

AGREEMENT

July 1, 2019-June 30, 2022

Between

CITY OF AUGUSTA, MAINE

And

**Fraternal Order of Police
Lodge #003**

for the

**Police Officers
of the
Augusta Police Department**

PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act, the parties hereto have entered into this agreement in order to establish mutual rights, preserve proper employee morale, and to promote effective and efficient operations.

ARTICLE 1 - RECOGNITION

The CITY recognizes the UNION as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours, and other conditions of employment for all its eligible police officers, (patrol officers and detectives) within the bargaining unit of the Police Officers, as determined in accordance with the Municipal Public Employees Labor Relations Act.

ARTICLE 2 - UNION SECURITY

Section 1. All employees shall have the right to join the UNION except as otherwise provided herein, or refrain from doing so. No employee shall be favored or discriminated against either by the CITY or by the UNION because of an employee's membership or non-membership in the UNION. The UNION recognizes its responsibilities as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE 3 - CHECKOFF

The CITY shall deduct regular weekly dues and Initiation Fees upon receipt of signed authorizations from the members (a copy of which is to be retained by the CITY) and certified statement from the Secretary-Treasurer of the Local Union as to the amount for dues. This deduction shall be weekly and the CITY agrees to deduct dues on a weekly basis. The CITY shall forward all such dues so collected to the Secretary-Treasurer of the Local Union by the end of each week in which deductions were made. The UNION shall indemnify and save the CITY harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and remitting the same to the Union pursuant to this Article.

ARTICLE 4 - MANAGEMENT RIGHTS AND DEPARTMENTAL RULES

Section 1. The CITY and the UNION agree that unless specifically abridged by any provision of this AGREEMENT, the rights and responsibilities to operate and manage the CITY's

business and the affairs of the CITY are vested exclusively in the CITY. The CITY further retains the exclusive right and authority to take any action it deems appropriate in the efficient operation of the CITY and in the implementation of all administrative policy and in the direction of the work of personnel covered herein in accordance with its judgment and within the provisions of law. Such rights shall include, but shall not be limited to, the right to: a) direct and supervise employees, b) appoint employees, c) establish, distribute, modify and enforce work rules and regulations, d) maintain the efficiency of CITY operations including the right to close any or all facilities for cogent business reasons, e) to determine means, methods, facilities and personnel by which operations are to be continued, and f) take whatever actions, including traditional personnel actions, which are necessary to carry out the operating directives of the CITY in support of the mission of the CITY as may be defined by the CITY from time to time.

ARTICLE 5 - MAINTENANCE OF STANDARDS

It is mutually agreed that existing rights, privileges, or benefits affecting the Augusta Police Department and its members shall remain in force throughout the duration of this AGREEMENT. The Police Chief shall have the right to delete, change, or implement rules and regulations. Any changes shall be posted prominently for a period of ten (10) working days whenever possible before becoming effective. Any disagreements resulting from this Article will be handled in accordance with the existing procedure.

ARTICLE 6 - UNION ACTIVITIES

Section 1 - Time off for Union Activities. The Chief or his/ her designee has the discretion to grant the necessary time off, without discrimination or loss of seniority right and without pay, to any employee designated by the UNION to attend a labor convention or to serve in any capacity on other official UNION business, provided forty-eight (48) weekday hours' written notice is given to the Employer by the UNION specifying length of time off requested. The UNION agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men/women affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

Section 2 - No Discrimination because of Union Activities. Any employee member of the UNION acting in any official capacity whatsoever shall not be discriminated against for his/ her acts as such officer of the UNION so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of UNION membership activities.

ARTICLE 7 - ACCESS TO PREMISES

With the permission of the Police Chief, or his/ her designate, authorized agents of the UNION shall have access to the Police Department during working hours and City Hall during normal working hours for the purpose of adjusting disputes, investigating working conditions, and

ascertaining that the AGREEMENT is being adhered to, provided, however, that there is no interruption of the Police Department's working schedule.

A list of authorized Union agents who may enter City premises will be furnished by the UNION to the City Manager within thirty (30) days of the ratification of this AGREEMENT.

ARTICLE 8 - STEWARDS

Section 1. The authority of Stewards and Alternates so designated by the UNION shall be limited to, and shall not exceed, the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of this collective bargaining Agreement;
- b. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information have been reduced to writing.

Section 2. Stewards and Alternates have no authority to take strike action, or any action interrupting the Employer's business, except as authorized by official action of the UNION.

Section 3. Stewards shall be permitted to investigate, present and process grievances on or off the property of the Employer without loss of time or pay if action must be taken during Stewards regular shift. Such time spent in handling grievances shall be considered working hours in computing daily and/ or weekly overtime. Justification for time so used will be provided in writing upon request. In all cases department business has priority.

ARTICLE 9 - BULLETIN BOARDS

The CITY agrees to provide suitable space for UNION use on the present Police Department bulletin board. The UNION shall limit its use of the bulletin board to official UNION business, such as meeting notices and UNION bulletins.

ARTICLE 10 - DISCHARGE OR SUSPENSION

Section 1. The employer shall not discipline, discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension without pay of an employee, the employer must immediately notify the employee in writing of his/ her discharge or suspension and the reason thereof. Such written notice shall also be given to the Steward, and a copy mailed to the Local Union Office, within one (1) working day from the time of the discharge or suspension. Once an internal investigation is formally under way, the individual(s) and Shop Steward shall be notified.

Section 2. Any employee discharged must be paid in full for all wages owed him/her by the employer, including earned vacation pay and time due, if any, within ten (10) days from the date of discharge.

Section 3. A discharged or suspended employee must advise his/her Local Union in writing, within five (5) working days after receiving notification of such action against him/ her, of his/her desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be

made to the employer in writing within ten (10) calendar days from the date of discharge or suspension.

Section 4. Should it be proven that an injustice has been done a discharged or suspended employee, he/ she shall be fully reinstated in his/ her position and compensated at his/ her usual rate of pay for lost work opportunity. If the UNION and the employer are unable to agree as to the settlement of the case, then it may be referred to the grievance machinery as set forth in Article 11, within ten (10) days after the above notice of appeal is given to the employer.

Section 5. No written reprimand short of suspension will remain in the employee's personnel file in excess of one (1) year unless a violation of the same nature has occurred within that year. In cases of a repeat violation of a like nature, the letter(s) shall remain in the personnel file until twelve (12) months have passed since the most recent violation.

Section 6. No complimentary letters will remain in the employee's personnel file in excess of one (1) year.

Section 7. No suspension notice will remain in the employee's personnel file in excess of two (2) years unless a violation of the same nature has occurred within that two (2)-year period or unless the violation was of a more serious nature, i.e., causing bodily harm or life threatening in nature, whereas the letter(s) shall remain as a permanent part of the personnel file.

Section 8. No commendations will remain in the employee's personnel file in excess of two (2) years.

ARTICLE 11 - GRIEVANCE PROCEDURE

Section 1 - Declaration of Policy. It is the purpose of this procedure to secure at the lowest possible administrative level, equitable solutions to grievances free from coercion, restraint, reprisal.

Section 2 - Definitions.

- a. Employee shall mean any person covered by this agreement as provided for under Article I - Recognition.
- b. Employer shall mean the individual designated by management to review and resolve grievances.
- c. UNION shall mean Fraternal Order of Police, Lodge #003.
- d. Grievance shall mean any claimed violation, misinterpretation or inequitable application of this agreement or of any rules, procedures, regulations, administration order or work rules of the employer, or those matters affecting employees' health or safety, physical facilities, materials or equipment furnished to the employees or supervision of employees.
- e. Supervisor shall mean the employee on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work.
- f. Days shall mean all days other than Saturday, Sunday, and holidays which shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.

- g. The grievance shall consist of a written statement served upon the CITY or the UNION as the case may be, by registered or certified mail or by personal service. The grievance must: (a) cite the contractual provision in issue; (b) contain a statement of the claimed violation which is in dispute; and (c) set forth a statement of the requested relief.

No grievance shall be permitted to be initiated more than ten (10) business days after the date upon which the acts underlying the grievance arose; provided that such limitation shall not apply to payment of salary or benefits.

Section 3 - Rights of the Parties.

a. Rights of Grievant

1. The grievant may select any representative(s) to assist him/ her in the processing and/ or preparing of grievances, except that no representative may be present from any other employee organization other than union.
2. The grievant shall have access to all written statements, records, and materials relating to the grievance.

b. Rights of the Union

1. The UNION shall receive a copy of any claim, including supporting materials and of any decision rendered pursuant to the grievance as outlined in Section 4, Step 1.
2. The UNION shall have the right to submit briefs to support or refute allegations of any party in a grievance.
3. The employee may have a union representative at any hearing, conference, meeting held under this procedure, if so requested.

c. Mutual Rights

In the event of the un-excused failure on the part of any aggrieved party to be timely, the grievance shall be deemed to be withdrawn. If the employer or his/her representative fails to make a decision within the required time period, the grievance shall be deemed to be upheld and in all respects final and binding upon the parties.

Section 4 - Presentation.

Step One

1. An employee(s) who claims to have a grievance shall present this grievance to the Division Commander in writing within ten (10) business days of its occurrence.
2. The Division Commander shall meet with the parties to resolve the grievance within three days. After the request for the meeting, he/ she shall render a decision in writing within ten (10) business days thereafter, a copy of which is sent to both the employee(s) and his/ her representative.

Step Two

The aggrieved party, if not satisfied with the decision at Step One, may within ten (10) business days request a review by the department head. Such request is to be in writing with a copy to the immediate supervisor. The Police Chief or designee shall convene a hearing within ten (10) business days after receipt of the request for said hearing. The Police Chief or designee shall render a decision in writing, within ten (10) business days after the hearing, copies to the aggrieved and his/her representative.

Step Three

The aggrieved party, if not satisfied with the decision at Step Two, may within ten (10) business days request in writing a hearing before the City Manager or designee. The requested hearing shall be held within ten days after it is received and a decision shall be made within ten days thereafter, copies of the decision to the aggrieved party and his/her representative.

Step Four

If the grievance has not been satisfactorily resolved at Step 3, the aggrieved party shall provide written notice to the UNION and the CITY of their intent to appeal the decision and, with the approval of the UNION, may appeal an unsatisfactory decision at Step Three to an arbitrator selected by the UNION and employer. The decision arrived at shall be final and binding upon both parties to the agreement. The UNION's request for arbitration must be made within 120 days of receipt of the decision at Step 3.

If the parties fail to select an arbitrator, they shall use the Maine Board of Arbitration and Conciliation Service tripartite.

The fees and expenses of the arbitrator shall be borne equally by the parties.

The arbitrator should hold a hearing within twenty (20) days after he/she has been selected and shall render a decision within twenty (20) days after the hearing has been concluded.

The arbitrator shall have no power to add to, subtract from or change any other provision of this agreement, nor to render any decision which conflicts with a law.

Section 5 - General Considerations.

1. All grievance discussions, meetings, conferences, hearings, shall be conducted during the normal work day.
2. The time limits at any step(s) may be extended by written mutual consent of the parties.
3. The move to arbitration must be approved by the UNION.

ARTICLE 12 - SEPARATION OF EMPLOYMENT

Upon separation in good standing, the employee shall receive all accumulated unused vacation pay, time due and holiday pay and, if eligible, unused sick leave in accordance with Article 19, Section 4.

In the event that retroactive wage and salary adjustments are agreed to by both the UNION and the CITY members of the negotiating committee, the employee shall receive same, providing

separation is in good standing.

Employees discharged not in good standing shall receive only unused vacation pay, time due and holiday pay at the time of separation, but shall not receive any retroactive contract settlement.

ARTICLE 13 - SENIORITY

Section 1. A seniority list shall be established naming all officers affected by the AGREEMENT, with the employee with the greatest years of service in each classification listed first. Seniority shall be based upon the date of appointment. Seniority, for the purpose of this AGREEMENT, shall be interpreted to mean length of continuous service. Seniority shall be the governing factor in all matters affecting work shift assignment, layoff, recall and vacation preference,

Section 2. In the event it becomes necessary for the CITY to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority. All affected employees shall receive a two (2) calendar week advance notice of layoff, that he/ she is senior member in grade, and the CITY shall meet with the affected employees prior to the actual occurrence of layoff. Affected employees shall be given recall rights for a period of eighteen (18) months following the layoff. Employees shall be recalled from layoff according to their seniority. No new employees shall be hired until all employees on layoff status have been afforded recall notices by certified mail, return receipt requested to the employee's last known address. It is the responsibility of the employee to advise the CITY of his/ her current address.

Section 3. The seniority list shall be brought up to date on January 1 of every year and immediately posted thereafter on bulletin boards for a period of not less than thirty (30) days, and a copy of same shall be sent to the UNION and to the Steward. Any objection to the seniority list, as posted, must be reported to the Chief within five (5) days from the date posted or it shall stand as accepted.

Section 4. All permanent job openings and/or vacancies which the CITY intends to fill shall be posted via departmental email for a minimum of ten (10) days by the CITY as soon as such opening and/ or vacancy becomes available. This provision shall also apply to temporary job openings that are likely to last thirty (30) or more calendar days. If when the Police Chief decides to fill any permanent job openings or vacancies, that position will be awarded within a reasonable length of time.

Section 5. Step increases for the purpose of wages and vacation accrual rates shall be granted on the employees' anniversary date.

ARTICLE 14 - WORKWEEK

The workweek will be recognized as a nonstandard workweek of an average of forty (40) hours per week. Seniority will be a factor in assigning officers to shifts. In the event that circumstances require an involuntary shift reassignment, officers will be forced off their current shifts based solely on seniority.

The Patrol Division will work an agreed upon "2-2-3" schedule. When an employee uses paid leave time, their vacation, sick or comp banks will be charged the number of hours of the shift scheduled for that day. Holiday pay will be paid out as 10 hours. Leave time requests will be one officer per shift, per team. Employees currently on a standard workweek will continue as such unless

a change is mutually agreed upon. Any changes in the workweek as it presently exists will be based on the need to provide more beneficial service to the public at large and the Department as a whole.

Detectives covered by the patrol contract: Detectives will work four 10-hour days per week on shifts with staggered start and end times to include some evening hours, as agreed upon with management. Shifts will be selected by seniority. (This does not apply to the MDEA agents who have five, 8-hour days.)

A. Detectives who work 8-hour days will continue to accrue 8 hours of sick time per month.

Detectives who work four, 10-hour days will accrue sick time at 10 hours per month. When paid leave is used it will be charged at the rate of the shift scheduled for that day. Holiday pay will be paid out as 8 hour days. Detectives who regularly work the four 10's will instead work four 8 hour days or they may also use accrued time as approved. Advance leave time requests will be one detective per team at a time. Management may allow for an additional employee to be out on leave time if department and coverage needs allow.

The employee receiving a compulsory call back to work shall receive a minimum of four (4) hours pay for the work for which they are called back at one and one-half (1 1/2) times their regular hourly rate, provided that these hours are in excess of the compensated forty(40) hour workweek. The above conditions shall also apply to special assignments created within the Department.

ARTICLE 15 - MEAL PERIOD

All employees shall be granted a thirty (30) minute meal period and two (2) fifteen (15) minute coffee breaks during each shift worked. Whenever possible, the meal period shall be scheduled at the middle of each shift and shall not be taken within the first and last half (1/2) hour of each shift.

Selection of a meal period and coffee break times and locations will be approved by the Watch Commander or their designee. To maximize officer coverage of providing police services to the public, only one patrol unit or specified detail unit may be granted a meal or coffee break at any one time.

ARTICLE 16 - WAGES

Wages will be increased by the following amounts at the starting rate and all subsequent steps:

- 1.5% effective 7/1/19
- 2.00% effective 7/1/20
- 3.00% effective 7/1/21

Position
7/1/19 (1.5%)

	Start	1	2	3	4	5	7	10
Police	21.32	21.56	22.41	23.28	24.24	25.18	26.42	28.28
Detective	23.46	23.72	24.66	25.62	26.64	27.67	29.04	31.07
7/1/20 (2.00%)								
Police	21.74	21.99	22.86	23.75	24.72	25.69	26.95	28.84
Detective	23.93	24.20	25.16	26.13	27.18	28.22	29.62	31.69
7/1/2021 (3.00%)								
Police	22.39	22.65	23.55	24.46	25.46	26.46	27.76	29.71
Detective	24.65	24.92	25.91	26.91	28.00	29.07	30.51	32.64

B) The City and the Union agree that the City may elect to hire new employees at any step within the wage scale. This decision will be at the discretion of the employer to respond to the specific job qualifications of the particular applicant.

C) Extra Detail: Extra detail rate will be one and one-half (1-1/2) times the top step detective's rate plus any educational benefit applicable to the individual employee, and at a minimum of four (4) hours. Work performed on New Year's Eve (5:00 pm – 5:00 am) will be two (2) times the extra detail rate. This provision will take effect on the date of the signing of the contract. Outside details do not include any city-sponsored function including details assigned to any city or school department, or the Greater Augusta Utility District. It is recognized that the rate paid to employees working an outside detail does not equate to the billing rate charged to the responsible party requiring the outside detail.

Scheduled extra duty is subject to a 2-hour cancellation notice requirement or the employee will be paid as originally scheduled. Employees accepting extra duty must make themselves available by phone or other means to receive such 2-hour cancellation notification.

D) Employees acting in a Police Training Officer position will receive one (1) hour comp time per shift.

E) Direct Deposit - Employees shall establish and maintain 100% direct deposit of their paychecks.

ARTICLE 17 – HOLIDAYS

The following days shall be observed as holidays by all regular employees in the bargaining unit:

New Year's Day
Martin Luther King's Jr.'s Birthday
Patriot's Day
Memorial Day
Independence Day
Washington's Birthday
Labor Day
Indigenous Peoples Day
Veteran's Day
Thanksgiving Day
Christmas
Floating Holiday*

In the year starting January 1, 2001, employees who normally work holidays will be granted (110) hours of vacation time in lieu of holidays, fifty (50) hours to be taken as vacation and sixty (60) hours to be taken as time due, at the direction of the Police Chief or his/her designee. Employees who do not work holidays will be granted 20 hours of time due.

Employees who work on New Year's Day, Labor Day, Thanksgiving and Christmas will be paid at one and one-half (1 1/2) their normal rate of pay (base hourly rate plus any stipends) for hours worked on that day.

*Floating Holiday: An extra holiday called a floating holiday may be granted upon supervisors' approval and will be a 'use it or lose it day'. This day must be used during the calendar year and is not to be rolled over to the following year. The floating holiday may not be used incrementally and represents one regular shift/ or one regular work day.

ARTICLE 18 - VACATIONS

Employees shall accrue vacation leave on a monthly basis equivalent to 80 hours per year during their first seven (7) years of employment; One hundred twenty (120) hours after seven (7) years of continuous service. One hundred sixty (160) hours after fourteen (14) years of service and two hundred (200) hours after twenty (20) years and over of service. During the employee's first 12 months of employment, vacation leave will be limited to extraordinary circumstances as approved by the Chief of Police. Annual leave will be granted on a day for day basis. For employees with less than 15 years, a limit of six (6) weeks' vacation may be carried from one (1) calendar year to the next. For employees with 15 years+, eight (8) weeks' vacation may be carried from one (1) calendar year to the next.

The selection of time for annual vacation leave shall be by choice of the police officers based on seniority subject to a schedule of "open weeks" as determined by the Police Chief. Closing of weeks will occur only in emergency situations. If an employee is not able to take his/ her annual vacation leave in its entirety during calendar week periods due to staffing issues, then any remaining leave at year end will be treated like "time due" for leave purposes if the total amount of unused vacation leave is in excess of the limits set above.

Employees may use vacation time in half-day and full-day increments in lieu of taking

vacation a week at a time. Single vacation days will be requested and approved on a case by case basis, depending upon availability and manning requirements in the same manner as time due is now requested and approved. One (1) police officer per shift per day may be granted time off.

ARTICLE 19 - SICK LEAVE

Section 1. Sick leave without loss of pay shall be compiled monthly, at the rate of eight (8) or ten (10) hours depending on the employees normal work schedule, one (1) working day per month and may accumulated to a maximum of one thousand twenty-nine (1,029) hours for employees whose normal work day is ten (10) hours per day or more and accumulated to eight hundred and twenty three (823) hours for those employees who normal work day is eight (8) hours per day. Sick leave for the current month will be granted after employee has been compensated for at least one-half (1/2) of the month. In the event of sickness or disability in the employee's family-- spouse, mother, father, children-- the employee shall be granted sick leave with pay, provided the employee is the primary caregiver and provides certification from the healthcare provider (as defined Family Medical Leave Act).

Section 2. An employee who normally works at least ten (10) hours per day and has accumulated one thousand twenty nine (1,029) hours or who normally works eight (8) hours per day and has accumulated eight hundred twenty three (823) hours of unused sick leave shall be remunerated on an annual basis for those days/hours not used as sick leave in excess of these limits to a maximum of ten (10) days in 2018 and eight (8) days in 2019. The cut-off date for compensation purposes shall be November 30 of the calendar year.

Section 3. It is the responsibility of the employee to notify Dispatch, and a supervisor when available, at least one (1) hour before duty time (shift change) that employee will be unable to work because of illness. Failure to do so may result in the employee not receiving pay for time out sick that day.

Section 4. At the time of separation, providing the employee has ten (10) years of continuous, active service with the CITY and separation is in good standing the employee will be compensated for one-half (1/2) of the accumulated sick leave, provided he/she has accumulated at least four hundred five hours.

Section 5. Sick time may be taken for illness any employee may contract or any exposure to contagious disease he/ she may experience in which the health of others would be endangered by his/her attendance at duty. Any serious health condition that extends beyond three days falls under the regulation of the Family Medical Leave Act (FMLA), and thereby requires the employee to complete an FMLA leave request.

Upon receipt of the employee's request for FMLA leave, the City may require medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member. Failure to provide required certification within 15 calendar days of the date you receive this notice may result in delay or denial of leave until the certification is provided. The City may also require second or third medical opinions (at the employer's expense) and periodic reports during FMLA leave regarding the employee's status and intent to return to work.

Section 6. The Police Chief or City Manager will follow state and federal FMLA guidelines which may require healthcare provider certification prior to granting paid sick leave. This also

pertains to requests for leave by the employee who is a primary caregiver, for the purpose of caring for members of their family within their household.

Section 7. Human resources will discretely handle and manage all records related to the FMLA and provide communication to the Police Chief or Deputy Chief of the employees need to be absent and status of the leave. Human Resources may require periodic updates from the employee to support continued absence or to manage the return to work process.

Section 8. Chronic Sick Leave - In the event an employee is repeatedly on sick leave, the Police Chief or his/her delegated subordinate will require the employee to contact Human Resources to request an intermittent FMLA. If the chronic absenteeism from work is not covered under the intermittent FMLA due to lack of substantiation then the chronic and unapproved absenteeism may be subject to disciplinary action

Section 9. When an employee is on sick leave, he/she shall account for their time to their superior. It is understood that a person be allowed reasonable latitude in regard to emergencies, drug store trip, etc. However, the employee will give an explanation of his/her whereabouts if requested. In the event the explanation is unreasonable, the employee may be subject to disciplinary action.

Section 10. Employee shall not continue to accrue sick leave during authorized leaves or suspension from work with the exception of vacation leave. Employee out on duty-incurred injury is excluded.

ARTICLE 20 - BEREAVEMENT LEAVE

In the event of death in the immediate family of an employee, the employee shall be granted up to three (3) days' leave of absence at their full straight-time rate, equivalent to their regularly scheduled hours for that day, to make final arrangements or to attend funeral services.

"Immediate family" is hereby defined to include spouse, parents, children, brothers; sisters, parents-in-law, step-parents, step-children, foster parents, brothers-in-law, sisters-in-law, grandparents and grandchildren. The employee will be granted two (2) additional days for spouse or child. The employee will be granted one (1) day of funeral for aunt, uncle, niece, and nephew. A day for the purpose of this section will depend on the employee's normal work schedule.

In addition, the Police Chief or his/her designee, may grant special consideration for additional leave where distance or unusual circumstances are a factor.

ARTICLE 21 - LEAVE OF ABSENCE

Any employee desiring leave of absence without pay from his/ her employment shall secure written permission from both the UNION and the employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for same must be secured from both the UNION and the employer. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. Full seniority rights shall be maintained during leave of absence.

The employee must make suitable arrangements for continuation of Health and Welfare and Pension payments before the leave may be approved by either Local Union or the employer.

It is agreed that this Article shall be deemed as not grievable.

ARTICLE 22 - HEALTH INSURANCE BENEFITS

Section 1- Health Insurance: The City will provide group health insurance through the Maine Municipal Employees Health Trust (MMEHT). The active plan is the Comprehensive Point of Service (POS-C) Plan. Additional plans include: effective January 1, 2014, the Preferred Provider Organization 500 (PPO-500) plan and effective 1/01/2019, the Preferred Provider Organization 2500 Plan (PPO 2500).

Effective January 1, 2014, the City will fund a Health Reimbursement Arrangement (HRA) account for each employee participating in the PPO-500 plan, in the amount of \$500 for those with individual coverage and \$1000 for those with family or employee and child coverage.

Effective January 1, 2019, the City will provide the PPO 2500 Plan which will have a Health Reimbursement Account (HRA) funded by the City.

Effective January 1, 2019, and annually thereafter on January 1, the City will fund a Health Reimbursement account (HRA) for each employee that is the primary plan participant enrolled in the PPO 2500 Plan, in the amount of two thousand dollars (\$2000.00) for those with individual coverage and four thousand dollars (\$4000.00) for those with employee/child or family coverage.

Employees who choose the POS-C Plan or the PPO 500 Plan will pay the full cost over the contribution the City makes toward the PPO 2500 Plan. These two Plans are not funded by an HRA and are not eligible to receive an FSA contribution from the City.

The City will provide dental coverage through Delta Dental/Northeast Dental Plan. Contribution rates will be the same as health insurance contribution rates. The City will provide vision coverage through the MMEHT VSP Vision Plan. Contribution rates will be the same as health insurance contribution rates.

The City will pay eighty percent (80%) toward the cost of vision coverage and the employee will pay twenty percent (20%) for the cost of vision coverage.

The employee will be responsible for paying any difference in the cost of premiums, on a weekly (48 weeks) basis.

Effective January 1, 2018 all health, dental and vision insurance contribution rates will be shared in the following percentages between the City and employee on Single, Employee/ Child, and Family coverage:

1/1/19 City will pay 80% and Employee will pay 20%

Employees who are covered by a comparable group insurance plan in addition to that provided by the City may elect to drop the coverage provided by the City. For employees opting out

of a "Single" plan and who demonstrate proof of comparable coverage, they will receive two hundred and fifty dollars (\$250) per month. For employees opting out of a "Family" or "Employee & Child" plan and who demonstrate proof of comparable coverage, they will receive three hundred dollars (\$300) per month. Proof of coverage must be presented to the Human Resources Department. Employees who receive their coverage from another City of Augusta employee on a City medical plan, a government program such as MaineCare or Medicare, or a plan sponsored through the exchanges under the Affordable Care Act are not eligible to receive 'opt-out' payments.

If the contract negotiations extend beyond the expiration of this contract, and an agreement has not been reached on health insurance premiums, both parties agree that the CITY will pay sixty (60%) percent of any increase in premium (with employee deductions to pay the other forty (40%) percent) until a new agreement is reached.

Section 2 – Retiree Health Insurance:

The above retirement provision shall apply only to those employees hired by the Augusta Police Department prior to January 1, 1995. Employees hired after this date may remain in the group coverage at his/her own expense upon retirement after twenty-five (25) years of service, if participation is allowed by the current provider.

Section 3 – Income Protection Plan: The City agrees to provide a group income protection plan. Employees shall pay 100% of the monthly premium.

Section 4 - Flexible Spending Account (FSA) -Medical

Effective January 1, 2004, the City agrees to provide medical and child care spending accounts in accordance with Internal Revenue Code Section 125.

Effective January 1, 2014, and annually thereafter on January 1, the City will contribute \$250 on behalf of each employee who is the primary PPO 500 Plan participant, into the section 125 medical flexible spending account (FSA). Plan. Effective January 1, 2019, the City will contribute \$350 into the FSA to the primary plan participant enrolled in the PPO 2500 Plan. The City's respective contributions are dependent upon each employee annually enrolling in either the PPO 500 or the PPO 2500 Plan.

Section 5 – Retiree Health Savings Accounts: Upon request of either the City or the Union, the parties agree to meet and confer regarding establishing retiree health savings accounts. It would require one hundred percent participation of the unit in order to establish an HSA.

Section 6 – Physical Fitness Incentive: Effective July 1, 2011 upon successfully passing Maine Criminal Justice Academy (MCJA) approved physical fitness test standards, administered by the Chief of Police or his designee; the officer shall receive a twenty five dollar (\$25.00) gift certificate. Only one certificate shall be awarded per fiscal year.

ARTICLE 23 - PENSION PLAN

Any person who becomes a full-time police officer as probationer or otherwise shall be eligible for membership in the Maine Public Employees Retirement System. Membership contributions shall be deducted from the paycheck weekly for the present retirement plan in effect and whatever additional

benefits that may be provided by action of the City Council and the Maine Public Employees Retirement System, Military Service Credit, provisions as outlined in the Retirement Law, Section 1094, Sub-paragraph 13.

Effective January 1, 1978, retirement benefits for employees of the Augusta Police Department will be in accordance with Section 1092, Paragraph 3 of the Maine State Retirement Law. The City of Augusta, through the Maine Public Employees Retirement System., will provide one half (1/2) salary as provided in said section, after having completed twenty-five (25) years of service, for those police officers employed on or after said date.

It is agreed between the CITY and the UNION that the CITY has adopted the twenty (20)-year retirement program for the Police Officers hired before January 1, 1978.

The UNION further agrees that upon the effective date of Chapter 77, Public Laws, enacted by the 109th Legislature, to change the retirement program for new police officers employed after September 19, 1979, to provide retirement benefits, that is half (1/2) pay, after reaching twenty-five (25) years of service, regardless of age (Title 5, Section 1121 (2), M.R.S.A.).

Effective 1/1/2020, the City and the Union agree to move to MEPERS Plan 3C, with both parties paying their respective contributions as required by MEPERS. This change is prospective service only.

ARTICLE 24 - COMPENSATION CLAIMS

The CITY agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing as required by law. The employer shall provide Workers' Compensation protection for all employees, even though not required by State law or the equivalent thereof, if the injury arose out of or in the course of employment.

In the event that an employee is injured on the job, the employer shall pay such employee his/ her day's guarantee for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his/ her regular shift on that day. An employee who has returned to his/ her regular duties after sustaining compensable injury and who is required by the Workers' Compensation doctor to receive additional medical treatment during his/her regularly scheduled working hours shall receive his/her regular hourly rate of pay for such time.

ARTICLE 25 - UNIFORMS

All uniforms, clothing, equipment and protective devices required to be worn or carried shall be furnished by the CITY.

Bulletproof vests will be issued and required to be worn.

All employees shall be issued 8 shirts (4 summer, 4 winter) and 4 pants.

The employees shall furnish and wear approved black footwear and garrison belt. Any other article of uniform, clothing, equipment or protective device the employee desires to wear or carry must be approved by the Chief of Police or his designee.

Employees will receive a lump sum payment of \$575 in January of each year of the contract to be used for maintenance of uniforms, clothing and equipment and purchase of other items as required by the AGREEMENT. For detectives, an additional lump sum payment of two hundred dollars

(\$200) will be paid.

While on duty, the employee shall be clean, clothes neat and well-pressed, footwear clean and shined, hair neat and in accordance with regulations and clean shaven with the exception of allowed mustaches.

When any part of the uniform or issued equipment is worn out by reasonable use or has been damaged while on duty, a replacement shall be issued by the CITY upon presentation of the damaged or worn out issue. If any loss or damage is caused by negligence or misuse, the employee may be required to replace the damaged item(s) at his/her own expense.

ARTICLE 26 - COURT-TIME PAY

An officer who is required to attend any Court or hearing for official business related to their duties as an Augusta Police Officer or on other Police related matters recognized by the City as being within the officer's official duties while off-duty will be paid at the rate of one and a half (1 1/2%) times their regular hourly rate for four (4) hours time or for the actual hours spent in excess of four

(4) hours attending Court or hearing while off duty. Payment shall be made within a reasonable length of time after submittal of the Court remuneration. If the Court appearance is not deemed to be covered by the above, the employee shall be paid by the Court, the Attorney requesting the appearance, other Departments, Agency, Entity or Individual ordering such appearance.

ARTICLE 27 - EDUCATION

In the case of course scheduling problems involving minimum course requirements in order to attain thirty (30) hours, the employee may request a course approved for substitution. Approval shall be by the Affirmative Action Officer with concurrence of the Police Chief.

Employees hired after January 1, 1995 who have satisfactorily completed an Associate Degree in Criminal Justice shall receive a two percent (2%) increase of their base salary per week, or have satisfactorily completed a Bachelor's Degree in Criminal Justice shall receive a five percent (5%) increase of their base salary per week.

Upon completion of MCJA requirements, employees holding the above applicable degree will be eligible for educational incentive pay.

ARTICLE 28 - INJURY IN LINE OF DUTY

Whenever a member of the Police Department is incapacitated from duty, because of injury sustained in the hazardous performance of his/ her duty, he/ she shall be entitled to leave with full pay, reduced by the amount covered by Workers' Compensation during the period in which he/she is unable to perform his/ her duties, or other duties assigned, or until such time as he/ she has been accepted for retirement by the State Pension Plan. The CITY may at any time require the employee to be examined by any physician it chooses. Should the examining physician for the CITY disagree with the physician of the employee as to whether or not the employee is able to perform his/her duties, or duties assigned, a third physician, chosen by the other two physicians, will examine the employee. The majority opinion of

the three physicians shall rule.

The CITY agrees to repair or replace eye glasses or dentures damaged in the line of hazardous duty as defined below, upon satisfactory proof by the employee that damage occurred during said hazardous duty.

It is further agreed that the CITY will reimburse the employee no more than thirty five (\$35) dollars for loss or damage to wristwatch damaged in the line of hazardous duty.

Hazardous performance of duty is defined as:

1. Making an arrest.
2. Handling of prisoners.
3. Active pursuit of someone violating the law.
4. Other conditions as may be determined hazardous by the Police Chief.

ARTICLE 29 - LIE DETECTOR TEST

The employer shall be allowed to require an employee to take a polygraph or any other form of lie detector test or exam, provided that the employee be given the opportunity to have another individual of his/her choosing review the questions to be asked.

The employer shall have sufficient cause to require the employee to take a polygraph or other form of lie detector test or exam. The test shall cover the incident under investigation. A copy of the questions shall be furnished the employee prior to examination by the polygraph operator. Failure to take the polygraph examination will result in a disciplinary action.

ARTICLE 30 - WORKING RULES

Section 1. The CITY will furnish each new employee with a copy of all existing work rules upon employment and update working rules as necessary. It will be the responsibility of the employee to daily read the "spindle" or memorandums for working rules.

It is agreed that any employee may be summarily suspended without pay if said employee's right to operate a motor vehicle in the State of Maine is suspended or revoked.

The reasons listed below, without intending to be exclusive, may be grounds for demotion, dismissal, suspension without pay or reprimand:

1. Drinking on the job or arriving to work while under the influence of intoxicating beverages or drugs or bringing same on the job.
2. Failure to follow the orders of superiors.
3. Being habitually late or tardy.
4. Failure to perform the duties of position properly.
5. Negligent or willful damage to City property.
6. Inability to get along with fellow employees.
7. Conviction of theft or any felony.
8. Violation of the rules regarding political activities.

9. Conduct unbecoming the Police Department employee.

Section 2 - Substitution. The right to substitution shall be permitted, providing, however, that permission to substitute shall be obtained from the Police Chief or designee. Requests for substitution shall be submitted at least five (5) days prior to the requested shift substitution. Exceptions from the required five day submittal may be approved at the discretion of the Police Chief or designee. (No substitution shall be effected without proper authorization.)

ARTICLE 31 - ACCEPTANCE OF GIFTS

Acceptance of money or gifts by an employee when given under circumstances indicating the hope or expectation of receiving better treatment than that accorded to the public in general is prohibited and may result in immediate dismissal.

All employees shall be responsible for providing municipal services to the public in a courteous and polite manner.

ARTICLE 32 - OUTSIDE EMPLOYMENT

Employees will not engage in outside employment which may in any way hinder their impartial performance of their public duties or impair their efficiency to the public. Employees who wish to obtain outside employment must first obtain written permission from the Police Chief. Such outside employment shall not be acceptable if any of the following conditions apply or develop:

1. Where secondary employment would extend beyond twenty (20) hours a week except during an employee's regular days off, holiday or vacation periods.
2. Where the nature or place of employment might bring disfavor on the employee or City.
3. Where secondary employment would involve the employee's appearance in City uniform, involve use of City equipment or in any manner be considered as a conflict of interest with the employee's municipal position.
4. Where it appears that secondary employment has an adverse effect on the employee's sick leave record.
5. Where secondary employment impairs the employee's ability to discharge the duties and responsibilities of his/her City job.
6. Where an employee might be considered to be using his/her City position to influence his/her outside employment.

Employees who engage in secondary employment shall do so only with the understanding and acceptance that their primary duty, obligation and responsibility is to the City of Augusta. All City employees are subject to call at any time for emergencies, special assignment, or overtime duty, and no secondary employment may infringe on this obligation.

ARTICLE 33 - POLITICAL ACTIVITY

While working for the CITY, all employees shall refrain from seeking or accepting

nomination or election to any office in the Augusta City Government, and from using their influence publicly in any way for or against any candidate for elective office in the Augusta City Government. Employees shall not work at the polls, circulate petitions or campaign literature for elective City officials, or be in any way concerned with soliciting or receiving subscriptions, contributions, or political service from any person for any political purpose pertaining to the government of the CITY.

This rule is not to be construed to prevent City employees from becoming or continuing to be, members of any political organization, from attending organization meetings, from expressing their views on political matters, or from voting with complete freedom in any election.

ARTICLE 34 - RESPONSE TIME

Effective January 1, 1985 as a condition of employment, the City of Augusta may require new employees to reside within thirty (30) miles of the corporate limits of the City of Augusta prior to completion of the first year of employment.

ARTICLE 35 - IN-SERVICE TRAINING

The CITY agrees that training of its personnel is necessary and desirable. Training needs will be met to the highest degree possible within the constraints of time, personnel and money.

The regular monthly training session scheduled by the Police Chief will be credited at the rate of one and one-half (1 1/2) hours of compensatory time or pay, at the employee's choice, for each hour of the program.

Each employee will be allowed to attend one training course of up to three (3) days in length subject to the availability of courses and space in each class, annually. Such training shall be at a precise location and not necessarily at the Maine Criminal Justice Academy.

All other off-duty training sessions shall be compensated at time and a half (1 1/2%) the regular rate of pay; this does not include full-time training sessions in lieu of work.

ARTICLE 36 - NO STRIKE

The UNION - Fraternal Order of Police, Lodge #003, affirms that it will not engage in a strike or work slow-down, nor shall it cause, condone, encourage or instigate a strike or work slow-down, against the City of Augusta, Maine nor will it assist or participate in any strike; nor shall it impose upon its members any obligation, to assist, conduct, or participate in such strike.

ARTICLE 37 - NEW AND REHIRED EMPLOYEES

Section 1 - New Employees. All new employees hired after January 1, 1998 shall serve a probationary period to include twelve (12) months immediately following the employee's graduation from or certification by the Maine Criminal Justice Academy. New employees that are hired as Police Academy certified shall serve a twelve (12) month probationary period. All new employees have no seniority rights during this probationary period. All employees who have satisfactorily completed the probationary period shall be classified as regular police officers, and the time worked during the probationary period shall count toward their seniority time. If the employee is deemed unsatisfactory, during the probationary period, the Police Chief with the

approval of the City Manager may remove the probationary employee. Said removal shall not be subject to the grievance procedure of this contract for the first six (6) months of employment, and is not subject to the grievance procedure beyond step three (3) during the remaining months of the probationary period.

Section 2 – Any employee who wants to make an application for membership may obtain membership upon their date of hire regardless of their probationary status and immediately have weekly dues deducted.

Section 3 – Rehired Employees. Rehired Employees. Any rehired Augusta Police Officer will be required to serve a full probationary period as described in Section 1, and all prior seniority rights will be lost.

ARTICLE 38 - PROMOTIONS

Promotions shall be fair and impartial, but subject to the following:

1. In order to be eligible for promotion the police officer shall have at least three (3) years of continuous service within the Department.
2. The weight assigned the four (4) areas covered in the promotion examination are: a) Supervisor Rating- twenty (20%) percent; b) Deputy Chief's Oral Board - twenty (20%) percent; c) Seniority - twenty (20%) percent; d) Written test - forty (40%) percent.
3. The Promotional Process:
 - a. A rating form approved by the bargaining unit will be supplied to all police supervisors, other than the Chief of Police and those sitting on the Deputy Chief's Oral Board. Supervisors will rate the promotional candidates as instructed on the form. Each supervisor using the form shall seal the form in an envelope and deliver to the Deputy Chief. These envelopes will remain sealed until the final tabulation of the promotional scores. This rating is a personal opinion and is not subject to the grievance procedure.
 - b. The Deputy Chief's Oral Board will consist of three (3) persons; the Deputy Chief and two (2) Augusta Police Lieutenants selected by the Patrol Bargaining Unit. The Deputy Chief's Interview will be second in the promotional process.
 - c. Seniority will be based on continuous service in the Augusta Police Department as a Police Officer. Officers shall receive two (2) percent for each year completed up to ten (10) years. Tabulating seniority will be third in the promotional process.
 - d. The written test will be purchase from a reputable firm.
 - e. The top (3) candidates selected as a result of the above four (4) categories will be provided to the Police Chief in alphabetical order who will select among the three (3). The Chief's decision is final and not subject to the grievance procedure.
4. At the conclusion of the promotional process, the City shall provide individual notification to the Officer of the Officer's standing in the process.
5. The list is good for one (1) year from the date it is posted. In the event that additional promotional opportunities occur within that period, the Chief will select each time from the next top (3) candidates remaining on the list.

Employees who are promoted will be placed on probation for a period of six (6) months. At the end of the six (6) months, the employee shall have a written evaluation and if performance is satisfactory, the employee will be removed from probationary status. If at the end of the six (6) months, the employee's performance is unsatisfactory, the employee will be returned to his or her previous position at the appropriate rank.

ARTICLE 39 - SANITARY CONDITIONS

The employer agrees to maintain a clean, sanitary locker room area having a washroom with hot and cold running water and with lavatory facilities, and which is not accessible to the general public.

ARTICLE 40 - PERSONNEL FILES

An employee, upon request to or upon prior arrangements with the Police Chief or designee, or Human Resources, shall be permitted to review his or her personnel file. Such review shall take place during normal office hours and shall be conducted under the supervision of the appropriate record officer. An employee may review his or her personnel file at reasonable times during his or her regular work hours. An employee shall be allowed to place in such file a response of reasonable length of anything contained which the employee deems to be adverse.

Employees will be provided a copy of all disciplinary documents placed in their personnel file. Upon request to Human Resources, employees will be provided copies of any other documents in their personnel file.

ARTICLE 41 - AVAILABILITY OF AGREEMENT

The Employer shall make available electronically a copy of the current collective bargaining agreement.

ARTICLE 42 - NON-DISCRIMINATION

Section 1. The CITY and the UNION subscribe to a policy of nondiscrimination in hiring and employment consistent with federal and state law. It is the policy to ensure that all individuals have an equal opportunity for employment, without regard to sex, sexual orientation, race, color, religion, national origin, age, disability or status as a veteran.

Section 2. The CITY and the UNION agree that there will be no discrimination by the CITY or the UNION against any employee because of any employee's lawful activity and/ or support of the UNION.

ARTICLE 43 - MILITARY LEAVE

Refer to the City of Augusta Administrated Regulations section 3d3 Sub section 2, but add Employees may use, but are not required to use, accrued vacation, compensatory time and accrued sick leave while they are engaged in military service.

ARTICLE 44 - VEHICLES

All patrol cars will be equipped with AM/FM radios.

ARTICLE 45 - SEPARABILITY AND SAVING CLAUSE

If any Article or Section of this AGREEMENT or any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this AGREEMENT and of any supplements or riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE 46 - LABOR/MANAGEMENT COMMITTEE

A joint Labor Management Committee comprised of three (3) members of the UNION and three (3) officials of the CITY shall be formed. All action of this Committee shall be Advisory only. The Committee shall meet from time to time, as determined by a majority of the Committee, and shall consider matters relating to this contract and the Police Department in general.

During the term of this contract, a Labor/Management Committee shall be formed for the purpose of reviewing Article 39 with recommendations to be presented to both parties.

ARTICLE 47 - ORAL BOARDS

Oral boards for the purpose of hiring new police officers shall consist of one police officer, designated by the UNION, with the agreement of management.

ARTICLE 48 - TERM OF CONTRACT

This AGREEMENT shall be effective as of the first day of July 2019 and shall remain in full force and effect until June 30, 2022. The Contract shall be automatically renewed for succeeding one (1)-year periods unless either party shall notify the other to re-negotiate at least one hundred twenty (120) days before June 30, 2022 if wages, rights or pay or other matters requiring appropriations of money by the CITY are to be negotiated.

During the term of this agreement, there may be mutually agreed changes in the work schedule, and the promotion process.

IN WITNESS WHEREOF, said City of Augusta and said Fraternal Order of Police, Lodge #003, have each caused this instrument to be signed by its Officer hereunto duly authorized this 1st day of September 2019.

CITY OF AUGUSTA

FRATERNAL ORDER OF POLICE

CITY OF AUGUSTA



William R. Bridgeo, City Manager

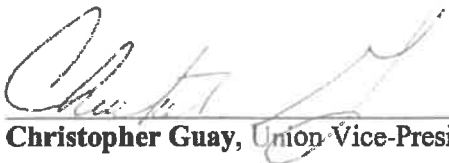


Witness

FRATERNAL ORDER OF POLICE



Michael Edes, F.O.P., Labor Specialist



Christopher Guay, Union Vice-President