

AGREEMENT

July 1, 2022-June 30, 2025

Between

CITY OF AUGUSTA, MAINE

and

FRATERNAL ORDER OF POLICE (SUPERVISORS DIVISION)
LODGE #003

Police Supervisory

Officers of the

Augusta Police Department

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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 employees within the bargaining unit of the supervisory police officers, except the Chief of Police and Deputy Chief/Major, 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 monthly dues and Initiation Fees upon receipt of signed authorizations from the members (a copy of which is to be retained by the CITY) and a certified statement from the Secretary- Treasurer of the Local Union as to the amount for dues. This deduction shall be weekly. 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 and personnel by which operations are to be continued, and e) take whatever actions, 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 rules, regulations and procedures, rights, privileges, or benefits affecting the Augusta Police Department and its members shall remain in force throughout the duration of this AGREEMENT, subject to established procedures for changing or modifying these various rules, regulations, procedures, rights, privileges or benefits, except as

modified or controlled by the provision of this AGREEMENT.

ARTICLE 6 - UNION ACTIVITIES

Section 1 - Time off for Union Activities. The Chief or his designee has the discretion to grant the necessary time off, without discrimination of 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 or 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 employees 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 Chief of Police, or his designate, authorized agents of the UNION shall have access to the Police Department during working hours and City Center 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 the Steward's 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 their Local Union in writing, within five (5) working days after receiving notification of such action against them, of their 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, they shall be fully reinstated in their position and compensated at their 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.

(3)

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 the Fraternal Order of Police, Supervisors Division.
- 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 unexcused failure on the part of any aggrieved party to be timely, the grievance shall be deemed to be withdrawn. If the employer or their representative fail 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 Deputy Police Chief in writing within ten (10) business days of its occurrence.
2. The Deputy Police Chief shall meet with the parties to resolve the grievance within three days. After the request for the meeting, the Deputy Police Chief shall render a decision in writing within ten (10) business days thereafter, a copy of which is sent to both the employee(s) and their 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 department head shall convene a hearing within ten (10) days after receipt of the request for said hearing. The department head shall render a decision in writing, within ten (10) days after the hearing, copies to the aggrieved and their 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. The requested hearing shall be held within ten (10) days after it is received and a decision shall be made within ten (10) days thereafter, copies of the decision to the aggrieved party and their 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.~~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 an arbitrator 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, 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 negotiation 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. Seniority shall be based upon the date of appointment to each rank. Notwithstanding dates of appointment, Lieutenants shall be deemed to have more seniority than Sergeants. Seniority shall be the governing factor in all matters affecting work shift assignment, layoff, recall and vacation preference, providing all other qualifications are equal.

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 by classification with bumping rights by seniority, to next lower grade. All affected employees shall receive a two (2) calendar week advance notice of layoff, and the CITY shall meet with the affected employees prior to the actual occurrence of layoff. Employees shall be recalled from layoff according to their seniority. Employees shall retain recall rights for a period of eighteen (18) months.

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 their current address.

Bumping shall mean the right to take a lesser position instead of being terminated due to layoff.

A Supervisory Officer who has been bumped to a lower grade will assume the senior position in that classification.

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 five (5) 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,

Section 5. As part of the transition to the creation of the position of Deputy Police Chief, the parties agree to the following provisions.

- A. If the City eliminates the position of Deputy Police Chief as part of or during the budget process, the Deputy Police Chief shall have the right to return to this unit as Police Captain, provided that the Deputy Police chief was promoted from within the department.
- B. The position of Police Captain will remain in this agreement but shall not be filled unless the position of Deputy Police Chief is abolished or the City Council determines that the needs of the Department require the filling of that position.
- C. Applicants for Deputy Chief must meet the requirements of the Maine Criminal Justice Academy for Certification as a Chief of Police, as outlined by the Maine

Criminal Justice Academy.

- D. If a Supervisor has a letter of intent from the Maine Criminal Justice Academy indicating the Employees Qualifications for Certification as a chief of Police, they will be considered qualified even if the Maine Criminal Justice Academy subsequently modifies those requirements.
- E. The City will not recruit outside candidates for Deputy Police Chief provided at least three (3) current Augusta Police Department Supervisors are qualified for the position as defined by section (d). The City will make every effort within budgeting and operational constraints to provide training to members of this unit to prepare them for the position of Deputy Chief.

ARTICLE 14 - WORKWEEK

The workweek will be recognized as a nonstandard workweek of an average of forty (40) hours per week. Eight (8) to ten (10) consecutive hours of work within a twenty-four (24) hour period shall constitute a regular work day, depending on which schedule the employee works within. Seniority will be a factor in assigning officer to shifts. In the event that circumstances require an involuntary shift reassignment, officers will be forced off their current shifts based solely on seniority.

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. The parties agree to a contract reopener on the workweek schedule after receipt of the ongoing Police Department Management Study.

Effective June 2, 2014, the 2-2-3 schedule, developed jointly by the union and management, will be implemented. There will be no change to accruals or benefits in the current contract related to this schedule change. Employees on the 2-2-3 will accrue 10 hours per month of sick time. When one of these employees 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. This schedule impacts only the Police Supervisors assigned to the Patrol Division, and others only as agreed upon jointly with management.

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.

Annually, each command staff (2 Staff Sergeants and 2 Division Commanders) will be granted forty (40) hours of compensatory time to compensate them for their on-call responsibilities. The time will be provided each January 1. This time has no cash value upon separation and must be used in the year in which it is provided. For 2022, the forty (40) hours will be provided upon ratification of this agreement.

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 officers 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

A) The salary schedule under this AGREEMENT shall be as follows:

Effective 07/01/22- 4%
 Effective 07/01/23- 5%
 Effective 07/01/24- 5%

Effective 07/01/23- Any member upon completing 5 years of service as a supervisor will receive a 2.5% step rate increase to recognize tenure in their supervisory capacity.

Sergeant

<u>Effective Date</u>	<u>Starting</u>	<u>After 5 Years*</u>
7/1/2022	\$38.23	
7/1/2023	\$40.14	\$41.15
7/1/2024	\$42.15	\$43.20

Bureau Chief Sergeant

<u>Effective Date</u>	<u>Starting</u>	<u>After 5 Years*</u>
7/1/2022	\$39.70	
7/1/2023	\$41.68	\$42.72
7/1/2024	\$43.77	\$44.86

Division Commander

<u>Effective Date</u>	<u>Starting</u>	<u>After 5 Years*</u>
7/1/2022	\$42.96	
7/1/2023	\$45.11	\$46.24
7/1/2024	\$47.37	\$48.55

Actual salary implementation date will be the start of the pay week closest to the effective date.

*Effective July 1, 2023

B) Extras (Code 135)

a) Ordinary rate will equal one and one-half times (1 1/2) the top Division Commander Lieutenant base hourly rate. Outside details do not include any city-sponsored function including details assigned to any city, school department, or Greater Augusta Utility District. Internal details will be paid at current pay at time and a half. (1 1/2). Police Supervisors who work an internal detail on Independence Day will be paid at double time their regular rate. 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.

- b) New Year's Eve (5:00pm -5:00am) rate will be double the ordinary rate.

- c) When called to extra work in a supervisor capacity, said supervisor shall be paid at supervisor rate.

- d) 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.

The CITY may, at its discretion, grant a merit increase bonus of up to five (5%) percent. The CITY's exercising this merit increase bonus provision or the amount of which that may or may not be exercised shall not be subject to the grievance procedure as provided in Article 11. Such amount shall not be added to the base pay.

C) Longevity

Longevity shall be paid as follows:

After 10 years of service	\$765.00
After 15 years of service	\$965.00
After 20 years of service	\$1,265.00

Administrative notes:

- 1. The longevity bonus shall be applied to the hourly wage base. (e.g., \$765 divided by 2080 = \$.3678; \$965 divided by 2080 = \$.4639; \$1,265 divided by 2080 = \$.6082)

- 2. Years of service will be calculated from the anniversary date of employment.

D) 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 Jr.'s Birthday
- Patriot's Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Presidents Birthday
- Labor Day
- Indigenous Peoples' Day
- Veteran's Day
- Thanksgiving Day

Christmas Day
Floating Holiday*

In the year starting January 1, 2001, employees who normally work holidays (those working the 2, 2 and 3 work schedule) will be granted 110 hours of vacation time in lieu of holidays, 50 hours to be taken as vacation and 60 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 an additional 20 hours of time due.

Employees who work on New Year's Day, Labor Day, Thanksgiving Day and Christmas Day, 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 day is added to the list of holidays to be used upon approval of supervisor. This day will not carry over into the new calendar year if not used and may not be used incrementally. It is a 'use it or lose it' holiday.

ARTICLE 18 - VACATIONS

Employees shall accrue vacation leave on a monthly basis equivalent to two (2) weeks per year during their first five (5) years of employment; three (3) weeks per year after five (5) years' service; four (4) weeks per year after eleven (11) years' service; and five weeks per year after sixteen (16) years and over service. Annual leave shall be granted on a forty (40) hours workweek 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.

Selection of time for annual leave shall be by choice of the supervisory officers based on seniority subject to a schedule of "open weeks" as determined by the Police Chief. Only the supervising officer per shift shall be permitted to take vacation. Supervising officers moving to a new shift due to the schedule change will be subject to vacation preference by serving on that new shift.

"Open weeks" shall be those weeks, as determined by the Chief of Police, to be available for the taking of vacations, subject to seniority provisions of this contract.

Employees may use vacation time in half-day and full-day increments in lieu of taking vacation a week at a time. However, single vacation days are to be treated the same as time due, under the same guidelines and policies as time due requests are handled. Personnel requesting a full week vacation will always have priority over personnel requesting a single vacation day. Single vacation days will not be requested by wholesale posting as is done with full week vacations. 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. The number of personnel allowed off at one time by department policy will not be changed.

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 equal to one (1) working day per

month and may be accumulated to a maximum of nine hundred and twenty-six (926) hours. 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 care giver and he/ she provides certification from the healthcare provider (as defined in the Family Medical Leave Act, 'FMLA'.)

Section 2: An employee who has accumulated nine hundred and twenty-six (926) hours of unused sick leave shall be remunerated on an annual basis for those days/hours not used as sick leave in excess of nine hundred and twenty-six (926) hours. The cut-off date for compensation purposes shall be November 30 of the calendar year. Effective September 3, 2018, the Article 19 Sick Leave Section 2 shall be terminated in lieu of a 3% wage increase which is reflected in the wage table under Article 16.

Section 3: It is the responsibility of the employee to notify the on duty supervisor 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 CIY and separation is in good standing the employee will be compensated for one-half (1/2) of the accumulated sick leave, provided the employee has accumulated at least four hundred five (405) hours sick leave.

Section 5: Sick time may be taken for illness any employee may have contacted or for any exposure to contagious disease they may experience in which the health of others would be endangered by their attendance at duty. Any serious health condition that extends beyond four days falls under the regulation of the Family Medical Leave Act (FMLA) and thereby requires the employee to complete an FMLA request. Upon receipt of the employees' 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 the FMLA notice is received may result in a delay or denial of leave until the certification is provided. They City may also require second or third medical opinions (at the employer's expense) and periodic healthcare provider updates during FMLA leave regarding employees' status and intent to return to work.

Section 6: The Chief of Police 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 the primary care giver 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 absences or to manage a return to work process.

Section 8: Chronic Sick Leave - In the event an employee is repeatedly on sick leave, the department head or a 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 Intermittent FMLA due to lack of substantiation or unapproval, then the chronic and unapproved absenteeism may be subject to disciplinary action.

Section 9: When an employee is on sick leave, he or 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 their 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 - FUNERAL 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 with full straight-time rate, eight or ten hour pay to make household adjustments or to attend funeral services. "Immediate family" is hereby defined to include spouse, parents, children, brothers, sisters, parents-in-law, stepparents, stepchildren, 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 be eight (8) to ten hours, depending on the employees normal work schedule.

In addition, the Director, or a 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 their 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 in the same industry. 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 a 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 the Local Union or the employer.

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

ARTICLE 22 —MAINE EARNED PAID LEAVE

Under Maine law, employees are entitled to Earned Paid Leave ("EPL"), which is subject to certain statutory notice, accrual, and other requirements. This leave can be used in the case of emergency, illness, sudden necessity, planned vacation, or for any other reason. The leave can be used in time increments of at least one-hour and employees can carry over up to 40 hours of EPL from one defined year to the next.

To comply with the obligations under the Maine Earned Paid Leave law, 40 hours of leave provided for under Article 18 and Article 19 will be treated as EPL and will be subject to the following requirements:

Section 1 – Notice.

- (a) Planned leave. Employees will be required to give 4 weeks of advance notice of intent to use EPL for any reason except emergency, illness, or sudden necessity. Operational needs dictate that employees should generally follow the procedures outlined in Article 10 when requesting to use EPL for reasons other than emergency, illness, or sudden necessity. Requests for planned leave may be denied where granting the leave would result in undue hardship.
- (b) Unplanned leave. Employees will be required to provide notice as soon as practicable of intent to use EPL for an emergency, illness, or sudden necessity.

Section 2 – Accrual. Employees begin accruing EPL when they start employment and earn 1 hour of EPL for every 40 hours worked. Employees will not be entitled to use EPL until they have worked for 120 days. If an employee does not use all of the employee’s accrued EPL in a defined year, employee may carry over up to 40 hours of EPL from one defined year to the next.

Nothing in this Article shall be construed to increase the total amount of leave available beyond what is provided for in Article 18 and Article 19. Only 40 hours of paid leave in total per year as authorized in Article 18 and Article 19 will be subject to the EPL requirements outlined in this Article.

ARTICLE 23 – HEALTH, VISION AND DENTAL INSURANCE BENEFITS

Section 1 - Health Insurance: The City will provide group health insurance through the Maine Municipal Employees Health Trust (MMEHT). The active Plan will be the Comprehensive Point of Service (POS-C) Plan. Employees may also choose to enroll in the Preferred Provider Organization 500 (PPO-500) Plan or the Preferred Provider Organization (PPO 2500) Plan.

Effective January 1, 2019, the City will provide the PPO 2500 Plan which will have a Health Reimbursement Account (HRA) funded by the City of Augusta. Effective January 1, 2019, and thereafter on January 1, the City will fund an HRA for each employee that is the primary plan participant enrolled in the PP02500 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. Effective January 1, 2019, the PPO 500 will no longer be funded with a City contribution to an employee HRA.

The City will provide dental coverage through Securian Dental.

The City will provide vision coverage through the MMEHT VSP Vision Plan.

Beginning January 1, 2018 health insurance contribution rates will be shared between the City and the employee on Single, Employee & Child, and Family Coverage on all Healthcare Insurance Plans, the Dental Plan and the VSP Vision Plan in the following percentages:

1/1/2019 City will pay 80% and Employee will pay 20%

Effective January 1, 2014, and ending December 31, 2018, 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.

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 annually 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 for a successor to this contract extend beyond the expiration of this contract, and an agreement has not been reached on health, eye and dental insurance premiums for the successor contract, both parties agree 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.

Employees who have a qualifying Domestic Partner may add the partner to their health insurance coverage consistent with the cost sharing provisions in this Article.

Section 2 - Retiree Health Insurance:

For the purpose of this section, purchased military time will be counted towards retirement health benefits.

Employees hired after January 1, 1995... shall be allowed to participate under the City's group health insurance upon retirement but shall do so at their own expense, if participation is allowed by the current provider.

Section 3. - Flexible Spending Account -Medical (FSA) : The City agrees to provide medical and child care spending accounts in accordance with Internal Revenue Code Section 125. For the calendar year of January 1, 2018 through December 31, 2018, the City will contribute \$250 on behalf of each employee who participates in the MMEHT PPO-500 Plan into a section 125 medical flexible spending account (FSA). Effective January 1, 2019, the City will provide \$350 in the FSA account on behalf of each employee who is the primary plan participant in the PPO 2500 Plan. The City's contribution is dependent upon each employee annually enrolling in the PPO 2500 Plan.

Section 4 -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

ARTICLE 24 - PENSION PLAN

Any person who becomes a full-time employee 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 the additional benefits under M.R.S.A. Title 5, Section 1092 (3A) two (2%) percent option, 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 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 25 - 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 their 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 their regular shift on that day. An employee who has returned to their regular duties after sustaining compensable injury and who is required by the Workers' Compensation doctor to receive additional medical treatment during their regularly scheduled working hours shall receive their regular hourly rate of pay for such time.

ARTICLE 26- UNIFORMS

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

Bullet proof vests will be issued and required to be worn, and all employees shall be issued 8 shirts (4 summer, 4 winter) and 6 pants (3 summer, 3 winter).

The employee 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 \$600 on the first pay period 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 detective supervisors, 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 own expense.

ARTICLE 27 - COURT-TIME PAY

Any employee who is required to attend Court outside their regular workshift shall receive compensation at the rate of one and one half (1 1/2) times their regular hourly rate for four (4)

hours time or for the actual hours spent attending Court while off duty. Payment shall be made within a reasonable length of time after submittal of the Court remuneration.

ARTICLE 28 - EDUCATION

Supervisors whose date of hire is after January 1, 1995, shall receive an increase of five percent (5%) above base pay for an Associate's Degree in a law enforcement field and an increase of ten percent (10%) above base pay for a Bachelor of Science Degree in a law enforcement field, Public Administration or Management, Psychology, Sociology or Juris Doctorate from any accredited institution of higher education.

Supervisors hired into the unit after 7/1/19 will receive five percent 5% above base pay for an Associate's Degree in a law enforcement field and an increase of seven and one-half percent (7.5%) above base pay for a Bachelor of Science Degree in law enforcement field, Public Administration or Management, Psychology, Sociology or Juris Doctorate from any accredited institution of higher education.

Tuition will be reimbursed for courses taken in pursuit of above concentrations up to the following: Total reimbursement for the entire bargaining unit will not cost more than one thousand dollars (\$1,000) effective July 1, 2000. Reimbursement shall be made subject to the following conditions: reimbursement for tuition only; reimbursement for successful completion with a minimum grade of C; reimbursement to be paid to individuals; and the total reimbursement paid is to be evenly divided among successful participants by June of each year.

ARTICLE 29 - 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 their duty, they shall be entitled to leave with full pay, reduced by the amount covered by Workers' Compensation during the period in which they are unable to perform their duties, or other duties assigned, or until such time as they have 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 their 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 eyeglasses 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 a 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 30 - 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 31- 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:

- A) Drinking on the job or arriving to work while under the influence of intoxicating beverages or drugs or bringing same on the job.
- B) Failure to follow the orders of superiors.
- C) Being habitually late or tardy.
- D) Failure to perform the duties of position properly.
- E) Negligent or willful damage to City property.
- F) Inability to get along with fellow employees.
- G) Conviction of theft or any felony.
- H) Violation of the rules regarding political activities.
- I) 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 affected without proper authorization.)

ARTICLE 32 – 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 33 - 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 of the employee's sick leave record.
5. Where secondary employment impairs the employee's ability to discharge the duties and responsibilities of their City job.
6. Where an employee might be considered to be using their City position to influence their 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 in this obligation.

ARTICLE 34 - 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. City employees shall not work at the polls, circulate petitions or campaign literature for elective City Officials, or be in anyway 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 35 - 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 36 - 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 Chief of Police or designee, attended by employees on their off-duty time, 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 the first hour of the training and every fifteen minutes of training thereafter.

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 37-NO STRIKE PROVISION

The UNION Fraternal Order of police, supervisors division 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. The City agrees that there shall be no lockout during the life of this agreement.

ARTICLE 38- 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.

Section 3. The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of sex.

ARTICLE 39 - SEPARABILITY AND SAVING CLAUSE

If any Article or Section of this AGREEMENT or of 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 40 - 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 41 - LABOR MANAGEMENT COMMITTEE

A joint Labor Management Committee comprised of three (3) members of the UNION (unit) 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 Bureau in general.

ARTICLE 42 - PERSONNEL FILES

An employee, upon request to or upon prior arrangements with the Chief of Police or designee, or Human Resources, shall be permitted to review their personnel file. Such review shall take place during normal office hours and shall be conducted under the supervising of the appropriate record officer. An employee may review their 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 43 - PROMOTIONS

All promotions above rank of Sergeant (with the exception of Chief, Deputy Chief) shall be made from within the Bargaining Unit. The Captain shall be selected from within the Sergeant and Lieutenant's ranks. To be eligible for Captain a candidate must be a Lieutenant or have two year's service as a Sergeant. 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 44 - TERM OF CONTRACT

This AGREEMENT shall be effective as of the first day of July 2022, and shall remain in full force and effect until June 30, 2022. The Contract shall be automatically renewed for succeeding one- year periods unless either party shall notify the other to renegotiate at least sixty (60) days prior to June 30, 2025, and at least one hundred twenty (120) days before June 30, 2025 if wages, rights or pay or other matters requiring appropriations on money by the CITY are to be negotiated.

IN WITNESS WHEREOF, said City of Augusta and said Fraternal Order of Patrol, Lodge #003, the have each caused this instrument to be signed by its Officers hereunto duly authorized this ____ day of _____, 2022.

CITY OF AUGUSTA

F.O.P. LODGE #003

Susan E. Robertson, City Manager

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

Witness

Jason Cote, Steward