

AGREEMENT

BETWEEN

THE CITY OF WESTBROOK

AND

THE WESTBROOK POLICE ASSOCIATION



JANUARY 01, 2025 to DECEMBER 31, 2027

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ARTICLE 1 - PARTIES AND RECOGNITION

- A. This Agreement is entered into by and between the City of Westbrook, a municipal corporation, located at Westbrook, Maine, hereinafter called the City, and Westbrook Police Association hereinafter called the Union.
- B. The City, pursuant to the requirements of Title 26, Chapter 9-A, of the Maine Revised Statutes, as amended, recognizes the Union as the exclusive bargaining agent for all employees properly included in the Westbrook Police Unit as set forth in Article 2 for purposes of collective bargaining with respect to wages, hours of work, working conditions, and contract grievance arbitration.

ARTICLE 2 - UNION MEMBERSHIP, DUES DEDUCTION, AND CONTRACT COVERAGE

- A. Employees of the Police Department, pursuant to Title 26, M.R.S.A., Section 963, shall be afforded the free and unrestrained right voluntarily to join the Union and participate in its activities. Neither party shall directly or indirectly interfere with, intimidate, restrain, coerce, or discriminate against the employee in the exercise of those rights.
- B. It shall be a condition of employment that within thirty (30) days from the date of signing of this agreement all employees covered by this agreement or who thereafter become covered by this agreement, and who are not and do not become members of the Union, shall pay a service fee equal to eighty percent (80%) of the regular Union dues as a contribution toward the cost to the Union of collective bargaining, contract administration, and the adjustment of grievances.
- C. The City agrees to deduct union dues from those employees who are Union members and who maintain on file with the City a signed dues deduction authorization card. Also, the City will deduct the service fees provided above from non-Union member employees. The amounts to be deducted shall be certified to the City by the Treasurer of the Union, and the aggregate deductions of all covered employees shall be remitted together with an itemized statement to the Maine Association of Police, in South Portland, by the 15th of the month following deductions. The Union shall indemnify and hold harmless the City against all claims and suits, which may arise as a result of deductions or other action taken pursuant to this Section.
- D. If any employee has no check coming to them, or the check is not large enough to cover the amount to be deducted, no deduction will be made for that pay period. However, the amount shall be deducted from the next check that is large enough to cover the deduction.
- E. The City hereby recognizes the Union as the sole and exclusive representative of all full-time sworn employees of the Police Department below the rank of Lieutenant for the

purpose of bargaining with respect to wages, hours of work, and other conditions of employment; provided however, that such recognition shall not prejudice either party's rights to file a Petition for Unit Clarification at any time in the future, if either party should feel that the then-existing circumstances warrant a change in the composition of this bargaining unit.

ARTICLE 3 - PROBATIONARY PERIOD

Pursuant to Title 25, M.R.S.A. Section 2804-C, all new employees shall serve a probationary period of twelve (12) months from the date of graduation from the Maine Criminal Justice Academy or the date the Academy's Board waives the basic training requirement. Pursuant to the requirements of Title 26, M.R.S.A., Section 962 (6)(F), such probationary employees shall not be subject to the provisions of this contract. All employees retained beyond six (6) months shall from thence on be subject to the terms of this agreement; and their seniority rights and length of service, unless otherwise specifically provided, shall be deemed to have begun on the date of initial employment. The promotional probationary period will be for twelve (12) months.

ARTICLE 4 - SENIORITY LIST

- A. The Union shall establish a seniority list on January 1st of each year and immediately post the same for a period of not less than thirty (30) days, and a copy of same shall be mailed to the Chief of Police. Any objections to the seniority list as posted shall be reported in writing to the Chief of Police within ten (10) days or it shall stand approved. Seniority shall be determined by rank, time in grade, and length of service with the Department. Time in grade is defined as length of service within a permanent specialty assignment. Officers in permanent specialty assignments are not subject to being bumped from the specialty during patrol division reassignments.
- B. Examples of permanent specialty assignments are Detectives, Domestic Violence Investigator (DVI), Evidence Technician, K-9 Officers, School Resource Officers (SRO), Traffic Officer, and Court Officer. Notwithstanding this language, specialty assignments are deemed to include patrol functions within the grade hence seniority in patrol will accrue even while assigned to the specialty assignment. A person leaving a specialty assignment for a patrol job will have full seniority benefits as if they had been assigned to the Patrol Division. If an employee leaves and later returns to the specialty assignment within one (1) year, the previous time in grade will be counted towards seniority in grade.
- C. If an employee voluntarily terminates employment or retires for more than one (1) year and is rehired, then seniority will be based on the new date of hire, rank, time in grade, and length of service with the Department.

ARTICLE 5 - NON-DISCRIMINATION, BULLETIN BOARDS, AND UNION ACTIVITIES

- A. The provisions of this agreement shall be applied equally to all employees covered by the agreement without regard to race, color, national origin, gender, gender identity, age, sexual orientation, marital status, religion, disability status, protected veteran status, parental status, or political affiliation. The City agrees not to interfere with the rights of employees to become members of the Union; and there shall be no discrimination, interference, restraint, or coercion by the City or any City representative against any employee because of Union membership or because of any activity related to Union business which is not contrary to the provisions of this contract. The Union agrees to fairly represent without discrimination all members of the bargaining unit.
- B. The City agrees to furnish and maintain a suitable bulletin board in the work area to be used by the Union. The Union shall limit its posting of notices and bulletins to that bulletin board. All notices, lists or other materials required by the terms of this agreement to be posted by the City shall be posted on that bulletin board.
- C. The City agrees that employees may, on City time and on City premises, conduct the following Union activities: collect Union dues, fees, or assessment (if not collected by the City); post notices; distribute literature; communicate with the City representatives on contract interpretation or application; and investigate grievances of employees, provided that such activities in the aggregate do not exceed four (4) staff hours in any one (1) week. Scheduled Step 3 grievance hearings and arbitration hearings shall not be included in the four (4) hour time limitation.
- D. Members of the Union negotiating team may, when negotiation sessions are scheduled during their assigned shift, participate in such session without loss of pay or other benefits. Those Union negotiation team members who attend while off duty shall not be compensated for negotiation outside of their assigned work schedule.
- E. It is agreed that representatives of the Union shall have access to the City's premises during working hours to conduct Union business, provided at least twenty-four (24) hours' prior notice is given to the Chief of Police. A list of such authorized Union representatives shall be furnished to the Chief of Police by the Union.
- F. Union activities on City time and City premises, as allowed by this Section, shall be scheduled, and conducted in such a manner so as to minimize interference with the work of the Department.

ARTICLE 6 - RESIDENCY LIMITS

Employees shall live within a reasonable commuting distance from the City of Westbrook. An employee's place of residence does not relieve the employee of the responsibility to report to duty at the scheduled time.

ARTICLE 7 - WORK WEEK

- A. The basic workweek for all employees shall be set forth by the attached Appendix A. The schedule in Appendix A is permanent and cannot be unilaterally changed.
- B. Employees shall be allowed a choice in work shift preference on the basis of seniority within classification.
- C. The patrol schedule is 4 (four), ten (10) hour days, and three (3) days off. The work hours for patrol shall be 0600-1600; 1400-2400; and 2100-0700.
- D. The basic work week for specialty positions, specifically including Detectives, Domestic Violence Investigator, School Resources Officer, Court Officer, Evidence Technician, and Traffic Officer shall be a ten (10) hour schedule while maintaining typical work hours between the hours of 0600-2000 Monday through Friday. There will also remain the two-way flexibility that currently exists to flex beyond these hours and days by mutual consent.
- E. Overtime will be calculated as hours worked beyond an employee's ten (10) hour workday or beyond their regularly scheduled work week.
- F. The CID and Specialist schedules shall be adjusted in cooperation with the Chief of Police to ensure fair and consistent treatment of all sworn Officers. The net result of any adjustments will be that all sworn Officers will have the same number of days off and hours worked in a calendar year.

Two (2) of the Detectives shall be entitled to a third scheduled day off on a Monday. Other Detectives shall be entitled to a third scheduled day off on a Friday so that a Detective is always on duty Monday through Friday. If the Department is functioning with two (2) School Resource Officers (SRO) positions, one (1) shall be off on Monday and one (1) shall be off on Friday during any week with a third scheduled day off. The Domestic Violence Investigator, Court Officer, and Evidence Technician shall be off on Fridays.

Days and hours for these specialties can be changed temporarily by mutual consent of the parties to this contract as long as the agreement does not violate any other provision of this contract. Mutual consent shall not be unreasonably withheld.

CID and Specialists shall be authorized for the duration of this agreement to extend the benefit in Article 20C and elect to take off all holidays, in addition to the four (4) special holidays, subject to the Department's needs.

- G. All employees may elect to take the full 15 hours of comp time for holidays actually worked, but the comp cap shall remain as is and overtime shall not be incurred by employees taking comp time off.
- H. The City agrees to a four (4) person Officer minimum staffing 24-hours per day. This provision may be temporarily suspended to reduce minimum staffing to three (3) Officers during periods of high vacancy by mutual agreement between the Chief of Police and the Union. In order to maintain this level of staffing, which the Union and City believes increases officer safety and helps mitigate growing caseloads, the Union and City agree that leave requests will only be granted down to a minimum of two (2) original Officers per shift, except in cases of extreme hardship that will be handled on a case-by-case basis by the Chief of Police. In cases where original staffing is only scheduled to be three (3) Officers, two (2) of them may take vacation at the same time, leaving at least one (1) employee who is originally scheduled to work.
- I. The Union and the City agree that Supervisors will replace Supervisors during these same peak hours Thursday, Friday, and Saturday between 1900-0200. If the On-Duty Supervisor takes leave during these times, the vacancy shall be filled according to a supervisory overtime and force list or may be filled on an emergency basis by a Command Officer. The Union and the City agree that on July 1, 2025, a Supervisor in the form of a Corporal or Sergeant will be required on duty at all times. If there is no on-duty Supervisor scheduled, the vacancy will be filled with a Supervisor. If the job cannot be filled without an order-in, the supervisory job can be filled on an emergency basis by a Command Officer.
- J. Twice per year, Spring and Fall, during the weeks of time changeover from EST to EDT and EDT to EST, voluntary patrol shift transfer bids will be entertained. Upon notification that shift bids are being accepted, any employee interested in transferring to a different shift must submit a transfer bid request form. An Officer who does not submit a transfer bid request form is presumed to be electing to remain on their permanently assigned shift and will be guaranteed their current shift as long as staffing level on the shift remains the same. If staffing levels on teams are adjusted, the Junior Officer on the shift may be involuntarily transferred, in which case they may exercise seniority bumping privilege. Thus, the ability to transfer to a shift will be determined by the transfer requests to leave a shift. If all employees on a shift elect no change, there will be no bumping to get onto the shift unless resulting from an involuntary transfer. If there is a current or pending vacancy on a shift and multiple transfer requests to get to the shift, the Officer with the most seniority will be given the transfer. Transfers will be effective on the date of the time change, unless staffing levels require Officers to

temporarily remain on their current shift. Should this occur, the Chief of Police or their designee will set the transfer date at the earliest reasonable date possible once staffing levels balance out.

- K. Time Changes: In the Spring, Officers actually working the shift when the time change occurs will report to work one (1) hour earlier than usual at 2000 and will work until 0700. In the Fall, the Officers working during the time change shift will report to work at 2200.

ARTICLE 8 – VACANCIES

- A. "Permanent Vacancies" are:

- 1. Police Officer, Patrol Corporal, or Sergeant positions newly created by the City to which no one has yet been appointed or;
- 2. Existing positions, which are not currently filled because of promotion, retirement, transfer, or termination of the employee holding that position.

"Temporary Vacancies" are existing positions or assignments which are not currently filled because of temporary illness or disability, or other authorized absence of the employee assigned which is anticipated to exceed one (1) workweek.

- B. Permanent Vacancies as described in 8.A.1 will be filled in accordance with the requirements of the Public Safety Commission.
- C. Temporary Vacancies will be filled only when deemed necessary by the Chief of Police. The vacancy, if it is to be filled, will be filled by the Chief of Police who will use seniority as the major emphasis and give consideration to attendance, experience, and disciplinary record.
- D. The Chief of Police may reassign employees to perform specific duties within the Department in cases of selective enforcement needs for a period not to exceed forty-eight (48) working days without reference to the requirements for filling vacancies outlined above, provided however, that the Chief of Police shall place major emphasis on seniority and give consideration to the work record and the recommendation of the Sergeants before reassigning any employees; further, such reassignments shall not be made in an arbitrary and capricious manner.
- E. In the event the vacancy exceeds forty-eight (48) working days, the Chief of Police shall work with the Union and employee(s) involved to determine an acceptable length of time for the duration of the assignment. When operating circumstances allow for the rotation of another employee into the temporary assignment, the next most senior eligible employee will rotate to that position. If the next person refuses, the rotation

continues until all have the opportunity to refuse or accept. If all refuse, the most junior qualified person will be ordered to fill the vacancy, such involuntarily filled vacancy will be limited to forty-eight (48) working days. Should the temporary assignment extend beyond forty-eight (48) working days, the next junior qualified person will be ordered to fill the vacancy. This reverse seniority ordering process will continue to such time as the temporary vacancy no longer exists or the Chief of Police discontinues filling the vacancy.

- F. Posted changes of assignment shall be subject to a fourteen (14) day notice unless a thirty (30) day notice is requested by the affected employee; the employee is free to waive all notice should they agree to do so.

ARTICLE 9 - PERSONNEL FILES

- A. An individual personnel file shall be kept on all employees of the Department, and a copy of all items placed in their file shall be given to the employee. An employee may inspect their file for a reasonable period of time during the working hours of the Chief of Police or their Administration and the Principal Financial Officer/Office Coordinator, Monday through Friday, 8:00 A.M. - 4:00 P.M., excluding holidays. The employee may request correction of any errors or omissions in their file. As required by 30 M.R.S.A. S 2257, personnel files are confidential, and information therein shall be released only in accordance with law and/or with the written authorization of the employee.
- B. One (1) personnel file shall be maintained on each individual of the Department. In the event that a copy of such a file is maintained in City Hall, it shall be complete and accessible to each employee as provided above during normal business hours.
- C. All written reprimands shall be removed from the personnel file after eighteen (18) months provided there has been no repeat of a similar or more serious nature during that period of time.

ARTICLE 10 - SAFETY COMMITTEE

- A. The City and Union will establish a Safety Committee consisting of Chief of Police and the Union President. The committee will meet as needed to address any hazardous condition reported to it. The Chief of Police will take steps to correct such conditions as quickly as possible within the bounds of their authority. Any unresolved complaint may be reduced to writing and submitted to the Mayor for review after five (5) working days. The State OSHA laws and any other safety rules and regulations shall be used as a guide.
- B. The City will attempt to provide the opportunity for twenty (20) hours of voluntary training per year by paying course fees for law enforcement classes or subjects. All

training during an employee's assigned shift shall be paid at the applicable rate and count toward overtime.

ARTICLE 11 - LAY-OFFS, REHIRING, AND BUMPING RIGHTS

- A. In the event that the Department decides to reduce the police personnel, then an employee with the least seniority in their respective classification shall be laid off first, and the employee with the most seniority shall be rehired first providing, however, that they is qualified to fill the vacant position. Classification is defined as sworn Police Sergeant, Patrol Corporal, or Police Officer. No new employee shall be hired until all laid off employees have been given an opportunity to return to work, provided however, that enough of them qualify to fill the vacant position(s). Any employee laid off as a result of a reduction in the workforce shall first have the opportunity to return to their former position upon reinstatement of their position or the occurrence of a vacancy in their former classification.
- B. If a Sergeant or Corporal is laid off according to the procedure in Section A, they shall be permitted to exercise their seniority rights to replace (i.e., to bump) an employee with less seniority in the Police Officer classification.
- C. The City agrees to negotiate the impact of future changes that might result in sub-contracting and/or the lay-off of Union employees.

ARTICLE 12 – DISCIPLINE

- A. All instances of accusations against an employee shall be supported by a written complaint signed by the complainant. The employee and the Union shall be notified within twenty-four (24) hours of the Chief of Police's decision to open a formal investigation related to such complaint and shall be told of the allegations of the complaint and the name(s) of the complainant(s).
- B. Disciplinary action shall include only the following: written reprimand, suspension (notice to be given in writing), demotion, and/or discharge. The Chief of Police may assign mandatory training as part of the disciplinary process.
- C. Disciplinary action may be imposed upon an employee only for failing to fulfill their responsibilities as an employee. "Responsibilities as an employee" is defined as any and all actions outlined as required or prohibited in Department standard operating procedures, City protocols and procedures, local ordinances, and State and Federal laws pertaining to employment as a Police Officer.

- D. If the employer has reason to reprimand an employee for failing to fulfill their responsibilities as an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
- E. The Chief of Police, before imposing any of the above disciplinary measures, shall conduct an investigation during which the employee and/or the Union shall be given reasonable opportunity to confront their accuser and to respond to allegations. The Union and/or the employee shall have the right to challenge any disciplinary action through the grievance procedure as set forth in Article 13. Notice of all disciplinary action will be given to the employee and Union President.
- F. No suspension of more than three (3) days' duration shall be carried out until after the employee and/or the Union has had the opportunity to grieve the suspension through and including the arbitration step, except in those cases where an employee is suspended pending notice and hearing for discharge.
- G. Captains, Lieutenants, and Sergeants shall have the authority to issue counseling statements to employees who violate Department rules or fail to fulfill responsibilities as employees. Such counseling statements will not be considered disciplinary action, will not be part of the employee's personnel file, and will remain with the Chief of Police until completion of corrective action or after one (1) year, whichever occurs first.

ARTICLE 13 - DISPUTE RESOLUTION

- A. For purposes of this agreement, a grievance is defined as a dispute between the parties as to the meaning or application of a specific term or provision of this contract. Any written grievance submitted shall specifically identify the Article, Clause, Section, and alleged violation and the precise remedial action requested. The management response to a grievance shall be limited to the subject matter of the grievance.
- B. The following procedures shall be used in the handling of grievances provided that time limits may be extended by mutual consent of the parties: Before an employee and/or the Union files a formal written grievance, and where applicable, a good faith attempt shall be made to settle the dispute with the Supervisor(s) whose decision or action precipitated the grievance.

STEP 1: If the grievance is not satisfactorily settled informally, a written grievance may be filed within ten (10) working days of the act or omission giving rise to the grievance or within ten (10) working days from the time the employee should reasonably have been aware of the grievance. The Chief of Police shall hold a hearing on the grievance within five (5) working days from receipt of the grievance. The employee and/or Union President shall be given an opportunity to present their case and to respond to any evidence or allegations.

STEP 2: If the grievance is not satisfactorily settled at Step 1, the employee and/or Union may request a Step 2 hearing with the Mayor or their personal representative within five (5) working days of the date the Step 1 response is due. The Step 2 hearing shall be scheduled with the Union within five (5) working days. The Mayor or their personal representative, whoever shall have conducted the hearing, shall respond in writing to the Union President and the employee within seven (7) working days of the Step 2 hearing.

STEP 3: If the dispute remains unresolved, the employee and/or the Union may within ten (10) working days after the Step 2 response is due request in writing that the dispute be submitted to arbitration in accordance with the following:

- a. The parties shall within seven (7) days of the request for arbitration mutually agree on an Arbitrator. If the parties fail to mutually agree on an Arbitrator, the requesting party shall make application to the American Arbitration Association in accordance with that organization's then existing rules for the selection of an Arbitrator to decide the dispute. Expenses for the Arbitrator and arbitration proceedings shall be divided equally between the parties. Each party shall bear the expense of preparing and presenting its own case including payment of its representatives and witnesses. A verbatim record may be made at the expense of the requesting party. A copy of such a record shall be made available to the other party and the Arbitrator.
- b. As an alternative to the selection of a single arbitrator as set forth in subsection a., the parties, upon mutual consent, may request that a tripartite panel of the Maine Board of Arbitration and Conciliation be selected to serve as the Arbitrator. All procedures and standards of review set forth herein shall apply to their determination.
- c. Grievances involving disciplinary action, lay-offs, Article 11, Section B demotions and transfers shall be subject to the grievance procedure, but no Arbitrator shall have the power to substitute their judgment for that of the City to overrule the decision of the City unless they finds that the City acted arbitrarily, in bad faith, without reason and in violation of the specific terms of this agreement.
- d. The decision of the Arbitrator shall be final and binding on both parties provided the Arbitrator complies with the following:
 1. The authority of the Arbitrator is limited to disposing of the precise issue submitted.

2. If either party raises the issue of arbitrability, the Arbitrator shall make a preliminary ruling on the issue subject to appeal by either party to a court of a competent jurisdiction.
 3. The Arbitrator's decision shall be consistent with the laws of the State of Maine.
 4. The Arbitrator shall have no authority to alter or add to any terms of this contract or to impose on the City any duty, responsibility or limitation not expressly set forth in this contract.
- C. The City shall have the right to process grievances beginning at Step 3 arbitration in accordance with Section B.
- D. To provide for the mutual resolution of conflict involving Federal, State, or local laws, regulations and rules which affect the employees of the Department, the Union may process grievances concerning such laws, regulations, or rules through Step 2 of the grievance procedure established in this Article. Such grievances are not subject to Step 3 (arbitration) of the grievance procedure.
- E. At the request of either party to this agreement, the Union, represented by a committee of three (3), shall meet with the management of the City for the purpose of reviewing matters of mutual interest with the intent to eliminate problems before they become grievances, and to further report on conditions of a nature important to the contract.

ARTICLE 14 - MANAGEMENT RIGHTS

- A. The Union acknowledges that the City through the Chief of Police possesses the sole right to operate and manage the Police Department and to direct the workforce of this Department. The rights, powers, and authority necessary to carry out the Department's responsibilities and missions shall be limited only by the specific and express terms of this agreement.
- B. These rights and powers include but are not limited to the authority to:
1. Determine the missions and objectives of the Department.
 2. Determine the methods, means and number of personnel needed to carry out the departmental responsibilities including the right to reduce the workforce by layoff or attrition.
 3. Introduce new or improved methods, operations, or facilities. The City will provide appropriate training for employees where new equipment, methods, or facilities are introduced.

4. Establish entry level and in-service training programs.
 5. Establish and operate a program of periodic employee performance evaluation.
- C. The City agrees that, where practicable and except in cases of emergency, it shall inform the Union prior to the exercise of the rights and powers enumerated in Subsection B.2 above and shall consider the suggestions of the Union with respect thereto.
- D. Regarding work rules:
1. The City may adopt work rules and safety rules for the operation of the Department and conduct of its employees provided such rules do not conflict with the express written provisions of this agreement, or any applicable State or Federal laws.
 2. When existing work rules are changed or new rules are established, they shall be posted electronically via Department e-mail to each employee, to become effective ten (10) days after posting.
 3. During said ten (10) day period the City will, upon request, meet with the Union and consider any suggestions relating to the proposed rule or rules.
 4. In cases of emergency, the Chief of Police may stipulate that a work rule change or new rule may become effective immediately.
 5. Disputes regarding an alleged conflict between proposed rules and this agreement are subject to the grievance procedures established in Article 13. Disputes regarding work rules which allegedly violate applicable State or Federal laws or regulations shall be resolved in accordance with provisions of Article 13, Section D.

ARTICLE 15 - NO STRIKES OR LOCK-OUTS

This Union agrees there shall be no strikes, slow-downs, work stoppages, or any interference with the efficient management of the Police Department, nor shall there be any lock-out by the City during the life of this agreement.

ARTICLE 16 - PROTECTION OF PROPERTY, CLOTHING, AND EQUIPMENT

- A. It shall be the responsibility of any employee having custody of any Department-issued equipment, clothing, and property to see that it is properly cared for, kept clean, and returned to its place of storage. This section pertains to all issued uniforms and equipment.

- B. Employees will be responsible for washing and cleaning police vehicles. The City will provide the car wash tickets, cleaning supplies, and equipment.

ARTICLE 17 - OVERTIME, COMP TIME, CALL BACKS, AND EXTRA JOBS

- A. Employees will be compensated at the rate of time and one half (1.5) for those hours actually worked beyond their scheduled workday and/or work week.
- B. Notwithstanding the provisions of Section A, the calculation of overtime hours based upon hours of actual work may include the following:
 - 1. Actual hours worked
 - 2. Time taken as Compensatory ("Comp") time
 - 3. Time taken as bereavement leave in accordance with Article 22, Section A.
 - 4. Vacation
 - 5. Paid Sick Leave
- C. "Jobs" are existing positions which currently are not filled due to the absence of the employee regularly assigned to that position and which have not been filled by temporary reassignment provided by Article 8, or details filled beyond the regular staffing level for special events, or activities of concern for public safety. Jobs shall be filled when deemed necessary by the Chief of Police or their designee. Such positions shall be assigned using the rotational roster in accordance with the provision of Appendix B, Overtime Regulation.
- D. Any employee of the Department who works any overtime, including patrol overtime shifts, holiday overtime, holiday straight time, so long as it is not being used as part of the regular work week, court time, workovers, holdovers, or any overtime for a community event, training, or other approved Department activity may request to have compensation for said work recorded as comp time. Outside jobs and grant-funded details may not be compensated for comp time. No employee may carry a balance of more than 55 hours of comp time.
 - 1. For any activities that are specifically defined in the contract as being paid for a minimum amount of hours (e.g., call-outs), employees who chose to be compensated with comp time shall earn comp time for the entire amount of hours required to be paid under the contract, regardless of the number of hours actually worked. For any activities that are not specifically defined within the contract as

being paid for a minimum amount of hours, employees shall earn comp time only for the actual number of hours they spend engaged in the activity.

2. Employees wanting to use comp time must submit their request in writing through their appropriate chain of command. Requests to use comp time may be granted provided that such use of comp time will not unduly disrupt the operations of the Department. Officers are responsible for confirming the approval of their comp time request. Requests made within 24 hours of an Officer's shift must be communicated directly to the on-duty Supervisor via phone call.
 3. Requests for use of comp time must also be consistent with the applicable provisions of Article 17 and in no event shall comp time cause overtime. Any requests to use comp time that will cause overtime will be denied.
 4. If some other form of leave is taken by another employee after comp time has been approved, and that leave results in overtime, the comp time shall be cancelled.
 - a. The employee whose comp time is cancelled will be given the option of using another type of leave within the restrictions of this collective bargaining agreement.
 - b. The exception is if the denial of comp time usage is within 24 hours of the start time of the employee's shift in which they plan and has been approved to use comp time. In that case, the comp time will not be cancelled, and the employee will be allowed to use comp time as originally submitted.
 5. The Chief of Police or their designee reserves the right to deny or cancel comp time due to an emergency situation that arises during the shift when the use of comp time would unduly disrupt the operations of the Department.
- E. The City will credit each employee with 15 hours of comp time effective July 1 of each year.
- F. Comp time taken off on holidays will be deducted at the time and one half (1.5) rate.
- G. Requests for comp time off, in hourly increments, may be granted by the employee's Supervisor provided the granting of such time off will not result in:
1. Overtime being expended to fill the vacancy
 2. Jeopardizing Officer safety
 3. Adversely hindering the delivery of police service

- H. An employee may be allowed to exceed their comp balance by no more than 3.5 hours. This will only be allowed if the employee has accrued vacation leave that will be attached if the borrowed comp time is not earned back by the end of the pay week in which the comp leave is taken.
- I. When an employee uses sick time during a work week, any comp time earned is earned at the rate of straight time.
- J. Employees shall be allowed to swap duty days or days off with a co-worker within their classification and/or specialty, providing it does not interfere with the operation of the Department, and this mutual agreement has been approved by the Chief of Police or their designee.
- K. With the approval from the Administration, individual Officers shall be allowed to swap shifts with themselves; however, requests for individual swaps shall be denied if the swap will incur overtime.
- L. Requests for all swaps must be submitted to the Chief of Police or their designee at least twenty-four (24) hours before a shift swap is to take place. Shift swapping shall be completed within the same pay period.
- M. Notwithstanding the other provisions of this Article, the Chief of Police may order in such employees during emergency situations as they deem necessary to deal with the situation. Employees ordered in must return to work unless excused by the Chief of Police or their Supervisor. Employees ordered in will be paid at the regular overtime rate.
- N. Any employee "working-over", meaning working beyond the normal end of shift because of an incident arising during the shift, shall be paid their regular rate for actual hours worked, with the time counted as actual hours towards overtime.
- O. Employees working a "hold-over", meaning ordered to remain on duty beyond the normal end of shift due to special circumstances, shall be guaranteed a minimum of four (4) hours of work at time and one half (1.5). In the event that the work for which the employee was held is accomplished in less than four (4) hours the Officer in Charge may offer the employee the opportunity to secure. If the employee accepts, they may leave. If the employee chooses to remain, they shall continue to work duties as assigned by the Officer In Charge until the four (4) hours are completed. In all cases, the employee will be compensated for the number of hours actually worked.
- P. Any employee otherwise called to work outside their regular shift shall be paid a minimum of four (4) hours at time and one half (1.5) if the call-in is more than fifteen (15) minutes before the start of their shift. If the call-in is within fifteen (15) minutes of the start of the Officer's shift, they will receive normal pay for that period of time;

however, if scheduling allows, the Officer may opt to leave fifteen (15) minutes early on that shift, or another shift they are working during the same pay period, to balance their hours and avoid overtime.

- Q. All authorized off-duty court time will be paid at the rate of time and one half (1.5), with a guaranteed minimum of four (4) hours per appearance, whether or not the employee is actually called to the stand. However, employees shall not be paid for more than one (1) guaranteed minimum within said four (4) hour period. In consideration of the foregoing payment by the City, an employee entitled to compensation from any litigant, court, or governmental agency for such attendance shall pay any such compensation over to the City.

Court time will be based upon the actual time spent at the location of the hearing. The four (4) hour minimum is presumed to cover travel time for all hearings held in Greater Portland. For hearings outside of Greater Portland, Officers may request additional compensation for the travel time in excess of thirty (30) minutes each way from the Westbrook Police Department.

Employees shall not use compensatory or other discretionary leave time in order to adjust their on-duty hours to allow them to receive the rate of time and one half (1.5) guaranteed minimum of four (4) hours per court appearance. When employees attend court during on-duty hours and that court appearance extends into their off-duty time more than sixty (60) minutes beyond their shift, the employees will be paid the rate of time and one half (1.5) guaranteed minimum four (4) hours per appearance. For any court time beyond the employees' on-duty shift, up to sixty (60) minutes, will be compensated at the rate of time and one half (1.5) for the total number of minutes beyond the on-duty shift, rounded up/down in fifteen (15) minute increments.

- R. Any hours paid at guaranteed time and one half (1.5), for whatever reason, regardless of the number of hours worked, shall not compute as hours worked towards overtime calculation.
- S. If an employee is not called for work to which they are entitled under the provisions of this contract, they shall qualify to work a number of hours equal to those in the missed opportunity upon written submission of a request for same to the Chief of Police. This work opportunity will be at a mutually agreed time and day within seven (7) days of the receipt of written request. Assignment of the work to be performed is the prerogative of the Chief of Police. This shall not apply in cases of emergency work assignments. The Department records shall be controlling upon the issue of whether a call has been made to an employee.
- T. Employees participating in in-service training at the Maine Criminal Justice Academy or any of its campuses may be eligible for overtime work from the period 5:00 p.m. Friday until 10:00 p.m. Sunday.

- U. Should an employee be phoned at home regarding City business, they shall be compensated for the actual duration of any telephone call lasting more than fifteen (15) minutes, except when filling an extra job.
- V. To mitigate adverse effects of sleep deprivation and ensure Officer and citizen safety, Officers are limited to working twenty (20) continuous hours in a 24-hour period. This restriction may be lifted by the Chief of Police during a bona fide emergency.

ARTICLE 18 - JOB CLASSIFICATION, DIFFERENTIALS, AND PAY SCALE
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- A. The attached pay scale, based on Appendix A, shall be paid weekly throughout the life of the contract, as provided in Appendix C.
- B. When a current employee is promoted to Sergeant, they will go to the step on the pay scale which reflects their years of full-time law enforcement experience. In the event that a Senior Sergeant's base pay rate is less than an existing Junior Sergeant's rate, the Senior Sergeant's base pay rate shall be increased to match the Junior Sergeant's rate, and the Senior Sergeant's rate shall remain equal to the Junior Sergeant's rate as long as the discrepancy exists.
- C. Full time K-9 Officer(s), Domestic Violence Investigator (DVI), Drug Investigator, FBI Task Force Officer, Evidence Technician, School Resource Officer (SRO), Traffic Officer, and Court Officer shall be paid a differential over the regular Patrol Officers' rates of \$0.50 per hour.
- D. Detectives shall be paid a differential over the regular Patrol Officers' rates of \$1.50 per hour.
- E. A differential rate of \$1.50 will be paid to employees for time spent engaged in Officer In Charge (OIC), Field Training Officer (FTO), or Certified Instructor Training (CIT).
 - 1. Officer In Charge (OIC) – OIC differential will be paid to the Senior Officer when no Supervisor is on duty when the Senior Officer is actually engaged in the supervision of another employee. The OIC is determined to be the most Senior Officer based on time and grade as defined in Article 4 of this contract. Effective July 1, 2025, the Officer In Charge designation will be replaced with Patrol Corporals for a 6-month trial period from July 1, 2025 - December 31, 2025.
 - 2. Field Training Officer (FTO) - FTO differential will be paid to an Officer for time spent actually training a probationary employee, to include completing administrative paperwork related to the FTO responsibilities.

3. Certified Instructor Training (CIT) – CIT differential will be paid to Officers performing any certified instructor training, including firearms and defensive tactics training when actually engaged in training Westbrook Police Department employees.
 4. In the absence of the CID Sergeant, the Senior Detective working will receive OIC pay of \$1.50 per hour.
- F. Sergeants shall receive a stipend of \$0.25 per hour for the extra board responsibility.
- G. The weekly “on call” Detectives will receive a stipend of ten (\$10.00) dollars a day, for each day that they are on-call. The stipend, if a Detective serves in an on-call status for an entire week without an incident, will not exceed seventy (\$70.00) dollars.
- H. Newly hired employees will generally start on the first step of the pay and benefits scale; however, a new hire may be placed at a different step based on directly related experience and other factors. Lateral hires will be credited only full years of law enforcement experience for the purpose of determining the appropriate step.
- I. A Patrol Corporal position will be established upon ratification of this contract, with the promotion process commencing in accordance with the City Charter. The current Officer In Charge (OIC) process will end on July 1, 2025, at which point a 24/7 supervision requirement will be implemented. Corporals will be promoted and assigned to Patrol team based on seniority and shall not bump a Patrol Officer from an existing shift assignment. These Corporals will primarily serve as Patrol Officers but will act as Shift Supervisors in the absence of a Patrol Sergeant. Corporals will receive a \$40 weekly stipend (\$1.00 per hour) and an additional \$5 per hour in the absence of a Sergeant. In the event two Corporals are working at the same time, the Corporal working the supervisor overtime job is deemed to be in charge and will receive the \$5.00 supervisor’s pay. In teams without a Corporal, Supervisor overtime will be used in the absence of the Team Sergeant. Both Corporals and Sergeants will be eligible for mandatory Supervisor overtime shifts. The Corporal position will be on a trial basis from July 1, 2025, through December 31, 2025. The continuation or discontinuation of this position and program will be determined by mutual agreement between the Chief of Police and the Union, based on the number of filled Corporal positions and/or the effectiveness of the program. If eliminated, the Officer In Charge system will be reinstated with an hourly stipend of \$1.50 per hour and Corporals will revert to the rank of Patrol Officer.

ARTICLE 19 – VACATIONS

- A. Employees may request vacation time at any time of the year subject to further terms of this contract.
- B. Vacation requests submitted during the first two (2) months of the calendar year that are of one (1) week or greater in length for dates in that calendar year will be decided based exclusively on seniority. Thereafter, such vacations requests shall be decided based on chronological order of when the request is submitted.
- C. Vacation requests for a full week or more of vacation time shall be granted or denied based on staffing levels of the Department at the time the vacation request is submitted. In no event shall more than two (2) employees of the same team be off at the same time.
- D. During the course of the calendar year each employee who accrues three (3) or more weeks of vacation shall be required to take at least 80 hours from their accrued vacation leave. Employees earning fewer than three (3) weeks of vacation shall be required to take 40 hours of vacation each year. Employees are permitted to take their required vacation allotment in full weeks or single days.
- E. Provided that an employee retains sufficient vacation accrual to allow for the taking of two (2) full weeks of vacation, or after they has taken-off such time, the balance of any additional accrued vacation time may be taken as single days off, notwithstanding the eight (8) day cap imposed by Section H, subject to the additional terms set forth in this contract.
- F. No employee shall be eligible to take single days of leave for more than three (3) consecutive weeks. This clause may be waived only by the Chief of Police and for good cause.
- G. Vacation days of less than a full week may be denied if granting said days would reduce regular team strength to fewer than two (2) on-duty employees. In cases where original staffing is only scheduled to be three (3) Officers, two (2) of them may take vacation at the same time, leaving at least one (1) employee who is originally scheduled to work.
- H. No more than two (2) full weeks of vacation may be taken during Prime time. A full week is defined as four (4) consecutive workdays. Prime time is defined as June 1st through September 1st. A member may request to take up to an additional two (2) weeks (eight (8) days) of accrued vacation in single day increments during the summer period as long as they are not in conflict with other members' vacations or other terms of this contract.

- I. All vacation requests of two (2) days or longer in length shall be submitted in writing to the Chief of Police or their designee at least 24 hours in advance of the leave. An employee whose vacation leave request has been denied by the Chief of Police's designee may appeal said denial to the Chief of Police. An employee whose vacation request has been denied by the Chief of Police may appeal said denial to the Mayor. The decision of the Mayor shall be final.
- J. Single day vacation requests may be submitted up to two (2) hours prior to the start of the shift. This two (2) hour clause may be waived by the Chief of Police or their designee with good cause.
- K. Officers electing to use vacation time that drops staff below minimum staffing (i.e., causes patrol overtime) must take at least four (4) hours of vacation time.
- L. Officers are responsible for confirming the approval of their vacation time request. Requests made within 24 hours of an Officer's shift must be communicated directly to the on-duty Supervisor via phone call.
- M. Vacation time will be earned based on relevant work experience outlined at the time of original hire, as stated in the offer letter according to the table below. The determination is not grievable.

Years of Experience	Accrual Rate
0 years	7.5 hours per month
3 years	10 hours per month
7 years	15 hours per month
11 years	17.5 hours per month
16 + years	18.33 hours per month

- 1. Vacation credits will be posted one half in January and one half in July. Should an employee leave, the employee will be liable for time used out of final payout.
 - 2. Vacation time will be available for use by the employee as it is posted. An employee can schedule the use of the vacation time they will have earned by the time of the vacation.
- N. Up to a maximum of two (2) weeks or eighty (80) hours of vacation leave may be carried over from one (1) calendar year to the following calendar year. Any accrued vacation in excess of two (2) weeks must be cashed-in per Section P.

- O. Employees who retire shall have the option to receive their accumulated vacation time in monetary value OR shall have the option of taking the same number of days off, as early retirement, in lieu of taking the monetary value. However, no additional vacation or sick leave benefits shall accrue after the last day that the retiring employee works. Employees who are separated from the City, and who have accrued vacation to their credit at the time of separation, shall be paid the wage equivalent of the accrued vacation, prorated to the date of separation. In the event of the death of an employee, the monetary value of the remaining accrued vacation, if any, shall be paid to the employee's designated beneficiary. If no such designation of beneficiary is filed in writing with the City, it shall be paid to the employee's surviving spouse, then (child(ren) and if none, to the employee's estate.
- P. All accrued vacation leave in excess of the two (2) weeks per calendar year employees must take off may be cashed-in. The time may be cashed-in on the first pay period of the months of March, June, September, and December during the calendar year in which it is earned.
- Q. On Patrol Teams staffed with both a Sergeant and Corporal, the Sergeant and Corporal cannot be off on a vacation week or more at the same time. This clause can be waived by the Chief of Police for extraordinary circumstances.

ARTICLE 20 – HOLIDAYS

- A. The following days will be considered holidays: New Year's Day (Jan 1st), Martin Luther King Jr.'s Birthday, President's Day, Patriot's Day, Memorial Day, Juneteenth (actual not observed), Fourth of July (July 4th), Labor Day, Indigenous Peoples Day/Columbus Day, Veteran's Day, Thanksgiving Day, the day immediately following Thanksgiving Day, Christmas Day (December 25th), any other day (except for the observance of the above holidays) that the City employees observe, that the Mayor declares a City holiday, and one (1) floating holiday to be determined by the mutual consent of the employee and the Chief of Police. The holiday will be deemed to be the same day as the calendar observation date except those noted above with specific dates. Employees who retire or are separated from the City in good standing, and who have not used the floating holiday at the time of separation, shall be paid the wage equivalent of the floating holiday provided the employee submits a written notice fourteen (14) days in advance of their last day of actual work. Employees who retire shall have the option of taking the floating holiday, as early retirement, in lieu of taking the monetary value. Floating holidays must be used within the calendar year, or it will be lost.
- B. Officers scheduled to work July 4, Thanksgiving, and Christmas will not be granted leave (vacation or comp time) once staffing is at a minimum, unless they arrange for another Officer to work their assigned shift. Officers agreeing to work those shifts will not be penalized on the Rotational Job Roster.

- C. Employees will receive a day's pay, 10 hours at straight time for each of the above listed holidays. Alternatively, employees may elect to receive 10 hours of compensatory time in lieu of the 10 hours respectively of straight time pay. In addition, any employee required by the Chief of Police to work on any of those holidays shall have three (3) options:
1. Be compensated at the rate of time and one half (1.5) for hours actually worked (Holiday OT);
 2. Receive compensatory time of then (10) hours of compensatory time and five (5) hours of pay at straight time (such time will not be counted as actual hours worked toward overtime); or
 3. Place fifteen (15) hours of compensatory time on the books.
- D. For the list of holidays, the Detectives, Domestic Violence Investigator, School Resource Officer, Evidence Technician, Court Officer, and Traffic Officer shall have three (3) options:
1. Working the holiday;
 2. Adjusting their work schedule to work another day during the workweek;
 3. Taking the day off.
- Officers choosing Option 1, working the day of the holiday shall receive ten (10) hours of holiday pay and ten (10) hours of overtime for that day.
 - Officers choosing Option 2, working another day during the pay week will have worked a total of 40 hours and will receive an additional ten (10) hours of holiday pay for 50 hours' total pay.
 - Officers choosing Option 3, taking the day off with no adjustments, shall receive regular pay for the 30 hours worked plus ten (10) hours holiday pay.
- E. Should a holiday occur during an employee's vacation period, a vacation day will not be expended. Vacation weeks that include a holiday will not count as single vacation days under Article 19, Section H. Pay will be handled similarly to option 3 in Section C above. The Officer will be paid for 30 hours vacation pay and ten (10) hours holiday pay.

ARTICLE 21 - SICK LEAVE

- A. Employees shall earn sick leave at the rate of ten (10) hours for each full calendar month of service. For those employees having at least three hundred (300) hours of accumulated sick leave, the unused portion of that calendar year's accumulated sick leave may be refunded in monetary value on the second pay period in December, or such accumulated sick leave may be rolled over from year to year up to a maximum of nine hundred (900) hours. Sick leave shall be posted in advance of accrual: sixty (60) hours on January 1 and sixty (60) hours on July 1 of each year.
- B. Any employee attaining retirement, or who voluntarily terminates their employment upon at least fourteen (14) days' notice, shall receive one-half (1/2) of their net remaining accumulated sick leave on record, so as to receive up to a maximum of forty-five (45) days or 450 hours. Employees who retire shall have the option to receive one-half (1/2) of their accumulated sick time in monetary value OR shall have the option of taking the same number of days off, as early retirement, in lieu of taking the monetary value. However, no additional vacation or sick leave benefits shall accrue after the last day that the retiring employee works.
- C. In the event of the death of an employee, their designated beneficiary shall receive the monetary value of one-half (1/2) of the remaining accumulated sick leave on record up to a maximum of forty-five (45) days or 450 hours. If no such designation of beneficiary is filed in writing with the City, it shall be paid to the employee's surviving spouse, then child(ren), and if none, to the employee's estate.
- D. Sick leave may be utilized twice annually specifically for taking "personal days," which are defined as days taken to address mental or emotional well-being without any additional requirements or penalties under any other section of this Article, except for Section I.
- E. Sick leave shall be granted for personal illness or injury which renders the employee unable to perform the duties of their employment. The City recognizes and will comply with the requirements of the Maine Act to Care for Families. As such, an employee may use their accumulated sick leave for family illness, when an employee of the employee's immediate household is ill and their presence at home is necessary for their care, provided that all other requirements of this Article shall apply.
- F. Employees shall call in to the on-duty Supervisor to report sickness at least two (2) hours prior to the start of the shift for which they intend to be absent. An employee who books off sick time shall call in each day they are to remain out sick. The two (2) hour notification requirement may be waived for good cause at the Chief of Police or their designee's discretion.

- G. When reporting sickness, the employee shall state the location where they can be reached. Any employee who is not at the location indicated without proof that they were either at or in transit to or from a pharmacy (or similar establishment), doctor's office or other medical treatment facility, or in compliance with a physician's directions, shall not be paid for the day and shall be deemed to be in violation of this Article of the contract. Employees are obligated to answer the telephone and to respond to visit(s) by Police Department Representatives, at reasonable times, taking the family situation into consideration.
- H. The Chief of Police may require a physician's certificate, at the City's expense prior to an employee's return to work in the following cases:
1. Any illness or injury resulting in an absence of three (3) or more consecutive workdays. Scheduled days off will not be deemed a break in consecutive workdays.
 2. Occurrences in any twelve (12) month period of absences of one (1) or two (2) day duration amounting to eight (8) days or more, where the Chief of Police, after discussing the situation with the employee and/or their representative, is not satisfied that the employee's absenteeism is justified.
 3. Any time that the Chief of Police, after reviewing the employee's record, recognizes a pattern which indicates the abuse of the sick leave benefits by that employee. The Chief of Police, upon discovering such a pattern, will inform the employee prior to requiring such certificate, and the employee and/or their representative shall be given an opportunity to explain their absences.
- I. An employee whose absenteeism indicates a question as to that employee's physical fitness to perform their work shall be reviewed and may, at the City's expense, be required to pass a physical examination or mental health evaluation and be certified as physically and/or mentally fit to do their job by a physician of the City's choice. Employees will be given a reasonable period of time to remedy any physical or mental health problems they may have and to make themselves physically and mentally fit to perform their duties.

Should the employee refuse to take a physical or mental health examination at the direction of the Chief of Police, they shall be suspended without pay until the examination is completed and the results reported to the Chief of Police.

Any individual calling in sick for their assigned shift shall not be eligible for an extra or outside job for a period of twenty-four (24) hours after the beginning of the shift for which they called in sick. EXCEPTION: Supervisor approved short absences from work for attendance at emergency or unavoidable doctor or dentist appointments, or to attend a sick family member, will be charged against sick leave accruals but will not be subject to the 24 hour no extra work provision herein.

- J. Temporary light duty assignments are projects and activities that are physically or mentally less demanding than normal job duties available in the Police Department. For an employee to be eligible for light duty assignments, the employee must present documentation by their treating physician of their work restriction and have the expectation to return to unrestricted work. Assignment of light duty is not a right of employment. Temporary light duty assignments are limited in number and variety and may be changed at any time. Light duty assignments will be approved by the Chief of Police. Light duty will be approved and monitored in 30-day increments by the Chief of Police, which may not last for more than six (6) months. Assignments shall not affect an employee's pay classification, pay increase, promotions, retirement benefits, or other employee benefits. If the employee can perform their regular job duties within the limitation established by the treating physician, the employee will return to their regular duties, and these provisions do not apply.
- K. Fraudulent use of sick leave may be deemed "just cause" for dismissal.
- L. Per the Human Resources Policies and Procedures regarding Family and Medical Leave, employees must utilize any accrued sick leave, but not vacation or holiday pay, during their Family and Medical Leave. Employees have the option of utilizing available accrued vacation or holiday pay. If the leave is covered by temporary disability insurance, use of accrued paid time will be required to cover the mandatory waiting period and is optional once disability pay becomes effective. If the leave is not covered by temporary disability insurance, and the employee has accrued paid sick leave, the employee must use all paid sick leave first before they can take unpaid leave.
- M. The City shall provide Earned Paid Leave (EPL), effective January 1, 2022, in accordance with applicable State of Maine law, 26 MRSA §637. EPL accrual and use will follow current Human Resources Policies and Procedures. Employees that earn weekly accruals per a collective bargaining agreement will be able to use accrued sick and vacation time up to forty (40) hours per calendar year as EPL. EPL does not entitle a full-time employee to any additional hours than already allocated in sick and vacation accruals under this collective bargaining agreement's sick and vacation accruals.
- N. The Maine Paid Family and Medical Leave (PFML) Law rules and payroll withholdings will begin on January 1, 2025. The contribution per employee is 1% of an individual's wage rate, split between the employee and the City. Benefits become available on May 1, 2026. Refer to the PFML Policy in the HR Policies and Procedures for further information. The City and Union agree to reopen the applicable portion of Article 21 – Sick Leave for the limited topic of Maine Paid Family and Medical Leave.
- O. When an employee is out of work on a leave of absence including but not limited to short term disability, Family and Medical Leave (FML), Americans with Disabilities Act (ADA) accommodation, and Workers' Compensation, the City requires that the

employee to provide a return-to-work certification from their treating health care provider indicating that they can return to work and perform the essential functions of their position in advance. For Workers' Compensation return to work, the City may request a fit-for-duty exam at the City's expense.

- P. It is the responsibility of the employee to continue paying their portion of benefits premiums during the duration of an unpaid leave. This may be done by way of payroll deduction or by paying the City directly, in which case any pre-tax benefit would be lost. Failure of an employee to pay their portion of insurance premiums for more than thirty (30) days may result in loss of coverage.

ARTICLE 22 - MISCELLANEOUS PAID LEAVES AND ADMINISTRATIVE LEAVE

- A. An employee shall be granted up to three (3) days of paid leave of absence in the case of the death of an employee's spouse, parent, legal guardian, child (including miscarriages), brother, sister, grandparent, father-in-law, or mother-in-law. If the employee's regularly scheduled days off fall within the period of three (3) days after the date of such death, these days will count toward the three (3) days bereavement period, but the employee will not be paid for regularly scheduled days off. An additional two (2) consecutive days paid bereavement leave may be granted by the Chief of Police in the case of death of an employee's spouse, child, or parent. One (1) funeral leave day will be granted for the death of a spouse's brother, sister, or grandparent. Attendance at funerals for outside agencies or current/retired Westbrook Police Officers or Dispatchers will be at the discretion of the Chief of Police.
- B. The City shall provide Worker's Compensation Insurance coverage for all employees. Any employee who sustains a personal injury by accident or compensable illness arising out of and in the course of their employment with the City shall receive, while on injury leave, a sum which, when added to the weekly payment of Worker's Compensation, shall equal 90% of their average weekly earnings for the fifty-two (52) weeks prior to the covered injury or illness, as calculated by the Workers' Compensation Board.

For example, if the carrier calculates an employee's 52-week average weekly earnings to be \$1,200 and the employee receives a check from Worker's Compensation for \$800, then they would be paid an additional \$280 from the City paid via payroll, which is equal to the difference between 90% of the \$1,200 and the \$800 Worker's Compensation payment.

$$\$1,200 \times .90 = \$1,080$$

$$\$1,080 - \$800 = \$280$$

- C. An employee who is entitled to receive Worker's Compensation payments will be permitted to utilize sick time that they have on the books to cover the time lost until the first Worker's Compensation payment, the employee will reimburse the City for the City

paycheck(s) they received, and the expended sick time will be placed back on the books.

- D. It is the responsibility of the employee to continue paying their portion of benefits premiums during the duration of the Workers' Compensation leave. This may be done by way of payroll deduction or by paying the City directly, in which case any pre-tax benefit would be lost. Failure of an employee to pay their portion of insurance premiums for more than thirty (30) days may result in loss of coverage.
- E. Temporary light duty assignments are projects and activities that are physically or mentally less demanding than normal job duties available in the Police Department. For an employee to be eligible for light duty assignments, the employee must present documentation by their treating physician of their work restriction and have the expectation to return to unrestricted work. Assignment of light duty is not a right of employment. Temporary light duty assignments are limited in number and variety and may be changed at any time. Light duty assignments will be approved by the Chief of Police. Light duty will be approved and monitored in 30-day increments by the Chief of Police, which may not last for more than six (6) months. An employee may not refuse light duty for injuries or illness while they are receiving workers compensation benefits. Assignments shall not affect an employee's pay classification, pay increase, promotions, retirement benefits, or other employee benefits. If the employee working light duty is only working partial hours, the employee shall be paid a sum which when added to their weekly workers' compensation payment will equal 100% of their regular base wage, the employee would otherwise receive for working a normal workweek. If the employee can perform their regular job duties within the limitation established by the treating physician, the employee will return to their regular duties, and these provisions do not apply.
- F. Whereas a Police Officer is a Police Officer twenty-four (24) hours a day, if an employee of the Department is called into or becomes involved in a situation requiring their services as a Police Officer in the City of Westbrook, they shall then be considered acting in the course of their employment with the Department for purposes of insurance, even though they are not on their regular assigned shift. . The City and Union agree to reopen the applicable portion of Article 22, Section F, for the limited topic of providing insurance coverage if an Officer becomes involved in a situation outside of the City of Westbrook while off-duty.
- G. When an Officer is placed on paid Administrative Leave following a critical incident, they will receive 100% of their average weekly earnings for the three months preceding the critical incident. A critical incident is any non-disciplinary incident which the Attorney General's Office is charged with investigating.
- H. The City may, at its discretion, grant unpaid administrative leave to an employee for personal, family, or other justifiable reasons. The failure to grant requested

administrative leave shall be subject to the grievance provisions of this agreement through Step 2, but shall not be subject to arbitration.

During the period of such leave, seniority will accrue but the employee shall not be entitled to accrue sick leave or holiday pay. Insurance coverage shall continue as set forth in the Agreement.

- I. The City will grant Military Leave as necessary in compliance with all applicable State and Federal Regulations.
- J. Upon request of an employee and receipt of medical verification of pregnancy by the employee's medical provider, the Chief of Police shall arrange for the transfer of such Officer to another position within the Police Department or, through mutual agreement with the Union, outside of the Police Department, such as City Hall. The employee shall perform such duties as may be assigned during the term of the pregnancy and shall be paid her rate of pay while at work and performing such duties.

ARTICLE 23 - HEALTH, DENTAL, LIFE, AND LIABILITY INSURANCE

- A. The City shall continue to provide the Maine Municipal Health Trust PPO 500 Health Plan and Major Medical Insurance or its substantial equivalent for all Union employees. The City and Union agree that should the City propose an alternative health insurance plan and provider as a result of bidding out this coverage, the contract will be reopened for this specific item only.
- B. The Employee Contribution shall be twelve (12%) of the total premium for each level of coverage. The employee contribution shall not increase more than 10% annually and employee contributions shall not exceed the following monthly amounts for the Maine Municipal Health Trust PPO Health Plan:

Coverage Level	Effective 1/1/24	Effective 1/1/25	Effective 1/1/26	Effective 1/1/27
Employee Only	\$115.00	\$126.49	\$139.14	\$153.05
Employee & Child(ren)	\$187.64	\$206.39	\$227.03	\$249.73
Employee & Spouse or Family	\$257.96	\$283.74	\$312.11	\$343.32

The City shall begin payments on health insurance premiums on the first of the month following the employee's date of hire. Per Section 125 of the Internal Revenue Code, employee contributions will be deduction on a pre-tax basis. In no case will the City pay for the subscription level to which an employee is not entitled by virtue of the number of

people they may insure under the plan. Dependent status will be defined by the plan and shall not extend beyond 26 years old. Benefits for terminating employees will extend to the end of the month during which the employee actually worked. It is recognized that the City provides this insurance coverage through a group plan, which is subject to changes beyond the control of the city.

- C. Should two (2) full-time employees of the City become legally married the following will apply:
 - 1. If neither employee has eligible dependents covered under the City's medical insurance plan, both employees will remain on separate insurance plans. The City will pay for single coverage for each employee at a level consistent with other employees.
- D. If one or both employees have eligible dependents covered under the City's medical insurance plan, both employees and their eligible dependents will be covered under one (1) insurance plan at the family coverage level. The City will contribute an amount toward the premium of this family plan equal to two (2) single employee plans at a level consistent with other employees. Any remaining dependent coverage premium will be paid for by the employees consistent with Section A of this Article. The employee that is waiving coverage is not eligible for the opt-out incentive as noted in Section.
- E. The City will provide to all employees enrolled in the PPO 500 plan, a Health Reimbursement Arrangement (HRA) to reimburse employees seventy-five Percent (75%) of the deductible and co-insurance costs, based on in-network levels as defined by the plan. For employees enrolled in single coverage, the current maximum HRA reimbursement will be \$1,500 annually and for employees with dependent coverage, the current maximum HRA reimbursement will be \$3,000 annually.
- F. The City shall continue to provide a dental care program which will provide 100% coverage for diagnostic and preventive care and 100% coverage for restorative, oral surgery, endodontics, periodontics, denture repair, and palliative care, levels A & B of Northeast Delta Dental Insurance Plan. The City will provide 75% coverage for prosthodontics and orthodontics, coverage levels C & D of Northeast Delta Dental Insurance Plan. The program levels A, B, and C shall have a \$1,000 per person annual benefit maximum. There will be a \$1,500 per person lifetime maximum benefit for level D coverage. The employees shall reimburse the City for fifteen (15%) percent of the said cost through pre-tax payroll deductions. It is recognized that this dental health care program may be subject to changes beyond the control of the City.
- G. The City shall provide and pay for a Police Professional Liability Insurance Policy for all Police Department employees. The scope and amounts of coverage shall be determined by the City.

- H. An employee entitled to health insurance who can demonstrate coverage from another source can opt out of the City's insurance plan, in which event, the employee will receive taxable earnings equivalent to thirty-five percent (35%) of the City's contribution for the level of coverage that the employee would be eligible for. The incentive will be made on the same schedule as premium deductions and in accordance with Fair Labor Standards Act. Employees may return to the City's health insurance plan within sixty (60) days of a qualifying event, or during the annual open enrollment period.
- I. The City offers employees the opportunity to voluntarily withhold pre-tax contributions from their regular weekly payroll check into a Flexible Spending Account (FSA) for medical and/or daycare expenses, under the provisions, rules, and regulations of Section 125 of the Internal Revenue Service as amended from time to time. The City agrees to deposit into each Medical Flexible Spending Account the amount of one hundred dollars (\$100) on an annual basis with an annual employee election form.
- J. The City shall provide all employees with Basic Life and AD&D insurance in the amount of one-times salary rounded to the next multiple of \$1,000 to a maximum of \$150,000 at no cost to the employee. Per IRS rules, life insurance is a tax-free benefit in amounts up to \$50,000. Employees pay income tax on the value of any amount exceeding \$50,000 which is called imputed income.

ARTICLE 24 - CLOTHING ALLOWANCE

- A. Probationary Police Officers shall be furnished a full police uniform, which will remain the property of the City (see Appendix D). The City will replace issued uniform items on an as needed basis. That is to say that when a uniform article is worn out or damaged it shall be exchanged for a replacement article or it will be repaired to make it serviceable.

All such replacements and or repairs must be approved by the Chief of Police or their designee. Any employee found wearing any part of their uniform off-duty, except going to and from work duty, will be subject to disciplinary action by the Chief of Police.

The Officers referenced in paragraph B below shall also maintain a complete patrol uniform for those occasions when they are required to be in uniform. These uniforms are subject to the same repair/replacement provisions as other issued uniforms.

All uniforms, protective clothing, or equipment issued by the City shall remain the property of the City and must be returned upon the employee's retirement, resignation, or separation from employment with the City. Violations of this provision shall be subject to disciplinary action.

- B. Officers whose assignment requires them to wear civilian clothing shall receive an annual stipend for clothing as follows: Detectives, Court Officer, Domestic Violence Investigator, FBI Task Force Officer, MDEA Special Agent, and Drug Investigator: \$550; and Evidence Technician and School Resource Officers: \$275. The stipends shall be paid in the first full pay period in July of each year. Such Officers are expected to maintain and wear appropriate civilian business attire. When an Officer is first assigned to one of these positions, they shall receive a pro rata payment for the time that they are in the position up to the next payment date.
- C. If any employee is required to wear a uniform, protective clothing, or any type of protective clothing or protective device, it shall be furnished to the employee by the City. The wearing of bulletproof vests shall be in accordance with a uniform department wide policy as adopted by the Chief of Police.
- D. It is also agreed that if any Officer in the line of duty sustains any loss to personal property, as described below, it shall be replaced by the City provided that said loss did not result from the negligence of the employee or from the violation of any Departmental rule or regulation. Such personal loss shall be reported to the Chief of Police or their designated authority prior to the end of the employee's regular work shift. Such personal property shall be limited to watches and personal cell phones up to \$500, eyeglasses, and dentures.

ARTICLE 25 – RETIREMENT

- A. Current Sergeants, Corporals, and Police Officers of the Police Department shall participate in Special Plan 1C offered by the Maine Public Employees Retirement System (formerly Maine State Retirement System). Special Plan 1C is a 20-year, no age, $\frac{1}{2}$ of average final compensation plan, including a COLA and a disability retirement provision. The City agrees to continue pension deductions on a pre-tax basis as provided by the Internal Revenue Service. The employee will also have the choice to supplement retirement contributions to a 457-deferred compensation plan.
- B. The City will implement a In Service Retirement Program for Officers who reach 20 years of service in the Maine Public Employee Retirement System (Maine PERS) Special Plan 1C, regardless of age. Accrual of service credit and determination of benefits shall be governed by the rules of MainePERS.

At the completion of the Officer's twenty (20th) year as determined by MainePERS, the Officer will declare their intentions via a formal letter to the Chief of Police. The employee shall be required to commit to serve a minimum of 12 consecutive months. The Officer may opt into the In-Service Retirement Program at any time after attaining 20 years of service, however, may only participate in the plan until they reaches 25 years of total service. The employee is subject to rehire at the discretion of the Chief of

Police; at which time, the Chief of Police will provide a written agreement to rehire the employee after separation.

Participants in the In-Service Retirement Program will retire and separate employment with the City in order to draw their pension and will be rehired and may remain employed up to five (5) additional years or upon reaching twenty-five (25) years of service. Any employee that has attained 20 years of service as of July 1, 2022, will be permitted to be rehired for a full five (5) years. The rehire date may be the next day after an employee is eligible to retire. The Officer in the In-Service Retirement Program will cash out all sick and vacation time at separation as previously stated Article 19 and 21.

During the five years (5) or 25 years of total service the Officer works under the In-Service Retirement Program, the Officer will be paid their hourly rate on the last day of employment prior to retirement, be provided the same accrual of vacation to be deposited in their vacation bank in the following January or July after retirement and accrued sick leave. All other provisions of Sick Leave and Vacation apply. The Officer will not retain their seniority, rank, shift assignment, and/or specialty position if applicable. The employee will be eligible to make contributions to the Mission Square (ICMA) 457 plan and receive 401a employer matching contributions of 2-to-1 match of employee contributions up to 3% of the employee's gross earnings and maximum employer contribution of 6%. The retired to rehired employee is responsible to pay any fee that Maine PERS and/or the IRS requires during the period of re-employment via a payroll deduction or pension deduction including but not limited to the IRS 10% Early Distribution Tax.

ARTICLE 26 - OUTSIDE DETAILS

Outside employment shall not be considered within the normal departmental police duties, with the exception for Officer(s) who will be required on certain city streets in the City when road construction is taking place. See Appendix E for the list of roads that will apply. If there are no volunteers for this assignment, then an Officer(s) may be ordered in. In cases where road construction is scheduled on any of the streets as previously identified and agreed upon by the City and the Union, one (1) or more Officers, as determined by the Chief of Police or their designee, shall be scheduled to provide traffic control. Payment for outside employment will be \$75.00 per hour with four (4) hours minimum guaranteed.

Since the City's Workers' Compensation Insurance premiums and the Maine Public Employee Retirement System contributions are computed on the gross wages of the employees of the Department, all earnings from such "outside employment" must be deposited with the Department and credited to the respective employee's payroll account, plus an additional percentage thereof, which is to be charged for such "outside employment" to cover the City insurance and retirement costs, etc. All earnings from

outside employment are to be paid to the City and then to the employee in the paycheck covering the week in which the outside employment was worked, if practicable.

Outside vendors will be charged the full fee for the number of hours the job was scheduled for unless the job is cancelled at least four (4) hours before it is due to start. Officers are guaranteed a minimum of four (4) hours of pay if the job is cancelled.

All jobs requiring regular/non-construction traffic control related to the list of arterial and collector roads referenced in Appendix E must use at least one (1) Officer to be paid by private vendor at outside rates.

ARTICLE 27 PHYSICAL FITNESS STANDARDS

Section 1:

- A. The City and the Union jointly recognize that an employee's physical condition and fitness can have significant implications for the employee while in the performance of their duties, as well as potentially saving the City money on health insurance costs and other savings. Therefore, all employees covered by this contract are encouraged to maintain a level of physical fitness appropriate to the demands of police work.
- B. It is mutually agreed that an annual physical test will be implemented after July 1, 2000, for all employees first hired on a full-time basis by any police department after July 1, 1999. Notification of the annual physical test will be provided in May of each year. The test will be administered in June of each year and payment of the physical fitness stipend will be paid in July of each year. In order to assist employees in reaching and maintaining a high level of physical fitness, the City agrees to provide the necessary space and proper equipment for such purpose. Employees who voluntarily elect to take part in this program are required to take the next physical test given by the Department and to be bound by the results of the test in accordance with the provisions of Section 1. If an employee wishes to discontinue participation in this program, they 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. Employees aged 60 and older are exempt from taking the test.
- C. The test will be the current physical fitness test required for the Maine Criminal Justice Academy as it might be adjusted, or by some other test that is mutually agreed to by the parties. The test is attached in Appendix F – Physical Fitness Standards.
- D. The City and Union jointly recognize that no standards established in this agreement will be discriminatory and the standards are minimum standards. Different levels of fitness are established according to age.

- E. Employees first hired on a full-time basis in any police department prior to July 1, 1999, although not mandated, are encouraged to voluntarily comply with the physical fitness requirement.
- F. Any Officer that passes all sections of the exam will receive a total payment of \$400.
- G. Physical fitness training may occur at the Public Safety Building's workout facility during the first or the last sixty (60) minutes of the work shift for Officers whenever possible and as long as there is no interference with job duties, and approval is granted by the on-duty Supervisor or Officer In Charge. Employees are also allowed to leave the facility within the last sixty (60) minutes of the work shift in order to run, swim, or do other cardiovascular exercise that involves distances.

Section 2:

The City and Union jointly agree that although the standards set forth in this Article are minimum standards, the demands of police work require an Officer to maintain physical fitness beyond any established minimum. The City and Union both encourage Officers to work to exceed the minimums.

Section 3:

The City agrees to waive physical fitness requirements for any employee with job-related injuries that would preclude their performance on the physical fitness evaluation, as determined by a 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 City agrees that the physical fitness examination shall be administered to employees at times reasonable to their work schedules, with prior notice, at least a full shift between the time the employee works, and the time is administered.

ARTICLE 28 - EDUCATION AND TRAINING

In an effort to encourage employees to participate in continuing education the City agrees to provide:

- A. College Cost Reimbursement: The City will reimburse 100% of the cost of tuition, books, and mandatory registration fees for an employee attending post-secondary education courses taken from an accredited college or university. Under no circumstances will any one (1) employee be granted more than \$3,500 in reimbursement for classes per fiscal year.
- B. All courses for which reimbursement is to be sought must be pre-approved by the Chief of Police and Human Resources Director prior to registration. The City reserves the

right to deny courses deemed inappropriate due to course content or due to budgetary constraints.

- C. Costs shall be paid upon documented proof of successful completion of said course(s) with a 2.0 GPA or better. All requests for reimbursement are to be submitted within 45 days of completion of the course requirements.
- D. Educational Incentive: An educational pay incentive bonus as shown will be added to the base hourly rate of any full-time employee covered by this contract who presents proof of achievement from an accredited college or university. If the degree is directly related to the field of Police Sciences, e.g., Criminal Justice, Law Enforcement, Law, Sociology, or Psychology; an additional \$0.075 per hour shall be granted.

Degree	Incentive Amount Per Hour
Associate degree	\$0.475
Associate degree in related field	\$0.55
Bachelor's degree	\$0.525
Bachelor's degree in related field	\$0.60
Master's degree	\$0.60
Master's degree in related field	\$0.675

- E. The Chief of Police may temporarily reschedule an Officer within the same day or reassign a day off within the same pay week for employees to attend in-service training up to a maximum of eight (8) times per calendar year. In such cases the Officer will be given at least (30) thirty days advanced notice unless said notice is waived by the affected employee.
- F. An employee who presents proof of an honorable discharge from any branch of the United States Military (Army, Navy, Marines, Air Force, and Coast Guard) or Reserves or National Guard after serving four (4) years or more of full-time service shall receive the same incentive bonus as employees who have a Bachelor's degree as noted above. The City recognizes the military's common practice of allowing enlisted personnel to use their accrued vacation/sick leave to discharge prior to the full four (4) year enlistment. Should this happen, the employee will still be eligible for the military incentive. If the employee has a Bachelor's degree in addition to four (4) years military service, the maximum incentive they may receive is the incentive for a Master's degree as noted above. The employee's primary assignment within their military service will determine if the additional incentive bonus for a related field in Police Sciences outlined in D above should be appropriately granted; this decision will be made by the Chief of Police.
- G. Foreign Language Proficiency: A foreign language proficiency pay incentive of \$0.50 per hour will be added to the base hourly rate of any full-time employee covered by this contract who certifies as fluent in one (1) or more of the most spoken non-English

languages in the City: Arabic, French, Portuguese, Somali, and Spanish. The stipend may be paid for any other languages at the discretion of the Chief of Police.

ARTICLE 29 - OFF-DUTY EMPLOYMENT

All off-duty employment will be reported to and approved by the Chief of Police. No Officer may work at any location in which such employment might be construed as a conflict of interest.

ARTICLE 30 - SCHOOL RESOURCE OFFICER (SRO)

- A. The SRO work week when school is in session will be outlined in Appendix A. The Officer will work Monday through Thursday or Tuesday through Friday, as determined by the Supervisor, with normal hours being 0700 – 1700 for the ten (10) hour shift. In accordance with Article 7, Section E of the contract, the Officer will be expected to flex this schedule in order to accommodate the job function. Attendance at job-related meetings or special activities outside of this schedule will require prior approval by the Supervisor and will be compensated in accordance with the overtime provisions of the contract.
- B. Supervisory responsibility for this position will lie with the Chief of Police or their designee.
- C. The SRO will have the flexibility to dress in either uniform or civilian attire as the situation requires. In recognition of the need to wear civilian attire the Officer will receive a clothing allowance as set forth in Article 24, Section B of the contract.
- D. Vacation and comp leave shall be used in conjunction with the school holidays and vacation schedules to the extent possible. Absences outside of this schedule must be approved by the Chief of Police or their designee.
- E. The SRO position will be treated as a Permanent Specialty Assignment as defined in Article 4 of the contract. Seniority in grade will accrue as a School Resource Officer.
- F. During school vacation periods, the SRO will perform duties as assigned by the Chain of Command.
- G. Specialty pay as outlined in the contract Article 18, Section C will be given for all hours worked.
- H. A department vehicle will be used for SRO transportation during the school year.

- I. The Department will provide a cell phone to be worn by the SRO while on duty when duties do not permit use of a portable radio.
- J. The SRO will work closely with the administrators of all schools to assure safety needs are met at all buildings. The SRO will be expected to follow up on police related incidents in the school system as appropriate.

ARTICLE 31 – CANINE OFFICER (K-9)
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- A. The K-9 Officer work week is outlined in Appendix A. In recognition of the time spent caring for the dog seven (7) days per week, the City agrees to shorten each workday by one (1) hour as compensation.
- B. To assure that the above four (4) hours per week of animal care is compensated each week, all vacation, sick leave, or holidays used will be deducted at the rate of nine (9) hours per day used.
- C. When the K-9 is being kenneled at the City's expense and the K-9 Officer is not providing care for the animal, all leave time will be expended at ten (10) hours per day.
- D. The K-9 Officer will be allowed the use of the K-9 designated police vehicle to transport the K-9 for official use on-duty, transporting the animal to and from the handler's residence, for other officially sanctioned trips, to accomplish training, or other departmentally approved purposes.
- E. A cell phone will be provided by the City to assure the ability to contact the K-9 Officers for call-in to appropriate scenes. The K-9 Officer shall have authority to use said cell phone for personal purposes with the clear understanding that no "on-call" pay shall be given for carrying said cell phone. The K-9 Officer is expected to respond via phone to said call-outs. They will be further expected to determine the likelihood of success for any proposed use of the dog and to decide whether to respond given the circumstances.
- F. The schedule of the K-9 Officer shall be in accordance with the approved patrol schedule to accomplish the duties of the Unit with a minimum of overtime costs. Hours may be flexed to accomplish special tasks such as speaking engagements, public events, or training, upon mutual agreement of the Officer and Administration.
- G. In the event the Department chooses to eliminate or suspend the K-9 Officer position, or the dog becomes disabled, the handler will revert to working the normal patrol shift assignment as allowed by seniority and the vehicle and cell phone will be returned.
- H. The Department will pay for food and veterinary services required for the dog.

- I. Generally, the K-9 Officer is responsible for care and feeding of the animal at their residence. Boarding arrangements must be approved in advance for special circumstances, such as extended leave or vacation, etc.
- J. The K-9 is the property of the City. In the event the dog becomes disabled to work and is retired from service, the handler will be given the option to adopt the animal with appropriate waivers of liability.

ARTICLE 32 – COURT OFFICER

- A. The Court Officer shall work a schedule as outlined in Appendix A and will be supervised by the Administrative Captain. The time that the Court Officer reports for duty may be flexible in order to accommodate the needs of the job.
- B. The Court Officer will have the flexibility to dress in either uniform or civilian attire as the situation requires. In recognition of the need to wear civilian attire the Officer will receive a clothing allowance as set forth in Article 24, Section B of the contract.
- C. The Court Officer position will be treated as a Permanent Specialty Assignment as defined in Article 4 of the contract. Seniority in grade will accrue as a Court Officer.
- D. Specialty pay as outlined in the contract Article 18, Section C will be given for all hours worked.
- E. On any day that the Portland District Court or Superior Court is in session, and the regular Court Officer is not working, and Department representation is required in court, day shift employees shall be rotated on a fair and equitable basis into the temporary role of Court Officer. Any Officer assigned shall be paid \$0.50 per hour for every hour or portion of an hour actually worked in that temporary role.

ARTICLE 33 – EVIDENCE TECHNICIAN

- A. The Evidence Technician shall work a schedule as outlined in Appendix A and will be supervised by the Chief of Police or their designee. The workday may be flexible in order to accommodate the needs of the job.
- B. The Evidence Technician shall be responsible for the collection, preservation, processing, storage, and transportation of evidence, as well as case preparation and court room testimony. Additionally, the Evidence Technician will be responsible for all property items in possession of the Department.
- C. A Department vehicle will be made available to facilitate the transportation of evidence.

- D. The Evidence Technician will be provided a phone and be subject to call out on serious crime scenes, as determined by the on-duty Supervisor. However, the Evidence Technician will be expected to evaluate the likelihood of success depending on the circumstances and ultimately decide whether an Evidence Technician response is appropriate.

ARTICLE 34 – TRAFFIC OFFICER

- A. The Traffic Officer(s) shall engage in high volume productivity in terms of identifying and prosecuting moving violations and other traffic infractions in the City.
- B. The Traffic Officer shall rotate through the list of Traffic Enforcement Priorities (TEPs) and shall be the primary point of contact for citizens aggrieved by traffic safety issues on the streets of Westbrook.
- C. The Traffic Officer shall, when requested by an On-Duty Supervisor, assist with accident investigations during any peak period of crashes. The Traffic Officer may also be assigned to take over accident investigations in the event that Patrol must yield for a higher priority in progress emergency call.
- D. The Traffic Officer will assist Patrol with follow-up on all road rage incidents that are not intercepted by Patrol and with all hit and run accidents follow up investigations.
- E. The Traffic Officer may also be asked to assist with OUI and OAS roadblocks, seat belt enforcement details, and other traffic enforcement details.
- F. The Traffic Officer will be responsible for recording all traffic enforcement activity through Dispatch.

ARTICLE 35 - DOMESTIC VIOLENCE INVESTIGATOR (DVI)

- A. The Domestic Violence Investigator (DVI) shall work the scheduled hours outlined in Appendix A.
- B. The DVI shall report to the Detective Sergeant.
- C. The DVI shall serve the needs of families and young people in the Westbrook community by enhancing the Police Department's investigations and impact outcomes in cases involving domestic violence.

ARTICLE 36 – TRAINING & PROFESSIONAL STANDARDS SERGEANT

- A. The Training & Professional Standards Sergeant shall work a schedule as outlined in Appendix A and will be supervised by the Chief of Police. The time that the Training and Professional Standards Sergeant reports for duty may be flexible in order to accommodate the needs of the job.
- B. The Training and Professional Standards Sergeant will be responsible for the management of administrative functions that include the Department's annual employee evaluations, Officer career development, department training, department policy administration, and intake of complaints against Officers.

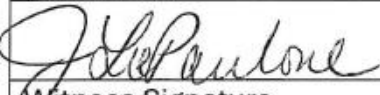
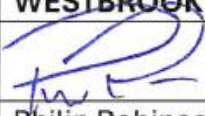
ARTICLE 37 – PATROL CORPORAL



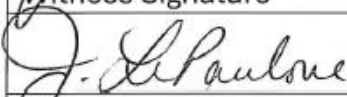
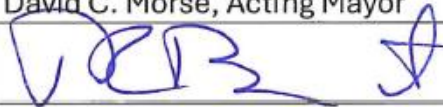
- A. The Patrol Corporal is assigned to a patrol team and will primarily serve as a Patrol Officer but will carry out supervisory duties of the team in the absence of a Patrol Sergeant.
- B. Shift assignments are based on seniority and shall not bump a Patrol Officer from their current team assignment.
- C. The Corporals will be eligible to work supervisor overtime jobs.
- D. The Corporal position(s) will be established on January 1, 2025 on a trial basis through December 31, 2025. The continuation or discontinuation of this position and program will be determined by mutual agreement between the Chief of Police and the Union, based on the number of filled Corporal positions and/or the effectiveness of the program. If eliminated, the language will be struck from the contract and the Officer In Charge system will be reinstated with an hourly stipend of \$1.50 per hour and Corporals will revert to the rank of Patrol Officer.

ARTICLE 38 – EFFECTIVE DATE

This Agreement shall be effective as of January 01, 2025 and terminate on December 31, 2027.

IN WITNESS WHEREOF, the parties have set their hands on this day 22nd ^{November} of 2024 and has caused this Agreement to be signed for it by its Mayor as set forth below; and the Westbrook Police Association has caused this Agreement to be signed by its duly authorized officers as set forth below.

WITNESS:	WESTBROOK POLICE ASSOCIATION
	
Witness Signature	Philip Robinson, WPA President

WITNESS:	CITY OF WESTBROOK, MAINE
	
Witness Signature	David C. Morse, Acting Mayor
	
Witness Signature	Jerre R. Bryant, City Administrator

BARGAINING TEAMS:	
Union	City
Daniel Felkel, Esq.	Jerre Bryant
Colby Clark	Steven Goldberg
Jacqueline Lorenzen	Angela Holmes
Philip Robinson	Sean Lally
Jeremiah Ruggiero	Joanne LePauloue

Approved by the Westbrook City Council, Order 2024- /27.

APPENDIX A - WORK WEEK

The Patrol Division will be comprised of six (6) patrol teams. The teams will be number 1 through 3.

- Teams 1A and 1B will work the hours of 2100 – 0700.
- Teams 2A and 2B will work the hours of 0600-1600.
- Teams 3A and 3B will work the hours of 1400-2400.

At the start of the schedule, the A teams would work Rotation A and the B teams would work Rotation B. After four (4) weeks of working their respective rotations, the teams would change rotations. Example: The A teams would change to Rotation B and the B teams would work rotation A.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Rotation A	X	X	X	X			
Rotation B				X	X	X	X

X = Workday

Example of Rotation A to B Change Over

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	A	A	A	A/B	B	B	
Week 2	A	A	A	A/B	B	B	B
Week 3	A	A	A	A/B	B	B	B
Week 4	A	A	A	A/B	B	B	B
Week 5	B	B	B	A/B	A	A	A

Detectives and Specialty Officer Schedule

Detectives will primarily work 0700-1700 hours. Detectives and the Domestic Violence Investigator (DVI) will either work Monday through Thursday or Tuesday through Friday. The Detective Sergeant will ensure at least one (1) Detective is scheduled to work Monday and Friday.

Drug Investigator will work a ten (10) hour schedule that will facilitate the investigation of drug crimes.

MDEA Special Agent will work a schedule to be determined by the MDEA Supervisory Special Agent.

FBI Task Force Agent will work a schedule to be determined by the FBI Supervisory Special Agent in charge.

School Resource Officers (SROs) will work Monday through Thursday or Tuesday through Friday from 0700-1700.

Court Officer will primarily Monday through Thursday or Tuesday through Friday from 0700-1700.

Evidence Technician will work Monday through Thursday or Tuesday through Friday from 0700-1700.

Training & Professional Standards Sergeant will work Monday through Thursday or Tuesday through Friday from 0700-1700.

Traffic Officers will work Monday through Thursday or Tuesday through Friday from 0600-1600 (Traffic Officer 1) and 1000-2000 (Traffic Officer 2). Traffic Officer's schedules can be flexed to facilitate traffic enforcement priorities.

Refer to Article 7 for further work week conditions.

APPENDIX B - OVERTIME REGULATION

PURPOSE:

The purpose of this general order is to establish the process by which overtime jobs will be filled.

TERMS DEFINED:

Charge: A mark on the rotational rosters to record the employee's status or decision regarding an offered opportunity to work.

Eligibility: An employee is considered eligible to work overtime or extra jobs if:

1. The job date and time does not conflict with their scheduled on-duty time.
2. The employee is on comp leave.
3. The employee is off in lieu of attending in-service training (school) or off in lieu of a Department sponsored special event/assignment.
4. The employee is a Cadre for the Maine Criminal Justice Academy and the job(s) available fall between the hours they are not at the Academy.
5. The exception that Officers are eligible to work patrol overtime when the overtime overlaps at the beginning or end of their regular duty hours.
 - a. The following stipulations are agreed upon:
 - i. Eligibility is for **patrol overtime only**, not outside jobs.
 - ii. Eligibility means that Officers will be charged for refusing or not signing up for these jobs.
 - iii. Officers will be required to use comp time or vacation time during the overlap of the overtime job and their shift, or they may opt to earn only the amount of hours worked over their normal scheduled hours for the overtime job.
 - iv. In an overlap situation, Officers also have the option of flexing the overtime job by 1-hour, so they can work the full hours of the job (i.e., on a 1100-1500 overtime shift, an evening Shift Officer scheduled to work at 1400 may flex the hours of the job to be 1000-1400). This option only applies to Officers who are scheduled to work a normally scheduled shift and are awarded a job that overlaps with it.
 - v. Eligibility exposes Officers to be ordered in for these jobs.
 - vi. In order to be in compliance with Article 17, Section O – “Any employee otherwise called to work outside their regular shift shall be paid a minimum of four (4) hours...” an Officer being ordered in under this agreement, will not be required to use comp or vacation time.

Ineligibility: An employee is considered ineligible to work overtime or extra jobs if:

1. The job was created by their own absence (vacation, vacation days off, sick, suspension, military, or bereavement).
2. The job date and time is in conflict with a Department ordered meeting, order-in, special assignment/event, or court case.
3. The employee is on sick leave, suspension, vacation, military, or bereavement leave.
4. If the Officer is unavailable for overtime shifts due to training, they will be deemed ineligible for any overtime jobs while away and charged for them on the rotation roster.
5. The employee is assigned as a Cadet to the Maine Criminal Justice Academy or still in Field Training Officer training status.

Vacation Days Off (VDOs): Days off that are attached to a one (1) week or longer vacation, before, during, or after the vacation time that an employee requests to be designated as part of the vacation.

Rotational Roster: A list of all eligible employees in their seniority order. The roster will also list phone numbers to be called, and any other information that will assist in the efficient use of the roster (E.g.: change in schedule). Charges for all jobs will be noted on one rotational roster called the “Job Control Log.”

Senior most eligible: The employee who has the first open box on the rotational roster when read from top to bottom and left to right.

Regular filling period: The time of day that available jobs will be offered via the Power Time Program or telephone to eligible employees. These times will be 0700-2100 hrs. daily.

Weekly Job Sign-up: The posting of all open overtime or extra jobs for the upcoming two (2) weeks.

Sign-up period: The time employees are required to sign up on Power Time for any eligible jobs for the next two (2) pay weeks. This time frame will be 1000 hrs. Thursday through 2100 hrs. Friday each week.

Saturday Fill period: The special fill period that will be used to fill jobs posted on the weekly sign-up. This fill period will be during the night shift hours on Friday night/Saturday morning.

Department Job: A Department overtime position that requires an employee to work.

City Job: A job that is paid out of the City of Westbrook operating budget.

Outside Job: A job that is paid for by any private contractor or corporation. (E.g., school dances, basketball games, street openings, paving jobs, etc.).

Pressing Job: Any job which is created and must be filled prior to the next regular filling period in order to give at least two (2) hours' notice to the person taking the job. In the case of outside jobs, they become pressing 24 hours earlier than other jobs.

Emergency Job: Any job that is created with an immediate need to be filled that does not allow for the two (2) hour notice. (E.g.: utility pole down, employee injured on duty unable to return to duty, etc.)

Job Date: The date that any job is to begin.

Job Creation Date: The date and time that any job is approved for assignment.

Job Assignment Date: The date and time that any job is assigned.

Job Availability Date: The date that any job may be filled. It is not more than two (2) pay weeks in advance of the job date except over the Christmas Holidays.

Job Control Log: A sequential list of all jobs for the year listing the date, nature of job, and employee assigned.

Order-in List: A reverse seniority list recording employees required to work overtime involuntarily. This list will be maintained in the Job Control Log. A mark will be made beside each employee forced to work. It will record the date, time, and job control number.

Order-In: A situation that occurs when a mandatory job cannot be filled voluntarily during the normal filling process. All eligible employees will be given the opportunity to accept the job prior to any order-in, whenever practical.

Refusal: Officers will only be charged one (1) refusal when multiple jobs for the same reason/purpose on the same date and time are being offered at the same time.

Swap: An employee may swap a job with another employee as long as both employees have been awarded jobs to swap at the time the swap is agreed upon.

PROCEDURES:

POWER TIME:

The Power Time app will be the primary method of filling overtime.

JOB CONTROL LOG:

The job control log will be maintained in a location that is accessible to all employees. The job control log will have a duration of one (1) year commencing January 1st, ending on

December 31st, and will start with the number one (1). All unfilled jobs from the previous year will be placed on the new year's log and will be assigned new numbers.

FILLING JOBS:

The majority of jobs will be filled during Saturday fill periods. All jobs which are available for assignment for the next two (2) weeks starting at 1500 hours on Saturday will be posted on the Saturday Fill job sign-up on the Power Time App on Thursday morning by 1000 hours. At that time, the posting will be frozen so that no more jobs may be added to the sign-up boards during the sign-up period.

All jobs posted by 1000 hrs. Thursday will be filled based on the weekly sign-up only. There will be no telephoning from the rotational list for these jobs. The listing of awarded jobs will be on the Power Time app, and it is the responsibility of employees to check the app to see what jobs they were awarded.

No job which is created during the sign-up period will be offered until after the posted sign-up jobs are filled unless it is an emergency or pressing job.

Jobs which are created after the Saturday fill period and which must be filled before the next sign-up period will be filled during a regular filling period following their creation unless a pressing job.

All jobs that fall within the job availability date restrictions will be offered to all eligible employees during the filling period. Those jobs will be offered to the eligible employees in accordance with the rotational list. The employees, as they are contacted, will have the choice of accepting one, or refusing all of the available jobs. The employee's decision, ineligibility, or lack of response will then be charged accordingly on the rotational log. The next most senior eligible Officer will then be contacted, and so on until all jobs have been assigned or all eligible employees have been contacted.

If all jobs are not filled during the filling period due to time constraints, the unfilled jobs will remain for the next regular filling period or until pressing.

Outside jobs, except road construction jobs on the arterial and connector roads listed in Appendix E of the contract, may be canceled if not filled at least 24 hours in advance of the start of the job in order to give vendors time to hire private security.

Emergency Jobs that are created will be posted immediately on Power Time. The supervisor will wait for 15 minutes for Officers to respond and will then fill it.

Pressing jobs that are created will be posted in Power Time. The supervisor will wait for 1 hour for Officers to respond and will then fill it.

Non-pressing jobs will be filled using reasonableness of the supervisor, but they will wait at least 1 hour upon posting the jobs.

RESPONSIBILITY OF THE EMPLOYEE:

Power Time will be the primary mechanism for posting and filling jobs, and for signing up for jobs. Employees who wish to be considered for overtime jobs must ensure they have timely access to the Power Time app.

Each employee who wishes to be considered for overtime jobs being offered for assignment on the Saturday Fill Board must sign-up during the posting period on the Power Time App.

For the weekly sign-up, each employee will mark in Power Time the jobs they want and number in order of preference. On the other jobs, mark either an R for refusal, W for working, or L if on any kind of pre-approved leave day.

If no entry is made on the weekly sign-ups, it will be assumed that the employee has no interest in the jobs and will mark “no initials” (NI) in the Job Control Log for any job being filled.

Each employee will provide one phone number to be listed in the Job Control Log to be called for the offering of jobs.

During any temporary shift change (swap) or adjustment in work hours, the employee(s) involved must make the notification of the change of work schedule in the Power Time App in order to avoid being bypassed.

RESPONSIBILITY OF SUPERVISORS:

Sergeants are expected to perform job filling functions. In the absence of a Sergeant the Officer In Charge (OIC) shall perform the job filling function in accordance with these instructions.

Intentional or repeated deviation from this policy by those filling the board will be subject to progressive discipline. Once an employee accepts a job (voluntary or order in) the job will not be revoked and awarded to another unless the original employee consents or the original employee was not eligible to accept said job. Should this occur, the original employee will be penalized (two (2) TI) for accepting a job they were ineligible to work.

ADMINISTRATION OF ROTATIONAL LOG:

Employees will be charged with a job opportunity for:

Accepting a job	A and the job number
Refused a job	R and the job number
Not Available	NA and the job number (no answer, 7 rings)

Turn-In	TI
No Initials	NI and the job number
On Approved Leave	L and the job number
In Basic Training	FTO or MCJA

NO ENTRIES:

No entry will be made on the rotational roster if the only job available falls during a time when the employee will be working. An employee appearing at court, working an extra job, attending an approved community event or attending a mandated training session, will be deemed to be working for purposes of this order.

CORRECTIONS:

Errors discovered on the rotational roster sheets may be corrected by a Supervisor.

JOB CANCELLATION/TURNED IN:

Recognizing the inconvenience to an employee who comes into work when an overtime job is cancelled the following procedure will be followed:

1. Communication to an employee that an overtime job has been cancelled will be done as soon as practical after notification of the cancellation via cell phone (including text message), radio, or in person. E-mail will only be used if the cancellation notification is at least two (2) days in advance.
2. If a job is canceled by the Department or the outside vendor after originally being assigned and notification of the cancellation is given prior to two (2) hours before the job is scheduled to start, the charge will be removed from the employee to whom the job was assigned, and the employee will receive no compensation for the job.
3. If a Department job is cancelled within two (2) hours before the job is scheduled to start, the employee will have the option of:
 - A. Not working and having the mark removed from the Job Control Log or
 - B. Working the scheduled hours assigned for that shift and performing a substantially similar, non-punitive job falling within the scope of the employee's job description and assigned by the Administration or, in their absence, the Supervisor on duty. The mark will remain in the Job Control Log.
4. If an outside job is cancelled within two (2) hours before the job is scheduled to start, the employee will receive overtime pay at the outside detail rate for the hours the job was originally assigned, and the mark will remain in the Job Control Log.
5. If an employee accepting a job subsequently turns in the job, they shall be charged for the original acceptance and in the next opportunity box will be entered TI and the number of the job turned-in as a penalty. Progressive penalties will be assessed to discourage employees from accepting and then turning the jobs back in. Within each six (6) month period beginning January 1 and July 1 of each year, one (1) TI shall be charged on the first job turned-in, two (2) on the second job turned in and three (3) on the third job turned in etc.

- A. Exception:** No penalty will be assessed, and the original entry will be removed from the rotational roster if the reason the job is turned in is an on duty injury/illness, off duty injury/illness of employee (accompanied by a physician's note indicating Officer is unfit for duty) any forced absence from work due to a potential exposure of an infectious disease, bereavement leave, a court notification served subsequent to acceptance of the job, or an emergency causing the employee to have to work over their current shift into the extra assignment. . No penalty will be assessed if an Officer needs to turn in a job because the awarding of the job would put them over the 20-hours of consecutive work provision of this contract.
- B.** Any acceptance of a job the employee is not eligible to work will result in said employee being penalized two (2) TI if the error is not corrected with the Sergeant/OIC within two (2) hours of accepting the job. If not corrected within two (2) hours, employees will receive the normal TI penalties. Although the Sergeant/OIC is responsible for filling/offering jobs, it is the responsibility of employees to know their schedule and availability before accepting any jobs.

NO EMPLOYEE MAY ACCEPT A JOB IF THEY ARE INELIGIBLE FOR SAME:

Employees on leave are ineligible to work overtime jobs during the leave period. For purposes of this order the leave periods, other than comp time, shall be considered to be in increments of twenty-four (24) hour blocks starting at the beginning of the employee's regular shift. Example: An employee on Shift 1 would have 24-hour periods of leave running from 2100 to 2100; Shift 2 employees would have 24-hour periods running from 0600 to 0600; and Shift 3 employees would have 24-hour periods running from 1400 to 1400. CID and other specialty employees' 24-hour period will run in conjunction with their regularly assigned hours as outlined in Article 7 "Work Week".

Employees taking one (1) week or more vacation may choose to extend the vacation status into the days off immediately before, during, and/or after the vacation week by asking that the days off be designated as vacation days off (VDO's.) If so designated, the days off will be treated the same as vacation days regarding the job-control log and order-in list. Overtime will not be allowed on VDO's.

ORDER-IN:

The next most junior eligible employee on the order-in list will be ordered to accept the job and a mark will be placed on the order in list. They will not be charged for the acceptance on the regular rotation list. Additionally, employees who are on vacation or VDO's are not subject to being ordered in except as specified during an emergency call up.

Phone calls are required to notify Officers for all order-ins, even those from the Saturday fill.

EMERGENCY CALL UPS:

During an emergency declared by the Chief of Police or their designee, the order-ins will be accomplished in the most expeditious manner possible to attain the needed workforce. No such jobs will be charged on the Job Control Log, but credit will be noted on the order-in list.

APPENDIX C - POLICE OFFICERS AND SERGEANTS PAY SCALE

Effective 1/1/25 - 5%+	Base	1 Year	2 Years	3 Years	4 Years	5 Years	7 Years	9 Years	12 Years	15 Years	18 Years	20 Years
Police Officer	\$30.62	\$31.12	\$31.62	\$32.12	\$32.62	\$33.12	\$34.11	\$35.14	\$36.18	\$37.28	\$38.39	\$39.55
Sergeant	\$35.62	\$36.12	\$36.62	\$37.12	\$37.62	\$38.37	\$39.36	\$40.39	\$41.43	\$42.53	\$43.64	\$44.80

Effective 7/1/25 - 5%	Base	1 Year	2 Years	3 Years	4 Years	5 Years	7 Years	9 Years	12 Years	15 Years	18 Years	20 Years
Police Officer	\$32.15	\$32.68	\$33.20	\$33.73	\$34.25	\$34.78	\$35.82	\$36.89	\$37.99	\$39.14	\$40.31	\$41.52
Sergeant	\$37.40	\$37.93	\$38.45	\$38.98	\$39.50	\$40.29	\$41.33	\$42.41	\$43.51	\$44.65	\$45.82	\$47.04

Effective 1/1/26 - 5%	Base	1 Year	2 Years	3 Years	4 Years	5 Years	7 Years	9 Years	12 Years	15 Years	18 Years	20 Years
Police Officer	\$33.76	\$34.31	\$34.86	\$35.41	\$35.96	\$36.51	\$37.61	\$38.74	\$39.89	\$41.10	\$42.32	\$43.60
Sergeant	\$39.27	\$39.82	\$40.37	\$40.92	\$41.48	\$42.30	\$43.40	\$44.53	\$45.68	\$46.88	\$48.11	\$49.39

Effective 7/1/26 - 5%	Base	1 Year	2 Years	3 Years	4 Years	5 Years	7 Years	9 Years	12 Years	15 Years	18 Years	20 Years
Police Officer	\$35.45	\$36.03	\$36.60	\$37.18	\$37.76	\$38.34	\$39.49	\$40.68	\$41.89	\$43.15	\$44.44	\$45.78
Sergeant	\$41.23	\$41.81	\$42.39	\$42.97	\$43.55	\$44.42	\$45.57	\$46.75	\$47.97	\$49.23	\$50.52	\$51.86

Effective 1/1/27 - 5%	Base	1 Year	2 Years	3 Years	4 Years	5 Years	7 Years	9 Years	12 Years	15 Years	18 Years	20 Years
Police Officer	\$37.22	\$37.83	\$38.43	\$39.04	\$39.65	\$40.26	\$41.46	\$42.71	\$43.98	\$45.31	\$46.66	\$48.07
Sergeant	\$43.30	\$43.90	\$44.51	\$45.12	\$45.73	\$46.64	\$47.84	\$49.09	\$50.36	\$51.69	\$53.04	\$54.45

Effective 7/1/27 - 5%	Base	1 Year	2 Years	3 Years	4 Years	5 Years	7 Years	9 Years	12 Years	15 Years	18 Years	20 Years
Police Officer	\$39.08	\$39.72	\$40.36	\$40.99	\$41.63	\$42.27	\$43.54	\$44.84	\$46.18	\$47.57	\$49.00	\$50.47
Sergeant	\$45.46	\$46.10	\$46.74	\$47.38	\$48.01	\$48.97	\$50.24	\$51.54	\$52.88	\$54.27	\$55.70	\$57.17

APPENDIX D - CLOTHING LIST

The following list constitutes the issued uniform items subject to repair or replacement under Article 24.

For Police Officers:

Outer Wear

- 1 winter jacket
- 1 windbreaker
- 1 reversible raincoat
- 1 rain cover for dress hat
- 1 Class A dress hat
- 1 ballcap
- 1 winter knit hat
- 1 pair winter gloves
- 1 navy blue sweater (optional upon request)
- 1 pair patrol gloves (optional upon request)
- 1 reflective safety vest

Regular Uniform

- 3 pairs BDU pants
- 1 pant belt
- 3 long sleeve BDU shirts
- 3 short sleeve BDU shirts
- 1 necktie
- 1 Class A short sleeve shirt
- 1 Class A long sleeve shirt
- 1 Class A uniform pants
- 2 turtleneck shirts (optional on request)

Footwear

- 1 pair of uniform shoes or boots per year

Special Equipment

- 1 bullet proof vest with outer vest carrier and attachments
- 1 ID case
- 1 baton and holder
- 2 pairs of handcuffs and 1 key
- 2 handcuff pouches
- 1 firearm with tac light
- 1 safety holster
- 2 bullet magazines
- 1 magazine pouch
- 1 OC Spray and holder

- 1 Sam Browne belt
- 4 keepers
- 1 flashlight
- 1 flashlight ring
- 1 equipment carry bag/briefcase
- 1 aluminum report case
- 1 aluminum summons case
- 1 tourniquet
- 1 ballistic helmet
- 1 pair range eye protection
- 1 pair range ear protection
- 1 medical kit
- 1 radio, with microphone and charger
- 1 radio holder/pouch
- Taser holster
- Body camera holder

Brass

- 1 ID badge
- 1 shirt badge
- 1 coat badge
- 1 hat badge
- 1 hat band
- 1 tie bar
- 2 name tags – 1 regular, one safety pin

Other Specialty Assignment Items:

Officers performing specialty assignments will be issued equipment appropriate for the performance of said duty.

Bike Officers

- 2 pairs of bike shorts
- 2 short sleeve polo shirts
- 1 bike helmet
- 1 pair of bike gloves

K-9 Officers

- K9 patches as needed

Detectives

- digital recorder
- clothing allowance as provided in Article 24

Evidence Technicians

1 lab coat

Motor Officer

1 helmet

1 pair of riding gloves

1 pair of riding pants

1 leather jacket (due to expense of item, approval from Chief of Police with commitment to ride M/C)

1 pair of riding boots

APPENDIX E- ARTERIALS, COLLECTORS, AND ROADS DESIGNED BY THE CITY

All required traffic control jobs on arterial or collector roads shall require the use of at least one (1) Officer to be paid by the private vendor. These jobs shall be initially offered through a volunteer outside overtime list but shall be filled through the normal mandatory overtime procedure should there be no volunteers. Unless due to an emergency situation, such jobs shall require a minimum of forty-eight (48) hours advance notice.

- Westbrook Arterial
- William Clarke Drive
- Main Street
- Bridgton Road
- Eisenhower Drive
- Spring Street
- County Road
- Saco Street
- Stroudwater Street
- Forest Street
- New Gorham Road
- Conant Street
- Bridge Street
- East Bridge Street
- Cumberland Street
- Harnois Avenue
- Warren Avenue
- Larrabee Road
- Brook Street
- Methodist Road

APPENDIX F – PHYSICAL FITNESS STANDARDS

Minimum Standards

Cardiovascular Endurance: 1 Mile Run (Min/Sec)

Male 10:00

Female 11:30

Muscular Endurance/Core: Plank (Min/Sec)

Male 1:30

Female 1:00

Muscular Endurance/Upper Body Strength: Push-Up Test (#)

Male Based on Age

20-29	30-39	40-49	50-59
29	24	18	13

Female Based on Age

20-29	30-39	40-49	50-59
15	11	9	3