

AGREEMENT

Between

CITY OF BANGOR, MAINE

AND

BANGOR POLICE COMMANDING OFFICERS

AND

MAINE ASSOCIATION OF POLICE

JULY 1, 2018

JUNE 30, 2021

TABLE OF CONTENTS

Article

	Preamble	1
1	Recognition	1
2	Discrimination Prohibited by Either Party	2
3	Seniority	3
4	Duties	3
5	Work Week	4
6	Overtime	4
7	Private Services	5
8	Court Time or DMV Hearings	5
9	Personal Effects Allowance	6
10	Clothing	6
11	Vacation	6
12	Holidays	8
13	Sick Leave	9
14	Bereavement Leave	10
15	Military Leave	10
16	Compensable Injuries	10
17	Medical Examinations	12
18	Medical Insurance	13
19	Lay Off	14
20	Probation Period	15
21	Indemnification and Legal Services	15
22	Grievance Procedures	15
23	Disciplinary Hearings	16
24	Strikes and Lockouts Prohibited	18
25	Stewards	18
26	Bulletin Boards	19
27	Retirement	19
28	Work Rules	20
29	Management Rights	20
30	Savings Clause	21
31	Lie Detector Test	21
32	Defective Equipment	21
33	Jury Duty	21
34	Leave of Absence	22
35	Wages	22
36	Response Time	25
37	Training	25
38	Term of Agreement	26
	Appendix A - Wage Scales	29 & 30

THIS AGREEMENT effective this First Day of July, 2018, THE CITY OF BANGOR, hereinafter referred to as the "THE CITY" and the Maine Association of Police, hereinafter referred to as the "UNION."

PREAMBLE

Section 1. Pursuant to the provisions of Chapter 9(a), Revised Statutes of Maine, Title 26 as enacted by the Maine Legislature in 1969 and as amended, entitled, "Municipal Public Employees Labor Relations Law", THIS AGREEMENT is made and entered into by and between the City of Bangor, Maine, and the Maine Association of Police, representing the Bangor Police Command Officers Unit.

Section 2. In order to establish mutual rights, preserve proper employee morale, to promote effective municipal operations and to promote the public health, safety and welfare of the citizens, the City of Bangor, Maine, through its City Council and the Maine Association of Police, hereinafter bind themselves in mutual agreement as follows:

ARTICLE 1.

RECOGNITION

Section 1. The City recognizes the Union as the sole and exclusive bargaining agent for all Sergeants and Lieutenants of the Bangor Police Department.

Section 2. Membership in the Local Union is not compulsory. Officers have the right to join, not join, maintain, or drop their membership in the Local Union, as they see fit. Neither party shall exert any pressure on, or discriminate against, any officer as regards such matters. Those employees who choose not to join the Union shall be subject to one of the following options:

I. Sign a written payroll authorization deduction in the amount of 80% of the present cost of Union dues.

or

II. Be subject to no payroll deduction but if the services of the Union Representative or Union Attorney are solicited, the cost will be determined by the Union and declared to the employee prior to representation. The Union's cost of the arbitrator, or proceedings, if any will be borne by the employee.

Section 3. The City agrees to deduct from the pay of all officers covered by this Agreement the dues or agency fees of the Local Union and agrees to remit to the Local Union all such deductions prior to the 18th of the month following the month for which such deductions are made.

Signed authorizations from the officers shall be furnished to the City by the Union. Dues may be canceled by any employee upon written notice to the Office of Human Resources and Local #340 within thirty (30) days of the expiration of this Agreement.

Section 4. 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.

Section 5. For employees hired 7/1/90 and thereafter, membership in the Union is not compulsory, however, the Union has the obligation to represent all non probationary employees within the Bargaining Unit. Those employees shall have the choice of one of the two following options.

Section 5a. The first being to join as full members of the Union and be entitled, by that status, to participate in all Union functions, activities, and receive all benefits awarded by such membership.

Section 5b. The second being not to join as full members of the Union, but to have an amount equal to eighty (80%) percent of the prevailing dues, as an agency fee, deducted from their wages by the employer and forwarded to the Local Union in the same manner as are regular dues for full members. Such agency fee is for services rendered by the Union on the employee's behalf, such as, but not limited to, negotiating wages, benefits and conditions of employment, resolution of disputes arising from the bargaining agreement and protection of job security. If an employee initiates a proceeding seeking relief from, or exemption to, such agency fee, the Local Union shall continue to receive payments under this provision, however, the monies in question shall be held in escrow pending resolution. Such action for relief shall not be by method of the grievance procedure within this Agreement but by legal action solely the responsibility of that individual employee. It is understood that the implementation of such agency fee is not contrary to existing State or Federal Statute nor is it the intention of the parties, signatory to this Agreement, to violate any employees' legal rights. The Union agrees that an audit, having been completed, justifies the amount, based on a percentage, contained herein to be established as the applicable Agency Fee. Further, the Union agrees that at no time shall such fees, or any part thereof, be directed towards funds utilized in the internal political process of the Local Union or its' affiliates. The Union agrees to indemnify and hold the employer harmless against any and all claims, suits or orders or judgements brought or issued against the employer, as a result of any action taken, relating to the provisions of this Article.

ARTICLE 2.

DISCRIMINATION PROHIBITED BY EITHER PARTY

Section 1. The City and the Union agree not to discriminate against any individual with respect to his hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, or age according to applicable laws and national origin, nor will they limit, segregate or classify individuals in any way to deprive any individual of employment opportunities because of his race, color, religion, sex, national origin, or age. The City shall follow the provisions of the Americans with Disabilities Act of 1990.

Section 2. The City agrees not to interfere with the rights of officers to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the City or by any City representative against any officer because of Union membership or because of any officer's activity in any official capacity on behalf of the Union consistent with this contract.

Section 3. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.

ARTICLE 3.

SENIORITY

Section 1. Seniority shall be determined by the length of full-time service from the Commanding officer's last date of promotion into the bargaining unit. A seniority list shall be established by the City listing all Commanding Officers covered by this Agreement, with the employee with the greatest seniority in grade listed first. The seniority list shall be brought up to date on January 1st 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 of the Police Department within ten (10) days from the date posted or it shall stand as accepted.

Section 2. Seniority shall be the sole factor in all matters affecting reduction in work force and recall. It shall be a factor in consideration of matters affecting transfers, work shifts and vacations.

Section 3. Promotions within the Unit shall be determined by seniority within the Unit as applied when all other qualifications are similar. Qualifications to be determined by management.

Section 4. Whenever there is an opportunity for a Commanding Officer to attend any school sponsored by the Police Department, notice of such school shall be posted at the earliest possible date providing the Department has received timely notice of the school by the provider.

ARTICLE 4.

DUTIES

Section 1. The duties of the Commanding Officers shall be those duties that come under the jurisdiction of the Chief of Police including the enforcement of City Ordinances, light or alternate duty, state and federal statutes, the patrolling of the City streets for crime prevention and traffic control and the preservation of life and property.

Section 2. Commanding Officers shall not, as a part of a tour of duty, perform services for any private interest, except as directed by the Officer in charge and in keeping with departmental rules and regulations.

Section 3. In the event a Commanding Officer is assigned to the M.D.E.A. unit, his/her position shall be maintained with the City and seniority shall be protected until the employee returns. Any and all privileges related to seniority shall be entitled as though no lapse in seniority had occurred.

Section 4. All duties performed by bargaining unit employees shall continue to be assigned to Commanding Officers.

ARTICLE 5.

WORKWEEK

The workweek shall consist of forty (40) hours of work. Scheduled workdays will consist of either four (4) ten (10) hour days or five (5) eight (8) hour days. Patrol shifts shall be posted and bid annually by seniority.

ARTICLE 6.

OVERTIME

Section 1. All Commanding Officers covered by this Agreement shall receive one and one half (1 1/2) times their regular hourly rate for all hours worked in excess of the regular scheduled work day, or in excess of forty (40) hours in a payroll week.

Section 2. For the purpose of this Article, "hours worked" shall include those hours spent by the Commanding Officers on regular duty, funeral leave, jury duty, sick leave (until July 1, 2020 at which time sick leave will be removed from the overtime calculation as defined below**) annual leave days and eight (8) or ten (10) hours of holiday pay, whichever is applicable (Article 12, Section 2) if the Commanding Officer works the holiday.

** Effective July 1, 2020, For the purposes of sick leave applying as hours worked for overtime calculation: If an employee is mandated to work an additional shift or shifts during a pay period when they call out sick, the sick time hours will be included for the purpose of calculating hours worked for overtime purposes. However, if the additional shift or shifts in the same pay period were voluntarily picked up, the sick time hours will not be included for the purpose of calculating hours worked for overtime purposes.

Section 3. Hours paid for, workers' compensation, off duty court time, jury duty, private service duty and holiday pay, if the Commanding Officer does not work on the holiday, shall not be added to the hours worked in a payroll week to produce overtime.

Section 4. All overtime must be approved by the Chief of Police.

Section 5. Compensatory Time - Effective July 1, 2011, At option of member, the employee may earn compensatory time at his/her overtime rate in lieu of overtime, capped at 40 hours. Compensatory Time use is at the discretion of the Chief, or his/her designee. Compensatory Time may be used as long as it does not create overtime, although may be used by taking a GAL. Compensatory Time cannot be used in the same week that it is earned.

When used, compensatory time shall be considered hours worked and shall be paid at straight time.

ARTICLE 7.

PRIVATE SERVICES

Section 1. Commanding Officers who work on any outside private service, including but not limited to, dances, games, conventions and private functions shall be two hundred and twelve dollars (\$212.00) for up to four (4) hours for each tour of duty. Hours in excess of four (4) hours in any one private extra shall be paid fifty three dollars (\$53.00) hourly effective upon contract ratification.

Section 2. Private service assignments performed on the holidays specified in this section shall be paid for at double the rates specified in Article 7, Section 1.

- 1) New Year's Day
- 2) Fourth of July
- 3) Memorial Day
- 4) Labor Day
- 5) Thanksgiving Day
- 6) Day After Thanksgiving
- 7) Christmas Day

Section 3. The eight (8) hour period immediately preceding or immediately following New Year's Day, Thanksgiving Day, Christmas Day, Fourth of July, Memorial Day and Labor Day shall be considered holidays for the purpose of pay computation under this Section. Duty time started within the said eight (8) hours will be paid at the premium rate for entire private duty.

ARTICLE 8.

COURT TIME and DMV Hearings

Section 1. Any Commanding Officer covered by this Agreement who is required to attend Court or D.M.V. hearings outside of his/her regular work shift shall receive a minimum of **four (4) hours** of pay for Court time and four (4) hours for D.M.V. hearings such attendance. This article and associated hours paid only applies to cases related to Bangor Police Department official business. No Court time shall be allowed to any such Commanding Officer who has been notified that his/her presence is not needed prior to the end of his/her shift on the day preceding a scheduled court attendance. If he/she is required to stay in attendance at such Court for more than three (3) hours, in any one day, he/she shall be paid for the actual hours spent that day. Provided, however, that any and all fees, compensation or allowances, to which any Commanding Officer is or would be entitled to for such Court time, as provided for by statute or Court Order, shall be turned over and paid to the City, and not retained by the Officer.

Section 2. Commanding Officers shall be paid at the rate of time and one half per hour for off duty Court time and D.M.V. hearings.

ARTICLE 9.

PERSONAL EFFECTS ALLOWANCE

Section 1. The budget of the Police Department each year shall have an account to be known as the Personal Effects Account. Each member of the Bargaining Unit shall be reimbursed for the replacement cost of personal effects that shall be damaged, destroyed, or lost in the

performance of duty, providing such damages, destruction, or loss and satisfactory evidence thereof is reported within seventy two (72) hours of actual knowledge thereof. This Article does not apply to unnecessary expensive items.

Section 2. The City will provide a monthly stipend of \$15 to each member of the bargaining unit for the use of their personal cell phone. All employees receiving the stipend will have and utilize their cell whenever on duty to include regular duty, overtime duty, and private duty assignments. The cell phone will not be used for evidentiary purposes. Officers assigned to a specialty unit or have specialized training requiring after hours or off duty response will use their cell phone as primary contact for call-in purposes. Positions or assignments with department provided cell phones may continue to use that phone, without receiving a stipend or may receive the stipend and use a personal cell phone. The Police Department will determine which position or assignment will receive department issued cell phones. Stipend will be payable during the 4th week of each month.

Article 10.

CLOTHING

Section 1. The City agrees that all Commanding Officers covered by this Agreement shall be provided, at no cost to the Commanding Officer, all uniforms, and other equipment, which it deems necessary for the regular performance of the Commanding Officer's duties. Cleaning of uniforms shall be paid for by the City when a Commanding Officer is exposed to unusual circumstances, which cause him to incur more than normal cleaning expenses.

Section 2. "Plain Clothes" Commanding Officers shall receive from the City an allowance of Eight Hundred (\$800.00) dollars per year to purchase and maintain their clothing used in the line of duty.

Section 3. Commanding Officers will receive from the City an allowance of four hundred and fifty (\$450.00) dollars a year for footwear and uniform maintenance used in the line of duty. This allowance will be paid the second pay period in January.

Article 11.

Vacation

Section 1. Officers who have been on the City's payroll for one or more consecutive years shall be entitled to two (2) weeks vacation with pay each year. Officers with six (6) years of continuous service shall begin to accumulate three (3) weeks vacation. Commanding Officers with eleven (11) years of continuous service shall begin to accumulate three and one half (3.5) weeks of vacation. Officers with fifteen (15) years of continuous service shall begin to accumulate four (4) weeks of vacation.

Section 2. Commanding Officers who have completed seventeen (17) years of continuous service shall begin to accrue five (5) weeks of vacation.

Section 3. One week of vacation pay shall be the Commanding Officer's regular weekly salary as shown in Article 35.

Section 4. The vacation schedule shall be posted on December 1st of each year and remain posted for thirty (30) days to allow the Commanding Officers to make their vacation selection by seniority within grade assignment. The selection shall be made in two steps.

STEP 1: All Commanding Officers shall make a selection of not more than two weeks.

STEP 2: After Step 1 is completed, those Commanding Officers who have additional vacation weeks to their credit shall select their vacation periods from the weeks remaining open on the schedule.

STEP 3: Vacation leave must be taken in weekly increments with the exception of four (4) or five (5) days whichever is applicable.

Section 5. Single vacation days shall be granted upon request if the necessary personnel are available at the time of request, limited to four (4) or five (5) days per year, whichever is applicable, with the approval of the Chief or Deputy Chief.

Section 6. A Commanding Officer who retires or resigns or is discharged for cause prior to taking his vacation shall be entitled to accumulated earned vacation pay in ratio to his length of service.

Section 7. No Commanding Officer covered by this Agreement may accumulate more than two hundred forty (240) hours of vacation.

Section 8. At no time will Commanding Officers be forced to take a vacation day.

Section 9. With the permission of the Chief or his designee, Commanding Officers will be allowed to take eight (8) Guaranteed Annual Leave Days (GALD) per contract year. GALD's will be granted on a first come first serve basis, limited to two (2) officers per shift, per day. GALD's will not be granted on paid holidays as indicated in Article 12, Section 1.

Section 10. Upon accumulating two hundred and forty (240) hours of annual leave time, employees may cash in up to forty (40) hours of annual leave or upon accumulating 40 hours of compensatory time, employees may cash in up to forty hours of compensatory time once per contract year.

ARTICLE 12.

HOLIDAYS

Section 1. The following holidays shall be paid holidays for all Commanding Officers:

- | | |
|---------------------|----------------------------------|
| 1) New Year's Day | 5) Thanks Giving Day |
| 2) Memorial Day | 6) Friday Following Thanksgiving |
| 3) Independence Day | Christmas Day |
| 4) Labor Day | |

For the purpose of this section these holidays will be recognized from 1600 hours of the day before the holiday until 1600 hours the day of the holiday.

** Independence Day Holiday begins at 1600 hours for "D" crew.

Section 2. Holiday pay shall be eight (8) hours or ten (10) hours, whichever is applicable, at the Commanding Officer's current hourly rate in accordance with Article 35. The majority of hours of any shift must have been worked on the holiday to qualify for a worked holiday. If an employee works on a holiday, in addition to holiday pay, the employee will receive one and one half his hourly pay for all hours worked.

Section 3. In lieu of Martin Luther King Jr. Day, Washington's

Birthday, Patriot's Day, Columbus Day, and Veterans Day, Commanding Officer shall be entitled to a vacation of seventy five (75) hours in addition to their regular vacation.

Section 4. An employee in the Detective Division or the Services Division may choose to work, be assigned to work or take the holiday off. Prior to the holiday the Chief or his/her designee must approve the following:

- 1) Take annual leave with the approval of the Chief or his designee, employee will receive his/her regular pay and holiday pay.
- 2) Take the day off with the approval of the Chief or his designee, employee will not be charged a vacation day and will be paid holiday pay only.
- 3) Work and receive one and one-half his/her hourly pay for all hours worked, and receive holiday pay.

Section 5. Employees shall be paid two (2) times their straight hourly rate for working overtime actually worked on a paid holiday.

ARTICLE 13.

SICK LEAVE

Section 1. Sick leave shall be accrued at the rate of one hundred thirty (130) hours per year, accumulative one thousand forty (1040) hours for use during an allowable event. The requirements of Section 8 of this article continue to apply.

Section 2. Sick leave shall be charged at the rate of not more than forty (40) hours sick leave for each week of leave.

Section 3. The Chief of Police may, after forty (40) consecutive hours of sick time or in case of suspected abuse of sick time, require as a condition precedent to the payment of sick leave a certificate of a qualified physician certifying as to the conditions of the Commanding Officer or member of his family. The certificate will be furnished by the City and must be presented within forty eight (48) hours after the Officer returns to work.

Section 4. The City will not be responsible for the medical expense unless the Commanding Officer is directed to be examined by a physician named by the City.

Section 5. Any Commanding Officer who willfully violates or misuses this sick leave policy or who misrepresents any statement or condition under the sick leave policy may be subject to disciplinary action.

Section 6. Sick leave may be used for attendance upon members of the family limited to the spouse, children, step-children, mother and father of the Commanding Officer and limited to ninety six (96) hours per calendar year. This provision is intended to cover only those emergency situations where the nature of the illness or family conditions are such that the Commanding Officer himself be available to care for his family, limited to one (1) day per incident unless approved by the Chief or designee and not be unreasonably denied.

Section 7. Commanding Officers must notify the Chief of Police, his Assistant, or the CO in charge of the shift, as early as possible, but in any case no less than one (1) hour prior to starting time, one half (V2) hour before beginning of the day shift, in order to draw sick leave benefits, unless a shorter time is approved by the Chief.

Section 8. During the term of this Agreement, when a Commanding Officer retires from active service with the City, whether that Commanding Officer is in M.S.R.S. or the ICMA-RC 401a plan and is immediately eligible for retirement benefits pursuant to the Maine State Retirement System or ICMA-RC 401a retirement Plan as it applies to the City, the Commanding Officer shall receive an amount equal to his salary at the time of his retirement for one third (1/3) of the number of hours of accumulated unused sick leave to a maximum of three hundred and twenty (320) hours. For determining sick leave payout eligibility, Officers in the ICMA 401a retirement plan, retirement is defined as separating in good standing after twenty (20) years of continuous service.

Section 9. Upon the death of a Commanding Officer covered by this Agreement all accrued sick leave will be paid to his estate.

Section 10. Sick leave will not be paid when a Commanding Officer is capable of and found other work in the Department.

Section 11. Commanding Officers completing six (6) consecutive months of employment (January 1 to June 30 or July 1 to December 31) without using any sick leave under any provisions of Article 13 will be granted one (1) sick leave bonus day. Sick leave bonus days may accumulate to three (3) days and shall not be charged against the employee as sick leave.

ARTICLE 14.

BEREAVEMENT LEAVE

Section 1. In the event of the death of the Commanding Officer's spouse or child, the Commanding Officer shall be entitled to five (5) days bereavement leave. In the event of the death of the Commanding Officer's mother, father, brother, sister, mother-in-law or father-in-law, grandmother, grandfather or grandchild, stepmother, stepfather or stepchildren, the Commanding Officer shall be entitled to up to three (3) days leave for the purpose of attendance at the funeral and assisting in the necessary family arrangements. Such leave shall be with pay and without any deduction from sick leave.

Section 2. An amount of time determined by the Chief, but in no case to exceed one (1) day will be allowed for attendance at funerals of the following relatives of the Commanding Officer not provided for under Section 1 above; aunt, uncle, niece, nephew, brother-in-law, sister-in-law, or any other relative not named in this Section, when such other relative is living in the same household as the Officer. Said time off shall be with pay and without deduction from sick leave.

Article 15.

Military Leave

Military leave shall be granted to members of the Department for annual military training. Personnel on annual military training shall be paid the difference between their military pay and what their City pay would have been. Military pay shall include the individual's pay; plus subsistence and quarters. The individual shall submit itemized listings of the above which shall be signed by his Commanding Officer or

Human Resources Manager. Military pay shall be limited to two (2) work weeks per calendar year.

ARTICLE 16.

COMPENSABLE INJURIES

Section 1. When an employee receives an injury or illness on his regular job and is unable to perform his regular assigned job, he may be assigned, if available, other work normally carried on by the Police Department, which may be characterized as light duty Officer assignments.

Section 2. The Department will structure light duty assignments based upon the report of the attending physician. The physician will be the sole authority in determining what work an injured Commanding Officer will be allowed to perform. An employee will not be removed from a light duty assignment and assigned his regular job until the physician certifies that the employee is able to return to work. Every three (3) months the Commanding Officer will report his status to the Chief or his designee. The status report will be a new attending physician's statement.

Section 3. Any disagreements in regards to the physician's statement shall be resolved by Article 17, Medical Examinations.

Section 4. No light duty assignment will result in a permanent displacement of another bargaining unit member. Light duty assignment will not affect the pay or benefit status of the employee. Light duty assignment will not be assigned to Commanding Officers for the purpose of demeaning, discriminating, or punishing the Officer for his injury.

Section 5. Employees recuperating from injury or illness shall be allowed to return to work on a limited duty schedule provided that the employee is able to perform the duties of the available job.

Section 6. When a Commanding Officer in the course of his/her employment is involved in an incident of severe trauma, he/she shall receive a psychological examination upon the request of the Commanding Officer by a psychologist or psychiatrist of the Officer's choice. Cost of the examination shall be borne by the City. If after the psychological examination counseling is recommended, then the Commanding Officer shall receive counseling at the cost of the City. If applicable, the light duty assignment shall apply.

Section 7. If the physician's statement renders an employee incapacitated so that he/she will never be able to return to work as a Police Officer, the employee will immediately apply for Disability Retirement.

Section 8. Any time loss because of injuries received in the line of duty and covered by workers' compensation shall not be charged to sick leave.

Section 9. Any Commanding Officer will return to work or lose his City paycheck upon written permission from the doctor that he is capable of performing his/her regular duties or other work within the Department.

Section 10. Sick and vacation benefits will accrue for a period of only twelve (12) consecutive months while on workers' compensation unless a longer period is approved by the City Manager.

Section 11. Employees who are injured on the job and who are eligible to receive Workers' Compensation benefits shall receive Workers' Compensation benefits in accordance with Maine State Law.

Section 12. After three (3) years from the date of initial injury, the employee shall be examined by a physician mutually acceptable to the City and to the employee for the purpose of determining if the employee will regain the ability to perform the normal duties of the position for which he was hired. If the physician determines that the employee will not be able to return to his normal duties, then the employee shall apply for disability retirement or shall retire, if eligible to receive a retirement pension, whichever shall first occur. This section shall apply to any injury which occurs after July 1, 1994.

Section 13. In the event a Lieutenant or Sergeant is injured while on duty and during the performance of his/her duty as the result of an assault, during the course of the apprehension of a person, or while responding to or engaged in a situation where life may be at risk, and as a result of that injury the officer is disabled and qualifies for disability retirement under the Maine State Retirement system or ICMA-401a, the City will continue to maintain the same cost sharing ratio with the employee that was in effect at the time of the injury. The health insurance benefit shall continue as long as the officer is unable to work full-time for any employer.

In the event that the Commanding Officer becomes employed on a

part-time basis the City will only be obligated to pay for 50% of the City's share of the health insurance premium. The Commanding Officer must notify the City if there is any change in his/her employment status.

The City will have the right at any time to request an independent evaluation of the Commanding Officer's disability status. Said evaluation shall be at the City's expense.

ARTICLE 17.

MEDICAL EXAMINATIONS

Section 1. The City may require that the Commanding Officers covered by this Agreement have a medical examination. Such examination shall be scheduled at regular intervals for all Commanding Officers and shall not exceed one (1) medical examination per year, unless the Commanding Officer has suffered injury or illness which might affect his ability to perform his/her work.

Section 2. The City shall have the right to select its own medical examiner or physician and shall be responsible for making the appointments with the medical examiner.

Section 3. If the medical examiner or physician selected by the City renders an opinion that the Commanding Officer is physically disqualified to perform the work of a Commanding Officer, the Commanding Officer may be reexamined by a physician of his choice.

Section 4. In the event of disagreement between the doctor selected by the City and the doctor selected by the Commanding Officer, the City and the Union shall together select a third doctor to reexamine the Commanding Officer. The third doctor's opinion shall be final.

Section 5. The cost of all examinations, except for the cost of the examination performed by the employee selected medical examiner, shall be paid for by the City.

Section 6. If possible, medical examinations shall be scheduled during the Commanding Officer's working hours. If such examinations are scheduled outside of the Commanding Officer's scheduled working hours, the Commanding Officer shall receive two (2) hours pay at his/her regular hourly rate at time and one half (1 1/2) for each examination required by the City.

Section 7. A Commanding Officer may be required by the Chief of Police to undergo a psychological examination when deemed necessary and with just cause. The Commanding Officer will select a psychologist or psychiatrist from a list of three (3) submitted by the City. The cost will be paid by the City.

ARTICLE 18.

MEDICAL INSURANCE

Section 1. Effective January 1, 2015, the basic health insurance plan shall be the Cigna Open Access Plan (OAP 90% Plan) with the City and employee paying the following Amounts:

01/01/2018 Health Insurance Rates

<u>Lower Option Plan</u>	<u>Employee</u>	<u>Employer</u>	<u>Total</u>
<u>Family, 2 Person</u>	<u>102.30</u>	<u>306.89</u>	<u>409.19</u>
<u>Single Parent</u>	<u>60.19</u>	<u>207.31</u>	<u>267.57</u>
<u>Single</u>	<u>31.46</u>	<u>125.84</u>	<u>157.30</u>
<u>Open Access Plus 80%</u>			
<u>Family, 2 person</u>	<u>212.95</u>	<u>382.36</u>	<u>595.31</u>
<u>Single Parent</u>	<u>130.89</u>	<u>258.25</u>	<u>389.14</u>
<u>Single</u>	<u>72.07</u>	<u>156.71</u>	<u>228.78</u>
<u>Open Access Plus 90%</u>			
<u>Family. 2 person</u>	<u>127.45</u>	<u>382.36</u>	<u>509.81</u>
<u>Single Parent</u>	<u>74.98</u>	<u>258.25</u>	<u>333.23</u>
<u>Single</u>	<u>39.18</u>	<u>156.71</u>	<u>195.89</u>

These rates shall remain in effect for calendar year January 1, 2018 through December 31, 2018.

Section 2. Contribution rates for the OAP-Low Option and the OAP 90% health insurance plans effective January 1, 2018 shall be established by the following formula. For employees electing the 80% plan the city will contribute the same dollar amount by coverage type contributed to the 90% plan and the employee shall pay the difference.

<u>Open Access Plus 90% Plan</u>	<u>Employer %</u>	<u>Employee%</u>	<u>Total</u>
<u>Family, 2 Person</u>	<u>75</u>	<u>25</u>	<u>100</u>

Single Parent	77.5	22.5	100
Single	80	20	100

Section 3. The City's contribution to health insurance effective January 1, 2019 and thereafter will be limited to one half (1/2) of the increased cost of the Open Access Plus 90% Plan unless negotiated otherwise.

Section 4. Any employee whose spouse receives either single parent or family coverage as an employee of any Bangor City Department, including the School Department, is not eligible for dual Health Insurance coverage.

Section 5. The City reserves the right to change insurance companies and insurance plans or self-insure as long as one of the health insurance plans is similar in coverage to the current Cigna OAP 90% Plan.

The City reserves the right to offer additional health insurance plans provided by the health insurance provider at that time to the employees.

A Citywide Health Insurance Review Committee will be put in place to review the options and recommend an appropriate provider and plan(s). The Citywide Health Insurance Review Committee will include one local Command member.

Section 6. The Union and the City agree to re-open the Health Insurance Article during the term of this Agreement upon either party receiving a ten {10} day notice to bargain the Article. The parties agree that any negotiated changes to the Article will be mutually agreed upon. In the event the parties cannot agree upon changes, the contract will remain unchanged and will remain in force as written.

ARTICLE 19.

LAY OFF

In the event of a reduction of personnel in the bargaining unit, permanent Commanding Officers shall be demoted in inverse order of length of service in their classification. The demoted Officers with the greatest length of service shall be reinstated first.

ARTICLE 20.

PROBATION PERIOD

Section 1. All promotions shall be made for a probationary period of one (1) year and all appointees retained in service after completion of such probation shall be deemed permanent Commanding Officers.

Probationary Commanding Officers shall be subject to the provisions of

this agreement; however, the City shall have the right to return to the last permanent grade without compliance with the terms of this Agreement.

Section 2. After six (6) months in grade, an employee shall be given a written evaluation which clearly indicates areas needing improvement and documents specific instances which have contributed to the need for such improvements.

ARTICLE 21.

INDEMNIFICATION AND LEGAL SERVICES

Refer to City Ordinance Chapter 1, Article 7, Section 1 thru 1.4.

ARTICLE 22.

GRIEVANCE PROCEDURE

Section 1. A grievance, for the purposes of this Article, shall be defined as any controversy, complaint, misunderstanding or dispute as to the meaning or application of the specific terms of this collective bargaining agreement arising between a Commanding Officer or Commanding Officers and the City, or between the Union and the City.

Section 2. Every reasonable effort shall be made by the parties involved to arrive at a fair and equitable resolution of every grievance without resorting to the grievance procedure hereinafter set forth. If this is found to be impossible, the matter may be submitted to the grievance procedure in accordance with the terms of this Article.

Section 3. If the grievance has not been adjusted informally as above suggested, it may be submitted to the following procedures:

A. The steward, with or without the Commanding Officer, shall take up the grievance in dispute in writing with the Chief of Police within ten (10) days after the date of the grievance or of the Officer's knowledge of its appearance. The Chief of Police shall attempt to adjust the matter and shall render his decision to the steward in writing within ten (10) calendar days.

B. If said grievance has not been settled, it shall be presented in writing to the City Manager and/or the Office of Human Resources within twenty (20) calendar days after the Chief of Police's decision is rendered. The City Manager and/or the City Manager's designee shall

render the decision to the Steward and the Union business agent in writing within the twenty (20) calendar days after presentment to him. The Manager and/or his designee shall meet with the Union business agent in an effort to resolve the grievance.

C. If the grievance is still unsettled either party to this Agreement may within ten (10) calendar days, after the City Manager's or designee's decision is due or rendered, by written notice to each other, submit said grievance to the Maine Board of Arbitration in accordance with Section 970 of the Maine Public Employees Labor Relation Law.

(a) The decision of the arbitrator shall be binding as to the grievance submitted.

(b) The general expense of the arbitrator shall be shared equally by the Union and the City.

(c) Grievances initiated by the City shall be processed in the same manner but may be started by Step B.

(d) The Arbitrator or Arbitrators shall have no authority to add to, subtract from or modify the collective bargaining agreement.

Section 4. Time limits specified may be extended by mutual agreement confirmed in writing.

Article 23.

DISCIPLINARY HEARINGS

Section 1. Any disciplinary action by the Chief of Police, or the Deputy Chief, against any member of the Bangor Police Department covered by this Agreement shall occur within twenty (20) working days of the Chief's first knowledge of the incident including any violation of department rules, inefficiency, incompetence, misconduct, negligence, insubordination, disloyalty, or other misconduct. In cases where the nature of the alleged violation warrants immediate emergency suspension, the Commanding Officer will not be suspended for more than one (1) day by his/her superior. The Commanding Officer may be suspended with the understanding that if he/she is later found innocent of the allegations he/she will be paid for all time during which he/she was suspended.

The Commanding Officer must make him/herself available for all disciplinary hearings during the twenty (20) working days period. Requests for extension by either party must be in writing and extensions will not be arbitrarily or capriciously denied. Extensions agreed to will be reduced to writing. The twenty (20) day limitation does not apply to allegations of criminal misconduct or any citizen complaint or to any matter on which a citizen has material knowledge which must be investigated. These will be governed under the time limitations of Section 5.

Section 2. The member so charged shall have the right to be accompanied by legal counsel at the hearing as well as by a full-time representative of the Local Union and Steward. The Commanding Officer so charged shall have the right to confer with his/her counsel at any time during the hearing and shall have the right to have his/her counsel speak on his/her behalf.

Section 3. Any Commanding Officer who feels he/she had been aggrieved disciplinary action may appeal to the grievance procedure contained in this Agreement.

Section 4. Any disciplinary action resulting in loss of time and/or money shall be administered only by the Chief of Police or Deputy Chief. Any written reprimand which is to become part of the permanent service record of the employee will be issued only by the Chief of Police or Deputy Chief.

Section 5. An investigation of any member or employee suspected of violation of departmental rules and regulations or other misconduct shall be conducted without unreasonable delay and with maximum confidentiality. The Chief or Deputy Chief shall inform the employee in writing that an official investigation is being conducted and indicate the nature of the allegation which is the cause of the investigation. The complainant shall be identified if anonymity is not required by circumstances. If the person being interviewed is a witness only, that fact shall be stated to him. Interviews of an employee suspected of violation of rules or of misconduct shall be limited to questions directly related to the allegation. An employee under arrest or the subject of a criminal investigation shall be afforded all rights granted under such circumstances to any other person. Within twenty (20) working days of the completion of the investigation, the employee shall be notified of the outcome of the investigation. The Commanding Officer shall receive copy of the final disposition of the case in writing upon request to the investigator.

Section 6. A citizen's noncriminal complaint against a member or employee shall be directed to the Chief or Deputy Chief. If it is not resolved at this level, it shall be referred to the Chief of Police. A criminal complaint shall be referred to the Chief of Police. Whenever possible, citizen complaints, whether they allege criminal or noncriminal behavior, will be in writing and sworn to. If the citizen will not or cannot provide a sworn written statement, the Chief will consider that fact in evaluating the complaint. Any investigation into a criminal matter shall be governed by the applicable Maine State Statutes. A juvenile making an allegation against a Commanding Officer must be accompanied by his/her parent or legal guardian when making the formal complaint. A copy of the investigator's report of a noncriminal allegation shall be given to the Commanding Officer alleged to be involved.

In order to provide an objective, unbiased, fair investigation, and to conform to the past practice and custom, the Chief or Deputy Chief reserves the right to assign specialists who have advanced law enforcement technical specialties, who will aid in the investigations but shall only report their findings to the Chief, provided that no member of the administration has the same current law enforcement technical specialty.

Section 7. Working days means Monday through Friday which are not legal holidays.

ARTICLE 24.

STRIKES AND LOCKOUTS PROHIBITED

Section 1. For the duration of this Agreement, the Union shall not engage in a work stoppage, a slowdown, or a strike.

Section 2. In consideration of no strike pledge by the Union, the City shall not lockout employees for the duration of this Agreement.

ARTICLE 25.

STEWARDS

Section 1. The City recognizes the right of the Union to designate a Steward and an alternate who must be members of this

bargaining unit. The Steward and alternate Stewards of the Union shall be allowed time off with pay for official Union business with representatives of management upon appointment, if there is sufficient manpower available to cause no interference with departmental operations. Stewards of the Union shall be allowed time off with pay during their regular work or shift hours to investigate grievances or to attend grievance hearings if approved by the Chief or Designee. The Chief Steward or alternate shall be allowed up to eight (8) days off a year with pay to attend Union Training School if approved by the Chief.

Section 2. No time off or leave of absence shall be permitted under this Article unless the Chief or his Designee determines there is sufficient manpower available for normal departmental operations without creating overtime. The eight (8) training hours referred to in Section 1 of this article may be granted if approved by the Chief, even if they create overtime.

Section 3. It is understood and agreed that all Commanding Officers have productive work to perform and will not leave their jobs during working hours to attend Union matters, except as provided above.

ARTICLE 26.

BULLETIN BOARDS

The City shall permit the reasonable use of bulletin boards by the Union for the posting of notices relating to Union business.

ARTICLE 27.

RETIREMENT

Section 1. The City shall continue to provide a retirement benefit pursuant to 5 MSRA, §18453 (2) of one half (1h) average final compensation after twenty (20) years of service for employees hired on or before December 31, 1979.

Section 2. Employees hired on or after January 1, 1980, shall be provided a retirement benefit pursuant to 5 MRSA, §18453 (2) of one half (1/2) average final compensation after twenty five (25) years of service.

Section 3. The City shall continue to provide retirement benefits through the Maine State Retirement System in accordance with Sections 1 and 2 above for all members of the bargaining unit who are regularly scheduled for more than twenty (20) hours per week until such time as an "alternate defined contribution plan" so called shall be made available. At the time such alternate plan is in place and available, employees covered by this Agreement, who are participating in the Maine State Retirement System, shall be provided the option to either continue to participate in the Maine State Retirement System or electing to participate in the alternate plan, subject to statutory requirements governing the Maine State Retirement System and/or the rules governing Maine State Retirement. Any employee hired after the inception date of the alternate plan shall be required to participate in said alternate plan with the following terms and conditions:

- (a) Contribution Levels: The City shall contribute ten (10) percent of the employee's gross earnings and the employee shall contribute six and one half (6.5) percent of his/her gross earnings. Effective 7-1-16, employees will contribute seven and one-half percent (7.5%) of their gross earnings; effective 7-1-17, employees will contribute eight percent (8.0) of their gross earnings.
- (b) Vesting Period: Employees will be considered vested in the Plan after the successful completion of one (1) year of service with the City.
- (c) Disability Coverage: The City shall provide a long-term disability plan that provides for comparable benefits as currently available under the existing MSRS disability plan.

Section 4. Effective January 1, 1983, and pursuant to 5 MRSA, §18453 (11), Commanding Officers may earn an additional retirement benefit of 2% of average final compensation for each year of service after completion of the service conditions for retirement.

Section 5. Effective January 1, 1983, the City will adopt Military Service Credits under 5 MRSA, §18360 (2) ABCF (1)(2) H. Military Service Credits under this section shall only apply to additional retirement benefits and shall account for the fact that MSRS currently allows for Military credits towards age and service requirements under the City's MSRS plan.

Section 6. Effective July 1, 2018, eligible Officers will have the

option of enrolling in the Maine Public Employee Retirement (MPERS) Defined Benefit Special Plan 2C or the ICMA-RC Defined Contribution 401a Pension Plan (per the requirements of each plan as defined by state and federal regulations). The ICMA contribution will be the same as required by MPERS Special Plan 2C for both the employee and employer, not to exceed a maximum of 15% employer contribution or a minimum of a 10% employer contribution.

Article 28.

WORK RULES

Section 1. When existing work rules are changed or new rules are proposed, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive days before becoming effective. Objections to any proposed work rules shall be made in writing to the department head who shall have the responsibility for reviewing such objections and making final determination. Appeals from this decision can be made in accordance with normal grievance procedures.

Section 2. (INFORMING COMMANDING OFFICERS) The City further agrees to furnish each Commanding Officer subject to this contract with a copy of all new work rules thirty (30) days after they become effective.

Section 3. (ENFORCING) Commanding Officers shall comply with all existing rules that are not in conflict with the terms of this Agreement.

Section 4. An unresolved complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

Article 29.

MANAGEMENT RIGHTS

Except as explicitly limited by specific provisions of this Agreement, the City shall continue to have the exclusive right to take any action it deems appropriate in the operation of the Police Department and direction of the work force in accordance with its judgement. Such rights shall include, but shall not be limited to, the operation of the police force, direction of the working forces, the right to hire, to discipline, to suspend or to discharge for just cause, to change assignments, to promote, to reduce or expand the working forces, to

transfer, to maintain discipline, to establish work schedules, and to introduce new or improved methods or facilities.

ARTICLE 30.

SAVINGS CLAUSE

If any provisions of this Agreement shall be contrary to any law, such invalidity shall not affect the validity of the remaining provisions. Any Provisions subject to this Article shall be renegotiated by both parties.

ARTICLE 31.

LIE DETECTOR TEST

The City shall not require, suggest or request that a Commanding Officer take a polygraph or any other form of lie detector test. The Commanding Officer may volunteer to take a polygraph test.

ARTICLE 32.

DEFECTIVE EQUIPMENT

The Employer shall not require employees to take out on the streets or highways any equipment that is not in safe operating condition or equipped with the safety appliances prescribed by law as determined by the Motor Pool mechanic or Commanding Officer in charge. Items found in need of more than first level maintenance shall be reported through proper channels.

ARTICLE 33.

JURY DUTY

Section 1. Any Commanding Officer selected for jury duty shall be assigned to daytime administrative duties for the duration of the jury call.

Section 2. For purposes of this Article, all actual jury attendance shall be considered duty time, provided, however, that all compensation to which the Commanding Officer would be entitled for such jury duty be turned over and paid to the City unless the Officer

is empanelled for more than eight (8) hours in any one day, in which case he/she shall retain that day's jury fee.

Article 34.

LEAVE OF ABSENCE

Section 1.-FMLA The City of Bangor shall follow all provisions of the Family and Medical Leave Act of 1993 when approving unpaid leaves of absence that apply to FMLA.

Section 2.-Unpaid Leave of Absence The Chief of Police may grant leaves of absence that do not apply to the FMLA. If approved the employee is entitled to maintain current insurance coverages, such as medical, dental, and life insurance, at full cost to the employee. While on this type of leave, the employee is prohibited from working for another employer in-lieu of performing their responsibilities for the Bangor Police Department, unless waived by the Chief.

During these unpaid leaves of absence, unless required by state or federal law (such as in USERRA), the employee will not accrue additional seniority time during the unpaid leave. However, upon their return, they will return to the same seniority level they had at the inception of their leave.

Article 35.

WAGES

Section 1. Wages for each Commanding Officer on the payroll the effective date of this Agreement shall be pursuant to the schedule in Appendix A.

Section 1A.

Effective July 1, 2018, wages will be adjusted three (3%) percent. Effective July 1, 2019, wages will be adjusted three (3%) percent and July 1, 2020, wages will be adjusted three (3%) percent.

Section 2. Upon the anniversary date for pay purposes, employees shall be eligible to be advanced to a higher step in their rate range. Progression to a higher pay rate, as outlined in Appendix A, shall not be automatic but based on a performance rating in

accordance with the Performance Evaluation Manual dated February 1990 and adopted by the City Council on February 12, 1990, by Council Order 9006.

Section 2. a. Commanding Officer who has fifteen (15) years of continuous service with the Bangor Police Department will receive a three and one half (3.5%) wage increase. Any Commanding Officer who has seventeen (17) years of continuous service with the Bangor Police Department will receive an additional two and one half (2.5%) wage increase. Any Commanding Officer who has twenty (20) years of continuous service with the Bangor Police Department will receive an additional two and one half (2.5%) wage increase. Any Commanding Officer who has twenty-two (22) years of continuous service with the Bangor Police Department will again receive an additional two and one half (2.5%) wage increase. These increases will not be paid out in the same year. Longevity increases will be awarded regardless of the employee's current pay step.

Section 3. Commanding Officers assigned to CID, differential shall be three percent (3%) above the top step of current classification within their rank.

Section 4. Commanding Officers will be paid weekly.

Section 5. Any time an Commanding Officer is required or ordered to return to work, the Officer shall receive a minimum of two (2) hours at time and one half when said callback time is not annexed to the employee's scheduled hours. (Excludes detectives, private services, and court time).

Section 6. Commanding Officers performing the duties of the Bomb Technician or Special Response Team will be compensated at double their rate of pay from the time reporting for duty until the emergency is deemed over.

Section 7. When an employee is promoted to the rank of Sergeant or Lieutenant, the employee's wages will be increased to a minimum of 7.5% over current base wages. The stipend for detectives is not included in base wages.

Section 8. Should the City reduce its contribution to the 401a Deferred Contribution Retirement Plan pursuant to Article 27, the difference will be made up in wages for those participating in the 401a plan.

Section 9. If no Lieutenant is on duty the Senior Sergeant

assuming the duties of the Lieutenant within the unit will be assigned the duties of Acting Lieutenant; if the Sergeant performs these duties over two (2) hours, he/she will be compensated by receiving (\$7.00) dollars per hour for all hours worked as the Acting Lieutenant.

Section 10. Section 10. Educational Incentives for an Associate's Degree will be \$.28/hr, Bachelors Degree \$.38/hr and Masters Degree \$.43/hr. These incentives are not cumulative. Prior to the commencement of payment by the City for educational incentives, it is the responsibility of the Commanding Officer to provide appropriate documentation to the City of applicable educational degrees. The City will provide back-wages for such incentives for up to thirty (30) days prior to receiving official documentation of the degree in order to provide adequate time for the employee to obtain the documentation.

Section 11. Employees who have completed two (2) years of continuous military service and have received an honorable discharge, and who do not qualify for an educational incentive of equal or greater value described in Section 10 of this Article, shall receive \$.28/hr. Employees who have completed four (4) years of continuous military service and have received an honorable discharge, and who do not qualify for an educational incentive of equal value described in Section 10 of this Article, shall receive \$.38/hr. Prior to the commencement of payment by the City for military service incentives, it is the responsibility of Patrol Officers to provide appropriate documentation to the City of applicable military service, including proof of honorable discharge. The City will provide back-wages for such incentives for up to thirty (30) days prior to receiving official documentation of the honorable discharge in order to provide adequate time for the employee to obtain the documentation.

Section 12. Employees who wish to supplement their education by taking job related courses may do so at the City's expense with the advance written approval of the Chief of Police and the Human Resources Manager. Courses may not be taken during normal working hours unless authorized by the Chief of Police and the Office of Human Resources. Reimbursement for the cost of such courses shall be made by the City only after the courses are satisfactorily completed. Time spent in elective training will not be considered "hours of work" and shall not be compensable. Each employee, provided a grade "C" or higher is attained will be entitled to

reimbursement for no more than two (2) courses taken during any fiscal year. Any member desiring to take a course in the following fiscal year must submit the request no later than the previous February 1st. After successful completion of the course in the following year, reimbursement will be paid within thirty (30) days of proof of successful completion. Costs paid by the City will be limited to tuition and will not include books or other educational materials, travel, or any other expenses.

Section 13. Commanding Officers assigned to supervise the Special Response Team, Bomb Team, Hostage Negotiation Team, and the K-9 Coordinator, and who are not receiving the three percent (3%) Detective adjustment, shall receive two percent (2%) in addition to the wage scale outlined in Section 1 of this Article. Officers performing more than one of the above listed functions are limited to the two percent (2%) adjustment. The supervisor holding the current position on the Robot Team shall continue to receive the two percent (2%) adjustment for that position for the period in which he is designated a Robot Operator.

Section 14. Any commanding officer may submit to voluntary physical fitness testing to be given by the City on a biannual basis. For purposes of this section, the fiscal year July 1 to June 30 will constitute an annual period. Coordination of the testing will be by the Maine Association of Police, with input from the City. The test will be administered by the City. Each officer who meets the 40 percentile standard as set by the Maine Criminal Justice Academy for timed run, pushups and sit-ups will receive three hundred (\$300) dollars on July 1, 2018, four hundred (\$400) dollars on July 1, 2019, and five hundred (\$500) on July 1, 2020, for the successful completion of each of the two tests. There will be no right to retest during the fiscal year upon failure of either of the two tests, however, in the event an individual asserts that he/she was scored improperly, an appeal lies to the Police Chief who shall then conduct a retest of said individual if he/she concludes in his/her reasonable discretion that the tests results may have been inaccurately scored.

Section 15. In the event that there is no new collective bargaining agreement in place when this agreement expires on June 30, 2021, then all step increases of Article 35 will apply and all employees will receive those step increases to which they are entitled to receive during the time period between the expiration of this agreement and the execution of the next agreement.

ARTICLE 36.

Response Time

Police Officers hired after July 1, 2010 who are promoted to Sergeant and/or Lieutenant will be required to maintain their domicile within a 50 miles of the Police Station, and remain living within that distance for the duration of their employment with the Police Department.

ARTICLE 37.

TRAINING

Section 1. The Department will provide not less than thirty (30) hours training per year, no less than fifteen (15) hours will be in the first six (6) months (in addition to any training that the City may offer annually). Lieutenants shall propose one half (1 1/2) of the previously listed training.

Section 2. Training will be scheduled when employees are off duty and employees will be paid one and one half (1.5) times their regular hourly rate for each hour in attendance.

Section 3. Topics for training shall include but shall not be limited to:

- | | |
|-------------------|---------------------------------|
| Critical Incident | Community Policing |
| Training | Progressive Discipline |
| Leadership | Developing Departmental |
| Supervisory Roles | Policies |
| TQM | Developing Goals and Objectives |

Section 4. Upon completion of training, employees will receive a Departmental Certificate.

ARTICLE 38.

Term of Agreement

This agreement between the City and the Union became effective July 1, 2018 and shall continue in full force and effect until June 30, 2021.

For the Union:

William McKinley 7/10/18
Date

William McKinley esq. Date

Catherine M. Conlow 7/11/18
Date

Catherine M. Conlow Date
City Manager

Robert Angelo 7/5/18
Date

Robert Angelo, Steward Date

Jason Stuart 7/5/18
Date

Jason Stuart, Steward Date

Michael Crooker Date
Asst. City Mgr/HR Director

Mark Hathaway 7/10/18
Date

Mark Hathaway Date
Chief of Police

Richard Cromwell 7/10/18
Date

Richard Cromwell Date
Human Resources Officer

Appendix A

Command Wages		Proposed 3% Increase	Proposed 3% Increase	Proposed 3% Increase
Lieutenants	2017	2018	2019	2020
Step 1	28.28	\$29.13	\$30.00	\$30.90
Step 2	28.92	\$29.79	\$30.68	\$31.60
Step 3	29.6	\$30.49	\$31.40	\$32.34
Step 4	30.28	\$31.19	\$32.12	\$33.09
Step 5	30.99	\$31.92	\$32.88	\$33.86
Step 6	31.67	\$32.62	\$33.60	\$34.61
Step 7	32.44	\$33.41	\$34.42	\$35.45
Step 8, 15 Years	33.58	\$34.59	\$35.63	\$36.69
Step 9 17 Years	34.42	35.45	36.52	37.61
Step 9, 20 Years	35.28	36.34	37.43	38.55
Step 10, 22 Years	36.16	37.25	38.36	39.52

Command Wages		Proposed 3% Increase	Proposed 3% Increase	Proposed 3% Increase
Sergeant	2017	2018	2019	2020
Step 1	23.97	\$24.69	\$25.43	\$26.19
Step 2	24.53	\$25.27	\$26.02	\$26.80
Step 3	25.05	\$25.80	\$26.58	\$27.37
Step 4	25.64	\$26.41	\$27.20	\$28.02
Step 5	26.23	\$27.02	\$27.83	\$28.66
Step 6	26.84	\$27.65	\$28.47	\$29.33
Step 7	27.47	\$28.29	\$29.14	\$30.02
Step 8, 15 Years	28.43	\$29.28	\$30.16	\$31.07
Step 9 17 Years	29.14	30.01	30.92	31.84
Step 9, 20 Years	29.87	\$30.77	\$31.69	\$32.64
Step 10, 22 Years	30.62	\$31.53	\$32.48	\$33.45

