

AGREEMENT

July 1, 2025 - June 30, 2028

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 which are necessary to carry out the operating directives of the CITY in support of the mission of the CITY as may be defined by the CITY from time to time.

## **ARTICLE 5 - MAINTENANCE OF STANDARDS**

It is mutually agreed that existing 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/her designee has the discretion to grant the necessary time off, without discrimination or loss of seniority right and without pay, to any employee designated by the UNION to attend a labor convention or to serve in any capacity 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/her designee, 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. Once an internal investigation is formally under way, the individual(s) and Shop Steward shall be notified. 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.

Section 2. Any employee discharged must be paid in full for all wages owed him/her by the employer, including earned vacation pay and compensatory time, 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) business days after the above notice of appeal is given to the employer.

Section 5. Written reprimands short of suspension will remain in the employee's personnel file for a minimum of one (1) year from the date of the written reprimand. In cases of a repeat violation of a like nature occurring within that year, the letter(s) shall remain in the personnel file until a minimum of twelve (12) months have passed since the most recent violation. After the minimum period of time has passed an employee may submit a written request for the disciplinary letter(s) to be removed from his/her personnel file.

Section 6. A suspension notice will remain in the employee's personnel file for a minimum of two (2) years from the date of suspension. After the minimum period of time has passed an employee may submit a written request for the suspension notice to be removed from his/her personnel file. In the event a repeat violation of the same nature occurred within that two (2)-year period, or in the event the violation was of a more serious nature, e.g. causing bodily harm or life threatening in nature, the letter(s) shall remain as a permanent part of the personnel file.

## **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, and reprisal.

### Section 2 - Definitions

- a. Employee shall mean any person covered by this agreement as provided for under Article 1 - 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, or 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 (3) 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 Chief of Police.

Such request is to be in writing with a copy to the immediate supervisor. The Chief of Police shall convene a hearing within ten (10) days after receipt of the request for said hearing. The Chief of Police shall render a decision in writing within ten (10) days after the hearing and provide 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, with copies of the decision provided 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.

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, and hearings shall be conducted during the normal workday.



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, compensatory time, and holiday pay and, if eligible, unused sick leave in accordance with Article 19, Section 4. "Good standing" for the purposes of this agreement shall be defined as separation from employment for reasons other than cause, including voluntary resignation, retirement, layoff, death, or inability to return to work following an illness or accident. In the case of voluntary resignation or retirement, "good standing" shall also mean the employee has notified the CITY in writing a minimum of fourteen (14) calendar days in advance of the employee's last physical day at work (i.e. termination date), which does not include any form of paid time off unless the employee is resigning during an approved leave of absence, unless otherwise mutually agreed upon. Good standing does not apply to employees who have been discharged for cause.

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 the same, providing separation is in good standing and provided separation occurred no more than thirty (30) calendar days prior to ratification of this AGREEMENT, unless the separation is due to retirement in which case there is no timeframe.

Employees discharged not in good standing shall receive only unused vacation pay, compensatory time, and holiday pay at the time of separation, but shall not receive any unused sick leave or 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) business 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) business 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**

Section 1 - 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 workday, depending on which schedule the employee works within. Seniority will be a factor in assigning officers to shifts. In the event that circumstances require an involuntary shift reassignment, officers will be forced off their current shifts based solely on seniority.

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.

Section 2 - Schedule. 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.

Section 3 - Call Back. 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.

Section 4 - On Call Duty. Annually, each command staff (1 Staff Sergeant and 3 Division Commanders) will be granted sixty (60) hours of "non-cash 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.

#### **ARTICLE 15 - MEAL PERIOD**

All employees shall be granted a thirty (30) minute paid meal period and two (2) fifteen (15) minute paid rest 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 rest 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 rest break at any one time.

#### **ARTICLE 16 - WAGES**

Section 1. The salary schedule under this AGREEMENT shall be as follows:

Effective 07/01/25 – \$2.00  
 Effective 01/01/26 – \$2.00  
 Effective 07/01/26 – 6.00%  
 Effective 07/01/27 – 5.00%

<b>Sergeant</b>		
<u>Effective Date</u>	<u>Starting</u>	<u>5 Years*</u>
7/1/2025	\$44.15	\$45.92
1/1/2026	\$46.15	\$48.00
7/1/2026	\$48.92	\$51.37
7/1/2027	\$51.37	\$54.20

<b>Bureau Chief Sergeant</b>		
<u>Effective Date</u>	<u>Starting</u>	<u>5 Years*</u>
7/1/2025	\$45.77	\$47.60
1/1/2026	\$47.77	\$49.68
7/1/2026	\$50.64	\$53.17
7/1/2027	\$53.17	\$56.09

<b>Division Commander</b>		
<u>Effective Date</u>	<u>Starting</u>	<u>5 Years*</u>
7/1/2025	\$49.37	\$51.34
1/1/2026	\$51.37	\$53.42
7/1/2026	\$54.45	\$57.17
7/1/2027	\$57.17	\$60.31

\*Effective 07/01/25, any member upon completing five (5) years of service as a supervisor will receive a 4.0% step rate increase to recognize tenure in their supervisory capacity, as reflected in the wage scale. Effective 7/1/26, the five-year step rate shall increase from 4.0% to 5.0% above the starting rate. Effective 7/1/27, the five-year step rate shall increase from 5.0% to 5.5% above the starting rate.

The actual salary implementation date of wage changes will be the start of the pay week closest to the effective date.

## Section 2. Extras (Code 135)

- a. Outside Extra Detail rate will equal one and one-half times (1 1/2) the total hourly rate of the top Division Commander Lieutenant, including base hourly rate plus any applicable education and/or longevity stipend(s). 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 outside extra detail 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.
- e. 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 an amount shall not be added to the base pay.

## Section 3. Longevity

Longevity shall be paid as follows:

	ANNUAL	HOURLY
After 10 years of service	\$765.00	\$0.3678
After 15 years of service	\$965.00	\$0.4639
After 20 years of service	\$1,265.00	\$0.6082

Administrative notes:

- a. The longevity bonus shall be applied to the hourly wage base.
- b. Years of service will be calculated from the anniversary date of employment.

Section 4. Direct Deposit - Employees shall establish and maintain 100% direct deposit of their paychecks.

## ARTICLE 17 - HOLIDAYS

Section 1 – Observed 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\*

Section 2 - Holiday PTO. Effective January 1, 2026, employees who normally work on holidays will be granted (110) hours of Holiday Paid Time Off (Holiday PTO) in lieu of holidays. Employees who do not work holidays will be granted 20 hours of Holiday PTO.

Employees shall earn 1/12 of their annual holiday entitlement on a monthly basis. The City may change to a weekly prorated accrual schedule with advance notice, in which case the amount of Holiday PTO earned in a week will be 1/52 of their annual entitlement.

Employees may carry-over up to fifty (50) hours of accumulated Holiday PTO from one calendar year into the next calendar year. Any time in excess of fifty (50) hours will be paid out.

Section 3 – Holiday Premium Pay. When any portion of an employee's regularly scheduled shift falls on one of the 12 above holidays the employee will be paid at one and one-half (1 1/2) times their normal rate of pay (base hourly rate plus any stipends) for all hours worked during that shift. Hours that are otherwise compensated as overtime are not eligible for holiday premium pay.

An employee may receive holiday premium pay for only one regular shift per holiday, even if multiple shifts overlap with or fall on the same holiday. If an employee works more than one shift that includes holiday hours, only the first qualifying shift shall be paid at the holiday premium rate. Any subsequent shifts worked on the same holiday shall be paid at the employee's regular rate of pay, unless otherwise eligible for overtime or other premium pay. For example, if an employee works a shift from 10:00PM on December 24th to 6:00AM on December 25th, and then another shift from 6:00PM to 2:00AM on December 25th–26th, only the first shift (10:00PM–6:00AM) will qualify for holiday premium pay.

\*Section 4 - Floating Holiday. An extra day is added to the list of holidays to be used upon approval of a 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 and is not eligible for payout upon separation.

## ARTICLE 18 - VACATIONS

Section 1. Annual leave shall be granted on a forty (40) hours workweek basis:

<b>Continuous Years' Service</b>	<b>Annual Accrual Rate (Weeks/Hours)</b>	<b>Carryover Limit (Weeks/Hours)</b>
Effective upon Hire Date	2 Weeks / 80 Hours	6 Weeks / 240 Hours
Five (5) Year Anniversary	3 Weeks / 120 Hours	6 Weeks / 240 Hours
Ten (10) Year Anniversary	4 Weeks / 160 Hours	6 Weeks / 240 Hours
Fifteen (15) Year Anniversary	5 Weeks / 200 Hours	8 Weeks / 320 Hours

Employees shall accrue vacation leave 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 ten (10) years' service; and five weeks per year after fifteen (15) years and over service.

Employees shall earn 1/12 of their annual vacation entitlement on a monthly basis. The CITY may change to a weekly prorated accrual schedule with advance notice, in which case the amount of vacation time earned in a week will be 1/52 of their annual entitlement. Vacation leave for the current month will be granted after employee has been compensated for at least one-half (1/2) of the prior month. Vacation leave accrued on a weekly basis will be granted after an employee has been compensated for at least one-half (1/2) of the prior week.

For employees earning four (4) weeks or less of vacation time annually, a limit of six (6) weeks' vacation may be carried from one calendar year to the next. For employees accruing five (5) weeks of vacation time annually, a maximum of eight (8) weeks' vacation may be carried from one calendar year to the next.

Section 2. 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. "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.

More than one supervisor assigned to the same 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.

Members may take vacation days, in half or full day increments, provided adequate advance notice is given to allow any scheduling vacancies to be filled.

## ARTICLE 19 - SICKLEAVE

Section 1: Sick leave without loss of pay shall be accrued monthly equal to one (1) working day per month, at the rate of eight (8) or ten (10) hours depending on the employee's normal work schedule, and may be accumulated to a maximum of 926 hours. The CITY may change to a weekly prorated accrual schedule with advance notice, in which case the amount of sick time earned in a week will be 1/52 of their annual entitlement. Sick leave for the current month will be granted after an employee has been compensated for at least one-half (1/2) of the prior month. Sick leave accrued

on a weekly basis will be granted after an employee has been compensated for at least one-half (1/2) of the prior week.

Section 2: Effective September 3, 2018, the Article 19 Sick Leave Section 2 (remuneration for unpaid sick leave) shall be terminated.

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 CITY and separation is in good standing, the employee will be compensated for one-half (1/2) of up to 926 hours of their accumulated sick leave, provided the employee has accumulated at least 360 hours sick leave. In addition, employees who were members of the bargaining unit as of August 6, 2014, and who carry a balance of grandfathered sick leave, shall also be eligible upon separation from employment to receive a payout equal to one-half (1/2) of their unused grandfathered sick leave balance.

Section 5: Sick time may be taken in increments of at least fifteen (15) minutes when personal illness or physical incapacity renders an employee unable to perform the duties of his/her position, including instances in which an employee may have contracted or been exposed to contagious disease when the health of others would be reasonably endangered by their attendance at duty. Employees are also permitted to utilize accumulated sick leave for purposes of attending to family sickness for their spouse, children, or parents, subject to any applicable limitations of state or federal family medical leave laws.

Section 6 Sick leave taken for reasons that may meet the definition of a "serious health condition" under state and/or federal law will be administered by Human Resources. Upon learning of an employee's need for medical leave, the CITY will follow state and federal leave guidelines to administer such leave, 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. Failure to provide the required certification within 15 calendar days of the date the notice is received from the CITY may result in a delay or denial of leave until the certification is provided. The CITY may also require second or third medical opinions (at the employer's expense) and periodic healthcare provider updates during medical leave regarding employees' status and intent to return to work. After any injury, extended illness, surgery, or hospitalization an employee may be required to have their medical provider certify that the employee is physically and/or mentally capable and safe to return to normal duty.

Section 7: Human Resources will discretely handle and manage all records related to medical leaves and provide communication to the Police Chief or Deputy Chief of the employee's 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 (i.e. taking leave in multiple separate blocks of time) for the same reason, the Chief of Police or designee will notify Human Resources so they may determine if the employee is eligible for leave under state or federal law. If the chronic absenteeism from work is not approved for intermittent leave under state or federal law, 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. An employee on sick leave shall remain on the premises of his/her home during the period in which sick leave is taken, except that it is understood that a person be allowed reasonable latitude in regard to emergencies, medical appointments, drug store trips, etc. However, if requested, the employee will explain their whereabouts. In the event the explanation is unreasonable, the employee may be

subject to disciplinary action. Abuse of the use of sick leave, or patterns of sick leave use that suggest abuse, such as frequent unplanned absences on days before or after a scheduled day off, on holidays, or excessive use of unapproved leave, will be addressed through the progressive disciplinary action process. Employees may not use sick leave for hours they are scheduled to work for the City if they are receiving compensation for work performed through another employer.

## **ARTICLE 20 – BEREAVEMENT LEAVE**

In the event of death in the immediate family of an employee, the employee shall be granted up to three (3) days' leave of absence with full straight-time rate of pay to grieve, 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 paid leave for a spouse or child. The employee will be granted one (1) day to attend the funeral for an aunt, uncle, niece, and nephew. A day for the purpose of this section will be eight (8) to ten (10) hours, depending on the employees normal work schedule.

In addition, the Chief of Police, or a designee, may grant special consideration for additional leave, or for leave taken on non-consecutive days, where distance or unusual circumstances are a factor.

## **ARTICLE 21 - LEAVE OF ABSENCE**

Section 1 – Temporary Unpaid Leave of Absence. An employee may be granted a temporary unpaid leave of absence for personal or medical reasons by the City Manager on recommendation of the Police Chief. Such leave will be granted at the discretion of, and on any terms directed by, the City Manager and shall only be granted when it appears, because of the past record of the employee or because of the purpose for which the leave is granted, to be in the CITY's best interest to grant the leave. Any employee desiring leave of absence without pay from their employment shall secure written permission from 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 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. Full seniority rights shall be maintained during an approved leave of absence. Prior to being approved for unpaid leave an employee must have exhausted all available accruals. Employees on an unpaid leave of absence are not eligible to accrue additional paid sick time, vacation, or holidays.

The employee must make suitable arrangements for continuation of payment for any employee portion of benefit premiums before the leave may be approved. Failure of an employee to pay their portion of insurance premiums for more than thirty (30) calendar days may result in loss of coverage.

### Section 2 – Military Leave

An employee who is a member of the National Guard or reserve branch of the United States military (Army, Navy, Marine Corps, Air Force, Coast Guard) and who is required to perform periodic training and field duty will be granted a maximum of four (4) weeks in the aggregate of paid reserve service leave per fiscal year. For any such period of mandatory reserve service leave, the CITY will pay the difference (if any) between service pay and the employee's regular pay without requiring the use of available accrued leave. To receive payment the employee on military leave must furnish Human Resources with an official statement by military authorities giving his/her rank and gross pay for the period. City pay shall be defined as normally scheduled base work hours. Such paid military leave may only be used to cover duty time and may not be sold back or rolled over. Employees may otherwise use, but are not required to use, accrued vacation, compensatory time, and accrued sick leave while they are engaged in military service.



### Section 3 - Paid Family and Medical Leave (PFML)

In order to maintain compliance with the required State of Maine Paid Family and Medical Leave (PFML) law, both the employees covered by this collective bargaining agreement and the City of Augusta agree to contribute to the state's leave fund or an employer provided alternative private plan approved by the state, effective July 1, 2025. Contributions made by the employee and employer to either the state's fund or private plan will be deducted during regular payroll cycles. The percentage contributed by the employee will equal half of the total required contribution set by the state or the private plan, and the employer percentage of contribution will equal half of the total required contribution set by the state or the private plan. The employee contribution to either the state's plan or alternative private plan will not exceed the maximum employee deduction limit set by the state. The CITY and UNION agree that either party may reopen the applicable portions of leave-related articles in this AGREEMENT for the limited topic of addressing PFML. It is agreed that this Article shall be deemed as not grievable.

## **ARTICLE 22 - MAINE EARNED PAID LEAVE**

### Section 1 – Definition

Leave provided for under Article 18 and Article 19 relating to the accrual and use of vacation and sick time are intended to meet the requirements of the State of Maine's Earned Paid Leave (EPL) law (26 M.R.S. § 637). 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.

### Section 2 – Notice.

- a. Planned leave. Employees will generally be required to give 4 weeks of advance notice of intent to use available accruals for any reason except emergency, illness, or sudden necessity. Operational needs dictate that employees should generally follow the procedures outlined in Article 18 when requesting to use available accruals 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 available accruals for an emergency, illness, or sudden necessity.

## **ARTICLE 23 – HEALTH, VISION AND DENTAL INSURANCE BENEFITS**

Section 1 - Health Insurance: The CITY will provide group health insurance through the Maine Municipal Employees Heath Trust (MMEHT). The CITY will provide employees the option to enroll in the Acadia (formerly POS-C), Pemaquid (formerly PPO-2500), or Katahdin (formerly PPO-500) Plan. The CITY will pay eighty percent (80%) and the employee will pay twenty percent (20%) of the premium cost for the Pemaquid Plan for all levels of coverage. Employees who choose the Acadia Plan or the Katahdin Plan will pay the full cost over the contribution the CITY makes toward the Pemaquid Plan.

Section 2 - Health Reimbursement Arrangement (HRA): Annually on January 1, the CITY will fund a Health Reimbursement Arrangement (HRA) for each employee that is the primary plan participant enrolled in the Pemaquid Plan in the amount of \$2,000.00 for those with "Employee Only" coverage and \$4,000.00 for those with "Employee/Child" or "Family" coverage. The HRA may be used for eligible deductible expenses.

Section 3 - Flexible Spending Account (FSA): The CITY agrees to provide employees with access to Medical and Dependent Care Flexible Spending Accounts in accordance with Internal Revenue Code Section 125. In January each year, the CITY will deposit \$350 into the Medical FSA account of each employee who is the primary plan participant in the Pemaquid Plan provided the employee has submitted the annual FSA enrollment form by the established deadline. The City's annual contribution is dependent upon each employee maintaining active enrollment in the Pemaquid Plan. Employees not enrolled in the Pemaquid plan may voluntarily elect to contribute to an FSA on a pre-tax basis but there is no City contribution.

Section 4 - Dental Insurance: The CITY will provide dental coverage through Northeast Delta Dental. The CITY will pay eight percent (80%) and employee will pay twenty percent (20%) of the premium cost for all coverage levels.

Section 5 - Vision Insurance: The CITY will provide vision coverage through the MMEHT VSP Vision Plan. The CITY will pay eighty percent (80%) and the employee will pay twenty percent (20%) of the monthly premium cost for all coverage levels.

Section 6 - Income Protection Plan (IPP): Employees may choose to enroll in the MMEHT Income Protection Plan (IPP). Employees shall pay 100% of the monthly premium.

Section 7 - Health Opt-Out Incentive: Employees who opt-out of the group health coverage provided by the CITY and can demonstrate they are covered by a comparable group insurance plan are eligible for a Health Opt-Out incentive. Employees opting out of "Employee Only" plan coverage will receive \$250 per month (payable in 4 equal installments of \$62.50). Employees opting out of "Family" or "Employee & Child" plan coverage will receive \$300 per month (payable in 4 equal installments of \$75.00). Proof of coverage must be presented to the Human Resources Department annually during open enrollment along with a signed medical plan application declining coverage. Employees who receive their coverage from another City of Augusta employee on a CITY-sponsored medical plan, a government program such as MaineCare or Medicare, not including Veterans Affairs (VA) benefits, or a plan sponsored through the exchanges under the Affordable Care Act are not eligible to receive 'opt-out' payments.

Section 8 - Domestic Partner Coverage: Employees who have a qualifying Domestic Partner may add the partner to their health, dental, and/or vision insurance coverage with the same cost sharing provisions as if they were enrolling a legal spouse. Domestic partners are not eligible for benefits under the HRA or FSA. The value of any employer contribution to the domestic partner coverage, as well as the portion of premiums paid on a pre-tax basis for the domestic partner, will be imputed as income and taxed. Choosing not to include a domestic partner on the health plan does not make an employee eligible for the "Family" health opt-out incentive.

Section 9 - Retiree Health Insurance: 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 and subject to any eligibility requirements and limitations.

Section 10 -Retiree Health Savings (RHS) 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 RHS.

## **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 (MainePERS). 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 MainePERS Special Plan 3C, with both parties paying their respective contributions as required by MainePERS. This change is prospective service only.

## **ARTICLE 25 – WORKERS’ 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.

An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his/her regular shift on that day without requiring the use of accruals.

An employee who has returned to his/her regular duties after sustaining compensable injury and who is required by the Workers' Compensation doctor to receive additional medical treatment during their regularly scheduled working hours shall receive their regular hourly rate of pay for such time receiving medical treatment. The CITY may request that the employee make a reasonable attempt to schedule such appointments outside normal working hours, in which case the time spent receiving medical attention would be unpaid.

Non-hazardous duty lost time work-related injuries:

- a. During the workers’ compensation 7 day waiting period, an employee may choose to utilize available accruals, take the time unpaid, or use a combination of accruals and unpaid time.
- b. When employees lose between 8 and 13 days of work because of an injury they will be compensated for those days by the insurance carrier.
- c. When incapacity continues for more than 14 days, compensation is retroactive to the date of incapacity and the employee will be paid by the insurance carrier for all of the days he or she missed.
- d. In some instances worker’s compensation payments may be held up. If this occurs, the employee may elect to use available accruals or take the time unpaid until payment is received but in no event shall an employee have the ability to “buy back” accrued time already used.
- e. When workers compensation paid by the insurance carrier is less than an employee’s full normal salary, the employee may choose to use an amount of accruals that, when added to the workers compensation payment, will bring the employee up to 100% of normal base pay.
- f. Employees receiving worker’s compensation must continue to pay their share of benefit premiums. Employees with MainePERS may also owe defined benefit retirement contributions on workers compensation payments.
- g. An employee may request that the CITY process his or her workers compensation payments through the CITY’s payroll system (tax free), after which the employee will sign the original workers compensation check(s) over to the City of Augusta. An employee may alternatively

choose to have workers compensation checks mailed directly to their home mailing address. When employees choose to have workers compensation checks mailed directly to them they have the option to either 1) use adequate accruals each payroll week to cover their portion of benefit premiums, or 2) write a check payable to the City of Augusta each month for their portion of benefit premiums.

If an employee is injured while performing a "hazardous duty" the provisions of Article 29 will apply.

## **ARTICLE 26 - UNIFORMS**

Section 1 - 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/her designee.

Section 2 - Allowance: Employees will receive a lump sum payment of \$750 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 \$200 will be paid. Employees on an extended leave of absence of six (6) or more weeks are not eligible to receive payment until they return to work. Employees who have tendered their resignation are not eligible for subsequent payments.

Section 3 - Appearance: 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.

Section 4 - Replacements: When any part of the uniform or issued equipment is worn out by reasonable use or has been damaged while on duty, a replacement shall be issued by the CITY upon presentation of the damaged or worn-out issue. If any loss or damage is caused by negligence or misuse, the employee may be required to replace the damaged item(s) at his/her own expense.

## **ARTICLE 27 - COURT-TIME PAY**

Any employee who is required to attend Court outside their regular work shift 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 between 1/1/95 and 6/30/19, 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.

In lieu of an education incentive of equal or greater value, employees who provide documentation showing they have completed a minimum of four (4) continuous years of active duty or military reservist service, shall, on a prospective basis, receive a five percent (5%) increase.

Tuition will be reimbursed for degree program courses taken in pursuit of above concentrations with prior authorization from the Chief of Police. Total reimbursement for the entire bargaining unit will not cost more than \$2,500 annually effective July 1, 2025. Reimbursement shall be made subject to the following conditions: reimbursement for tuition only; reimbursement for successful course completion with a minimum grade of C; reimbursement to be paid to employees; and the total reimbursement paid is to be evenly divided among successful participants by June 30 of each year. In cases where more requests for tuition reimbursement are submitted than funding allows, authorization will be granted in the order requests were received except that employees enrolling in an Associate's degree program will be granted priority over those enrolled in a Bachelor's program, and employees enrolling in a Bachelor's program will be granted priority over those enrolling in a Master's program.

## **ARTICLE 29 - INJURY IN LINE OF HAZARDOUS DUTY**

### **Section 1:**

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.

**Section 2:** Whenever a member of the Police Department is incapacitated from duty, because of injury sustained in the hazardous performance of his/her duty, he/she shall be entitled to leave with full pay without requiring the use of accruals, 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 Maine Public Employees Retirement System 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.

**Section 3:** The CITY agrees to reimburse the employee for the cost to repair or replace prescription eyeglasses, prescription sunglasses, or dentures damaged in the line of hazardous duty, as defined above, 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 fifty (\$50) dollars for loss or damage to a wristwatch, or up to \$200 for a smartwatch, damaged in the line of hazardous duty. With respect to personal mobile phones that are damaged or destroyed in the line of hazardous duty, if an employee has replacement insurance, the CITY will reimburse the deductible.

### **ARTICLE 30 - POLYGRAPH 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.

Section 2 – Discipline. 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.
- J) Dishonesty.

Section 3 - Substitution. The right to substitution shall be permitted providing, however, that permission to substitute shall be obtained from the Police Chief or designee. Requests for substitution shall be submitted at least five (5) days prior to the requested shift substitution. Exceptions from the required five-day submittal may be approved at the discretion of the Police Chief or designee. (No substitution shall be effected without proper authorization.)

### **ARTICLE 32 – ACCEPTANCE OF GIFTS**

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

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.

### **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 on 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, except when outside of the normal business hours of the office responsible for storing the records. 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 but shall not be permitted to remove any documents contained within without authorization. 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 and 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 years of 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 July 1, 2025, and shall remain in full force and effect until June 30, 2028. 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, 2028, and at least one hundred twenty (120) days before June 30, 2028 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 30 day of June, 2025.

CITY OF AUGUSTA

  
Jared Mills, City Manager

  
Witness

F.O.P. LODGE #003

  
Joel Wilkinson, F.O.P., Labor Specialist

  
Jason Cote, Steward