining unit. The amount to be deducted shall be certified to the Town by the F.P.B.A. and the aggregate authorized deductions of all employees shall be remitted promptly to the F.P.B.A. In the event that dues are increased, the F.P.B.A. shall notify the Town at least thirty (30) days prior to the effective date of the dues increases. The F.P.B.A. shall indemnify, defend and hold the Town harmless against any claims made, and any suits against the Town on account of payroll deductions of said dues. The F.P.B.A. agrees to refund the Town any amount paid to it in error on account of the payroll deduction provision upon presentation or proper evidence thereof. It is expressly agreed and understood that any payroll deductions made pursuant to this Article shall be made on a monthly basis. Dues deductions from Unit Members will be paid to the Association during the first pay period each month unless it is affected by a Holiday. In that event, the second pay period will be utilized.

20. UNION BUSINESS

- A. The President of the F.P.B.A. or his designee may be permitted reasonable amounts of time to meet and confer with officials or agents of the Town relative to the administration of this Agreement or for the purpose of negotiating a successor agreement. Such meetings shall be scheduled at mutually convenient times and shall be heard at times, which will not interfere with the operation of the Police Department.
- B. Reasonable amounts of time will be afforded members of the bargaining unit to confer with the President of the F.P.B.A. or his designee on matters, which could constitute a grievance, provided that such conferences shall not interfere with the operation of the Police Department.

21. MEMBERS RIGHTS

COMPLAINTS AGAINST EMPLOYEES

Whenever a complaint (written or oral) is lodged against an employee, the following procedures will be followed:

- A. The complainant shall contact the Police Chief or designee. An attempt will be made to solve the problem at this level.
- B. If the complaint cannot be resolved at the informal level then the complainant shall reduce the complaint to writing and define the specifics of the complaint including the names of all witnesses, with his/her signature applied to the complaint.
- C. A copy of the complaint will be supplied to the affected employee complained against upon receipt and to the Police Chief except that the procedure in this section will be held in abeyance while a confidential investigation is carried out in the case of a complaint involving allegations of ongoing criminal conduct by one or more members of the bargaining unit. The Police Chief, or his/her designee, will investigate the complaint.

When an investigator believes that there is reasonable cause to interview a member under investigation concerning an alleged violation of the Department's operating procedure or misconduct, the member shall be afforded twenty-four (24) hours notice, with allowances being made for weekends and holidays, unless an emergency exists or such right is waived, to contact and consult privately with an attorney or other counsel of his/her own choosing before being interviewed. If it is known that the member of the Department being interviewed is a witness only, he/she shall be so informed.

- D. As a result of any investigation into the conduct or actions of any employee, a copy of the investigative report will be given to the employee whether the report indicates that the complaint was suspended, and why, completed, or that the complaint was withdrawn by the citizen. The employee has the right to exercise his/her constitutional rights regarding the investigation and to involve a Union Representative at all hearings involving the complaint. The employee will be informed by the Police Chief whether

the complaint is of a criminal nature or an interdepartmental investigation. Complaints from juveniles will be made in the presence of parents or legal guardians.

No investigative material other than final discipline letters shall be placed in a member's personnel file.

- E. Should the employee be suspended from duty after the investigation phase, the suspension may be with or without pay and benefits, depending on the circumstances. Back pay may be awarded.

In cases where probable cause exists that a criminal offense has been committed, the member may be suspended immediately without pay pending disposition of the charges. Back pay may be awarded.

22. STRIKES AND SLOWDOWNS PROHIBITED

The parties hereto agree that strikes and slowdowns will be prohibited, and that the association, its officers, members or agents will not engage in, encourage, sanction, or suggest strikes or slowdowns which may involve suspension of or interfere with work.

23. MANAGEMENT RIGHTS

- A. The Town reserves the right to establish work rules for all members of the bargaining unit, which work rules may include procedures for discipline of members of the bargaining unit.
- B. Except as otherwise specifically provided in this Agreement, the determination and administration of policy for the Freeport Police Department, the operation of the Freeport Police Department and control, supervision and direction of all members of the bargaining unit are reserved to and vested exclusively in the Town. Further, the Town specifically reserves and retains to itself all rights and power that it has or may hereafter be granted by law and may exercise the same at its discretion.

24. SENIORITY

- A. Seniority is defined as the length of continuous full-time service of any member of the bargaining unit with the Freeport Police Department. All appointments shall be made for a period of twelve (12) months and shall work under the Agreement within which time they may be dismissed without protest by the Union. All appointees employed after said probationary period shall be placed on the seniority list as regular employees, with the right to available work for which they can qualify. In the event of equal seniority, the appointing official shall designate the order of appointment. The probationary period may be completed at the end of six (6) months at the discretion of the Chief of Police.
- B. All shift openings shall be posted one week prior to the filling of the vacancy, if possible. Seniority will be given due consideration in scheduling vacation time, holiday time, and paid details.

- C. In the event of a layoff, seniority will govern, beginning with the least senior employee. The Town will attempt to offer any open shifts to members of the bargaining unit who are on layoff, if available, before making the offer to a reserve.
- D. The Town will maintain an employee out on a layoff for a period of two years, if available, with respect to the reinstatement of the vacant position; once the two years has expired, the Town has the right not to recall said employee.
- E. If a full time non-bargaining unit member is demoted in rank as a result of disciplinary action, that non-bargaining unit member shall be eligible to rejoin the bargaining unit, and shall fall onto the seniority list based upon their total number of years of service with the Freeport Police Department.
- F. If a full time non-bargaining unit position is eliminated by the Town Council for economic reasons, the full time non-bargaining unit member shall be eligible to rejoin the bargaining unit, and shall fall onto the seniority list based upon their total number of years of service with the Town of Freeport.

25. PAID DETAILS

Paid details shall be deemed to be any work other than normally scheduled police operations to be performed as a result of an agreement with a private citizen, business or group with payment to be made by that citizen, business or group. Upon arrangements of a paid detail, the Chief of Police will provide for the scheduling of the same in conjunction with the President or his designated agent of the Freeport Police Benevolent Association. All payments for details will be transacted by the Town of Freeport Finance Department. Officers will submit a voucher to the Chief of Police stating the date, number of hours worked and the name and address of the employer for each detail worked during any given pay period.

The rate charged for paid details shall be the minimum hourly rate of \$60 per hour ~~rate of the 10 year Sergeant's over-time rate~~ with a minimum of three hours. Rates for School and Municipal functions will be determined by the Employee-Management Committee. Varied rates may be charged for long-term details, said rate shall be determined by the Employee-Management Committee. Long-term details shall be those details that exceed ten (10) days in duration.

The Town of Freeport will then bill the employer for hours worked. An administrative fee of not more than \$5.00 per day, per detail, will be added to that bill to defray the cost of the process.

In the event that no regular member of the department is available to cover a paid detail, it will be offered to Reserve Officers. Members covered under the Contract shall have a right of first refusal for all Details arising hereunder. In the event that no Regular Member or Reserve Officer of the Freeport Police Department is willing and able to cover a paid detail that requires 2 or more officers, the detail shall then be offered to an outside law enforcement agency. A Freeport Officer, however, must be present on the detail with the outside agency officer.

In the event no member of the Police Department is available to fill a paid detail requiring only traffic direction and/or control, it shall then be offered first to members of the Freeport Fire/Police.

In all cases, the detail rate charged will be the rate listed on the Detail Agreement and the rate of pay for any participating outside law enforcement agency/officer shall be the same rate as that for a Freeport Officer as outlined in this Article.

26. EDUCATION AND TRAINING CREDITS

A. To encourage professional & academic development, the Town agrees to the following educational incentive pay plan. Each year, an employee may choose between one of the following two options:

- 1) Officers may receive a reimbursement of actual costs up to the current published UMaine System "online resident" tuition rate (\$308/credit hour as of 07/01/21) \$160/per credit hour for a grade of A/95 or equivalent, \$140/per credit hour for a grade of B/85 or equivalent, and \$120/per credit hour for a grade of C/75 or equivalent up to a maximum of 12 credits taken during the calendar year, for up to 12 credit hours of courses completed at an accredited institution of higher learning and achieved with a grade of "C" - 75 / 2.0 (or numerical equivalent), or better in the field of law enforcement or a closely related field as approved by the Chief of Police.
- 2) Officers will receive, in lieu of option #1 above, an hourly stipend of \$0.55 for an Associate's Degree in any field, or \$0.88 for a Bachelor's Degree in any field, or \$1.11 for a Master's or Doctorate degree in a field reasonably related to policing, in the determination of the Chief of Police. An officer who has completed at least 60 credit hours of course work towards a degree in a field reasonably related to policing, in the determination of the Chief of Police, but who has not yet received an Associate's Degree, will be eligible to receive the \$0.55 per hour stipend for the Associate's Degree described above.

Reimbursement for Credit Hours will be made during the first pay period in December each year. To be eligible for the above payment, employees must have completed a twelve (12) month probationary period and present to the Chief of Police proof of the degree, or proof of the yearly-accumulated credits.

B. To encourage professional law enforcement, the Town agrees that each Officer be offered a minimum of forty (40) hours per year of in-service training. An officer must use the first twenty (20) hours of training on courses that enhance the officer's basic training. A training program that is given or sponsored by the Maine Criminal Justice Academy will meet this requirement. The remaining twenty (20) hours may be taken in specialty type fields with the approval of the Chief of Police. A regular officer shall be designated by the Chief of Police to assist in proper distribution of such training programs to be offered within the department. In-service training programs shall be offered to officers with senior officers having first preference for training courses. All approved training programs available to the department members will be prominently

posted on the squad room bulletin board, by the Chief or his designated officer, for a period of not less than fourteen (14) days prior to the registration deadline.

27. SEPARABILITY

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

28. MEDICAL EXAM

The Town requires each Officer to submit to an annual medical examination. The expense of said examination will be paid in full by the Town and the Town will provide the physician to be used. Should the officer require a second opinion, they may do so at the officer's own expense. Should both opinions conflict, a third will be made available, the cost of which will be shared (one-half by the Town and one-half by the employee).

If the Town has reasonable concerns about the physical or mental capabilities of any officer to safely perform their duties, the Town may require the officer to submit to a medical examination with a doctor that is mutually agreed upon by both parties.

29. PERFORMANCE REQUIREMENTS

A. Physical Aptitude Testing

The Town of Freeport and the Association jointly recognize that an employee's physical condition and fitness can have significant implications for the employee while in the performance of his or her duties. Therefore, full-time sworn law enforcement officers are encouraged to maintain a level of physical fitness appropriate to the demands of police work.

It is mutually agreed that a mandatory annual physical test will be implemented during the calendar year 1995 for employees hired after January 1, 1995. Employees hired prior to January 1, 1995, who voluntarily elect to take part in this program, are required to take the next physical fitness test given by the Department and to be bound by the results of that test in accordance with the provisions of Section 1. If such an employee wishes to discontinue participation in this program, he/she may do so only after taking the test, and the employee must notify the Chief of Police in writing within seven (7) days of receiving the results of the test.

The test components will include:

1. Aerobic capability
2. Strength

The Town of Freeport and the Association jointly recognize that in accordance with Article III of this Agreement, no standards established in this Agreement will be discriminatory and that the standards set are minimum standards. Different levels of fitness are established versus age.

Section 1. Minimum test performance standards for the Freeport Mandatory Annual Physical Test are taken from “The Cooper Institute” protocol for anaerobic power testing and the MCJA physical fitness standards. The Freeport PD standard is for all employees hired after January 1, 1995 and for the hiring of police academy graduates. All new hires that need to attend the police academy must pass the MCJA entrance standard (40th percentile) listed below.

Freeport PD standard

MALE / AGE	RUN DISTANCE / TIME	PUSH UPS - 1 MIN	CRUNCH - 1 MIN
20-29	300M / 59.0 (3/4 lap)	29	38
30-39	300M / 1:00 (3/4 lap)	24	35
40-49	300M / 1:12 (3/4 lap)	18	29
50-59	300M / 1:23 (3/4 lap)	13	24
60+	300M / 1:43 (3/4 lap)	10	19
FEMALE / AGE	RUN DISTANCE / TIME	PUSH UPS - 1 MIN	CRUNCH - 1 MIN
20-29	300M / 1:11 (3/4 lap)	15	32
30-39	300M / 1:19 (3/4 lap)	11	25
40-49	300M / 1:34 (3/4 lap)	9	20
50-59	300M / 1:40 (3/4 lap)	6	14
60+	300M / 1:55 (3/4 lap)	3	6

Officers successfully completing the agreed upon standards on the first attempt shall receive a \$400 stipend.

Employees hired prior to January 1, 1995 although not mandated to complete the Freeport PD standard, are encouraged to voluntarily comply with this physical fitness requirement.

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

- a. within 45 days (failed items only); or
- b. within 6 months (all items)

Failure to pass within 6 months of the date of the first test may result in termination.

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

Section 3. The Town of Freeport agrees to waive physical fitness requirements for any employee with job-related injuries that would preclude his/her performance on the physical fitness evaluation, as determined by the Town’s physician. Further, should

any employee be suffering from a temporary disability due to injury or accident off the job, the physical fitness examination may be postponed for a reasonable length of time at the request of the employee.

Section 4. The Town of Freeport agrees that the physical fitness examination shall be administered to employees at times reasonable to their work schedules, with prior notice, and at least a full shift between the time the employee works and the time the test is administered.

Section 5. Full-time sworn law enforcement officers employed prior to January 1, 1995 shall be subject to the performance standards outlined in the previous contract agreement.

Section 6. The Town will maintain a fitness room in the Public Safety Building and the Town will consult with the Union should any proposals come forward to relocate or alter the fitness room.

Section 7. Officers shall have the option to take a non-mandatory aptitude test in lieu of the Freeport PD standard test. The testing shall be based upon the MCJA physical fitness test in effect at the time the contract is signed. Those standards are outlined below. If an officer passes the MCJA test at the 40th percentile, he or she shall receive a ~~\$6500~~ stipend in lieu of the \$400 stipend for passing the Freeport PD standard test. If the officer passes at the 50th percentile or higher, he or she shall receive a ~~\$600-700~~ stipend in lieu of the \$400 stipend for passing the Freeport PD standard test. If an officer passes the MCJA test at the 60th percentile, they shall receive a \$900 stipend in lieu of the \$400 stipend for passing the Freeport PD standard test. If an officer fails the non-mandatory test, they will not receive a stipend and they will be required to retake and pass that test or the Freeport PD standard test as set forth above. If an officer hired prior to January 1, 1995 opts to take the Freeport PD standard test (or a non-mandatory test) and passes, they will be allotted the same benefits as other officers who pass the tests; if they fail, they are required to comply with the terms set forth above (see Section 5) for those hired prior to 1995.

Within a week of passing the Freeport PD standard test, an officer may elect to take the non-mandatory aptitude test. If the officer passes the MCJA test at the 40th percentile, he or she shall receive ~~\$100600~~, in addition to ~~lieu of the the~~ \$400 received for completing the Freeport PD standard test. If the officer passes the MCJA test at the 50th percentile or higher, he or she shall receive ~~\$200700~~, in addition to ~~lieu of the~~ \$400 received for completing the Freeport PD standard test. If the officer passes the MCJA test at the 60th percentile, he or she shall receive \$900, in lieu of the the \$400 received for completing the Freeport PD standard test.

MCJA APPLICANT PHYSICAL FITNESS ENTRANCE STANDARDS:

OPTIONAL

40th Percentile MCJA entrance standard ~~\$500600~~

MALE/AGE	PUSH UPS – 1 MIN	CRUNCH – 1 MIN	RUN DISTANCE/TIME
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20-29	29	38	1.5 mile 12:51
30-39	24	35	1.5 mile 13:36
40-49	18	29	1.5 mile 14:29
50-59	13	24	1.5 mile 15:26
60+	N/A	N/A	1.5 mile N/A
FEMALE/AGE	PUSH UPS – 1 MIN	SIT UPS – 1 MIN	RUN DISTANCE/TIME
20-29	15	32	1.5 mile 15:26
30-39	11	25	1.5 mile 15:57
40-49	9	20	1.5 mile 16:58
50-59	3	14	1.5 mile 17:55
60+	N/A	N/A	1.5 mile N/A

1.5 mile = 6 laps on a ¼ mile track

50th Percentile MCJA entrance standard \$600700

MALE/AGE	PUSH UPS – 1 MIN	CRUNCH – 1 MIN	RUN DISTANCE/TIME
20-29	33	40	1.5 mile 12:18
30-39	27	36	1.5 mile 12:54
40-49	21	31	1.5 mile 13:53
50-59	15	26	1.5 mile 14:55
60+	N/A	N/A	1.5 mile N/A
FEMALE/AGE	PUSH UPS – 1 MIN	SIT UPS – 1 MIN	RUN DISTANCE/TIME
20-29	18	34	1.5 mile 14:55
30-39	13	27	1.5 mile 15:26
40-49	11	22	1.5 mile 16:27
50-59	5	17	1.5 mile 17:24
60+	N/A	N/A	1.5 mile N/A

1.5 miles = 6 laps on a ¼ mile track

60th Percentile MCJA entrance standard \$900

<u>MALE/AGE</u>	<u>PUSH UPS – 1 MIN</u>	<u>SIT UPS – 1 MIN</u>	<u>RUN DISTANCE/TIME</u>
<u>20-29</u>	<u>37</u>	<u>42</u>	<u>1.5 mile 11:41</u>
<u>30-39</u>	<u>30</u>	<u>39</u>	<u>1.5 mile 12:20</u>
<u>40-49</u>	<u>24</u>	<u>34</u>	<u>1.5 mile 13:14</u>
<u>50-59</u>	<u>19</u>	<u>28</u>	<u>1.5 mile 14:24</u>
<u>60+</u>	<u>N/A</u>	<u>N/A</u>	<u>1.5 mile N/A</u>

<u>FEMALE/AGE</u>	<u>PUSH UPS – 1 MIN</u>	<u>SIT UPS – 1 MIN</u>	<u>RUN DISTANCE/TIME</u>
<u>20-29</u>	<u>21</u>	<u>38</u>	<u>1.5 mile 14:24</u>
<u>30-39</u>	<u>15</u>	<u>29</u>	<u>1.5 mile 15:08</u>
<u>40-49</u>	<u>12</u>	<u>24</u>	<u>1.5 mile 15:57</u>
<u>50-59</u>	<u>7</u>	<u>20</u>	<u>1.5 mile 16:58</u>
<u>60+</u>	<u>N/A</u>	<u>N/A</u>	<u>1.5 mile N/A</u>

1.5 miles = 6 laps on a ¼ mile track

B. Firearms Qualifications

In an effort to maintain high professional standards, the following will be the policy of the Freeport Police Department as regards to firearms qualifications:

Each officer will complete the firearms course under the supervision of the Department's Range Officer annually. Each officer will also complete a tactical training program under the supervision of the Department's Range Officer annually. The officer will fire with the weapon approved by the Department using factory-loaded ammunition assigned or approved by the Chief of Police. Each officer must attain a minimum score of 80. Failure to attain a score of 80 will require that the officer be re-tested until he/she attains the score of 80. The minimum standard must be met within 90 days of initial failure.

Failure to meet the standard within 90 days will result in the officer being relieved of duty without pay until he/she meets the score of 80. Failure to meet the standard of 80 within 90 days of being relieved of duty will result in the officer's dismissal from the Department. The initial annual qualification date will be scheduled by the Range Officer. Each subsequent test will be scheduled at the convenience of both the officer and the Range Officer.

The Department will provide ammunition for the initial attempt at qualification, not to exceed 150 rounds. Any ammunition needed for re-testing will be the responsibility of the officer needing to be re-tested.

30. FILE PURGING

After 18 months, any member of the bargaining unit may request that single incidents be purged from his/her official personnel file. The request shall be submitted to a three (3) member review committee to be comprised of an Association Member, the Chief of Police or his/her representative, and the Town Manager. The Committee shall determine whether or not the request should be granted. The decision of the Committee shall be final. Requests for purging of verbal reprimands may be made in a 12-month period for each individual incident. Requests for purging of written reprimands may be made only in an 18-month period for each individual incident.

31. EARNED PAID LEAVE (EPL)

The Town provides Earned Paid Leave (EPL) to all employees as required by Maine law. The following terms will govern the accumulation and use of EPL during the term of this contract:

A. Basic Number and Total Accumulation: Each full-time, continuous employee shall have one hour for every forty hours worked designated from sick time to earned paid leave (EPL) time. Each part-time eligible employee shall earn one hour of earned paid leave for every forty hours worked. EPL does not entitle a full-time continuous employee to any additional hours than already allocated in their sick accrual. EPL shall be cumulative as follows: No more than forty (40) hours of EPL will be accrued during any one calendar year. Employees with accrued and unused hours of EPL from the previous year will have those unused EPL hours available for use in the next calendar year, up to a maximum of forty (40) hours. At no time may an employee have more than 40 hours of EPL accrued or continue to accrue EPL so their accrual exceeds forty (40) hours, or use more than forty (40) hours of EPL in any given calendar year.

B. Regulations and Conditions:

1. EPL can be used for any purpose.

2. EPL may be granted only by the Town Manager, subject to the recommendation of the Department Head, to any eligible employee who has been employed with the Town for more than 120 days.

3. An employee shall give reasonable notice to their supervisor of their intent to use EPL prior to a planned leave. Written documentation may not be required unless over three consecutive days, but does require a general description, i.e. illness, vacation, transportation issue, etc.

4. EPL can be used in increments of one hour. The Town may require that EPL be used if the employee takes a planned absence, or if the employee is out due to an emergency, illness, or sudden necessity.

5. The Town may deny a requested date of use if it significantly impacts departmental operations.

6. EPL does not have a cash value and will not be paid out at termination of employment. Any employee who returns to work for the Town within a one-year period of the last day of previous employment will have any unused balance reinstated.

3132.

EMPLOYEE – MANAGEMENT COMMITTEE

The Town and the Association mutually agree that a concentrated effort should be undertaken to find ways to increase effectiveness of the Police Department. To this end, the Town and the Association agree to appoint representatives to a committee charged with the responsibility of making recommendations for improving the Police Department in the areas of employee morale and promoting effective and efficient operations. The committee will consist of two (2) management and two (2) Association representatives. In

the event of a tie vote on any issue, the Town Manager shall cast the deciding vote. Any item brought to the committee must first have been discussed with the responsible supervisor and a background sheet prepared for the committee.

During the term of this Contract, the parties shall meet, upon request of either party, on a quarterly basis for at least a one hour period of time (or other minimum that they shall agree to and designate) for the purposes of discussing any items relating to this contract, including the current retirement plan of the Unit and any possible moves to a different retirement plan. The Unit has requested a move from the MPERS 2C plan to the MEPERS 3C plan. If the parties determine the parameters of a possible move to a different plan, they can discuss (in a non-binding fashion) whether such a move is feasible and desirable for the Town. It is understood that these are labor-management discussions and not formal contract negotiations and that any changes to the Contract need to be entirely agreeable to both of the parties or they will not be made.

32.33. DURATION OF AGREEMENT

This Agreement incorporates the entire understanding of parties on all matters, which were or could have been the subject of collective negotiations during the terms of this Agreement. Said Agreement shall go into effect on July 1, 2021~~18~~ and shall continue in full force and effect until June 30, 2024~~1~~.

The undersigned, acting on behalf of the Town of Freeport and the F.P.B.A. do this 1st day of July, 2021 ~~19th day of December, 2018~~ enact the terms set forth in this Agreement.

For the Town of Freeport

For the Union

Town Manager
Peter Joseph, Jr.

Union President
Gino Bianchini

Chief of Police (Interim)
~~Susan Nourse~~ Nate Goodman

Union Representative
~~Matthew Moorhouse~~ Keith Norris

Appendix A

2.23%

Pay Scale FY 2019-2022 Police Union – (CONTRACT YEAR ONE)								
**Rate includes Town's calculation of COLA (2.23%)								
FY 1922								
	<u>YR 1</u>	<u>YR 2</u>	<u>YR 3</u>	<u>YR 4</u>	<u>YR 5</u>	<u>YR 10</u>	<u>YR 15</u>	<u>YR 20</u>
Non-Certified	\$45,794 ¹⁸ / ₂ 80	\$46,812 ⁴⁹ / ₅ 87	-	-	-	-	-	-
Officer	\$47,835 ⁵⁰ / ₂ 94	\$49,879 ⁵³ / ₄ 07	\$51,924 ⁵⁵ / ₇ 20	\$53,968 ⁵⁷ / ₂ 33	\$56,013 ⁵⁹ / ₃ 47	\$58,569 ⁶² / ₂ 13	\$61,613 ⁶⁴ / ₁ 27	\$64,636 ⁶⁵ / ₈ 33
Detective	\$50,086 ⁵³ / ₀ 29	\$52,335 ⁵⁵ / ₆ 63	\$54,584 ⁵⁷ / ₂ 98	\$57,037 ⁶⁰ / ₁ 54	\$59,682 ⁶² / ₄ 67	\$61,893 ⁶⁵ / ₆ 60	\$64,142 ⁶⁷ / ₂ 95	\$65,267 ⁶⁹ / ₆ 12
Pay Scale FY 2019-2022 Police Union (40 hrs per week)								
	<u>YR 1</u>	<u>YR 2</u>	<u>YR 3</u>	<u>YR 4</u>	<u>YR 5</u>	<u>YR 10</u>	<u>YR 15</u>	<u>YR 20</u>
Non-Certified	\$22,042 ³ / ₄ 47	\$22,512 ³ / ₉ 8	-	-	-	-	-	-
Officer	\$23,002 ⁴ / ₄ 9	\$23,982 ⁵ / ₅ 2	\$24,962 ⁶ / ₅ 4	\$25,952 ⁷ / ₅ 7	\$26,952 ⁸ / ₅ 9	\$28,162 ⁹ / ₈ 7	\$29,143 ⁹ / ₀ 90	\$29,633 ¹ / ₄ 1
Detective	\$24,082 ⁵ / ₆ 2	\$25,162 ⁶ / ₇ 5	\$26,242 ⁷ / ₈ 8	\$27,422 ⁹ / ₁ 1	\$28,403 ⁰ / ₁ 3	\$29,763 ¹ / ₅ 4	\$30,843 ² / ₆ 7	\$31,583 ³ / ₂ 3

Pay Scale FY 2020 & 2021 Police Union – (CONTRACT YEAR TWO & THREE)								
**Rate plus Town's calculation of COLA								
	<u>YR 1</u>	<u>YR 2</u>	<u>YR 3</u>	<u>YR 4</u>	<u>YR 5</u>	<u>YR 10</u>	<u>YR 15</u>	<u>YR 20</u>
Non-Certified	\$46,970	\$47,812	-	-	-	-	-	-
Officer	\$48,835	\$50,879	\$52,924	\$54,968	\$57,013	\$59,569	\$61,613	\$62,636
Detective	\$51,086	\$53,335	\$55,584	\$58,037	\$60,082	\$62,893	\$65,142	\$66,267
Pay Scale FY 2020 Police Union (40 hrs per week)								
	<u>YR 1</u>	<u>YR 2</u>	<u>YR 3</u>	<u>YR 4</u>	<u>YR 5</u>	<u>YR 10</u>	<u>YR 15</u>	<u>YR 20</u>
Non-Certified	\$22.50	\$22.99	-	-	-	-	-	-
Officer	\$23.48	\$24.46	\$25.44	\$26.43	\$27.41	\$28.64	\$29.62	\$30.11
Detective	\$24.56	\$25.64	\$26.72	\$27.90	\$28.89	\$30.24	\$31.32	\$31.86

Police Uniforms & Equipment Replacement Schedule

EQUIPMENT *

REPLACEMENT TIMES

Uniform Pants	2 Pair each Fiscal year
Summer Shirts	2 Pair each Fiscal year
Winter Shirts	2 Pair each Fiscal year
Spring / Summer Jacket	3 Years from last issue
Winter Jacket	3 Years from last issue
2 Pair of Boots #1 (summer or winter)	3 Years from issue of most recent pair
Pair of Boots #2 (summer or winter)	3 Years from issue
Bullet Proof Vest	Manufacturer recommendation
Special unit vest	Manufacturer recommendation

All items below will be replaced as needed

Uniform Hat w/ hat badge & rain cover	Chemical / Pepper spray with carrier
Baseball Cap	Hand gun w/ night sites & Gun light (or manufacturers recommendations)
Uniform Badges w/ funeral bands	Duty Ammunition
Collar brass	Extra Ammo Magazines
Name tag	Ammunition
Tie & tie clip	Portable Radio with Carry Case, Charger, Remote Microphone & ear pieces
Serving Since Pin	Complete Class A uniform
Garrison belt	BDU's for training or other duty purposes
Gun Belt w/ keepers (if needed)	Police ID card
Duty Holster (or manufacturer recommendations)	Key Fob / ID Card for building entry
Off Duty Holster (or manufacturer recommendations)	Rain Jacket
Taser Holster (or manufacturer recommendations)	Search Gloves
ASP (Baton) w/ Carrier	Traffic Safety Vest
Ammo pouch	Resole of footwear (between replacement schedule dates)
Handcuffs w/ Case & Key	

FOR BIKE UNITS WHEN USED:

- Bike Helmet
- Bike Jacket
- Bike Pants
- Bike Shorts
- Bike Shirts
- Foot wear

NOTE: All items on this list shall be replaced if damaged or destroyed while on duty pursuant to Section 10-3 of the current contract. Listed replacement schedules will have no bearing on these replacements.