

AGREEMENT

Between

CITY OF BANGOR, MAINE

AND

**BANGOR POLICE COMMANDING OFFICERS
and
MAINE ASSOCIATION OF POLICE**

JULY 1, 2004

JUNE 30, 2007

TABLE OF CONTENTS

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

THIS AGREEMENT effective this First Day of July, 2004, THE CITY OF BANGOR, hereinafter referred to as the "THE CITY" and the **Maine Association of Police**, hereinafter referred to as the "UNION."

PREAMBLE

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

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

ARTICLE 1.

RECOGNITION

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

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

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

or

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

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

such deductions are made. Signed authorizations from the officers shall be furnished to the City by the Union. Dues may be canceled by any employee upon written notice to the Human Resources Manager and **Maine Association of Police** within thirty (30) days of the expiration of this Agreement.

Section 4. The Union shall indemnify and save the City harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and remitting the same to the Union pursuant to this Article.

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

Section 6. The first being to join as full members of the Union and be entitled, by that status, to participate in all Union functions, activities, and receive all benefits awarded by such membership.

Section 7. The second being not to join as full members of the Union, but to have an amount equal to eighty (80%) percent of the prevailing dues, as an agency fee, deducted from their wages by the employer and forwarded to the Local Union in the same manner as are regular dues for full members. Such agency fee is for services rendered by the Union on the employees behalf, such as, but not limited to, negotiating wages, benefits and conditions of employment, resolution of disputes arising from the bargaining agreement and protection of job security. If an employee initiates a proceeding seeking relief from, or exemption to, such agency fee, the Local Union shall continue to receive payments under this provision, however, the monies in question shall be held in escrow pending resolution. Such action for relief shall not be by method of the grievance procedure within this Agreement but by legal action solely the responsibility of that individual employee. It is understood that the implementation of such agency fee is not contrary to existing State or Federal Statute nor is it the intention of the parties, signatory to this Agreement, to violate any employees' legal rights. The Union agrees that an audit, having been completed, justifies the amount, based on a percentage, contained herein to be established as the applicable Agency Fee. Further, the Union agrees that at no time shall such fees, or any part thereof, be directed towards funds utilized in the internal political process of the Local Union or its' affiliates. The Union agrees to indemnify and hold the employer harmless against any and all claims, suits or orders or judgements brought or issued against the employer, as a result of any action taken, relating to the provisions of this Article.

ARTICLE 2.

DISCRIMINATION PROHIBITED BY EITHER PARTY

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

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

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

ARTICLE 3:

SENIORITY

Section 1. Seniority shall be determined by the length of full-time service from the officer's last date of promotion into the bargaining unit. A seniority list shall be established by the City listing all officers covered by this Agreement, with the employee with the greatest seniority in grade listed first. The seniority list shall be brought up-to-date on January 1st of every year and immediately posted thereafter on bulletin boards for a period of not less than thirty (30) days, and a copy of same shall be sent to the Union and to the Steward. Any objection to the seniority list, as posted, must be reported to the Chief of the Police Department within ten (10) days from the date posted or it shall stand as accepted.

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

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

Section 4. Whenever there is an opportunity for a Commanding Officer to attend

any school sponsored by the Police Department, notice of such school shall be posted at the earliest possible date providing the Department has received timely notice of the school by the provider.

ARTICLE 4.

DUTIES

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

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

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

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

ARTICLE 5.

WORK WEEK

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

ARTICLE 6.

OVERTIME

Section 1. All officers covered by this Agreement shall receive one and one-half (1 ½) times their regular hourly rate for all hours worked in excess of the regular scheduled work day, or in excess of forty (40) hours in a payroll week.

Section 2. For the purpose of this Article, "hours worked" shall include those hours spent by the Officers on regular duty, **sick leave** funeral leave, annual leave days and eight (8) or ten (10) hours of holiday pay, whichever is applicable (Article 12,

Section 2) if the Officer works the holiday.

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

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

ARTICLE 7.

PRIVATE SERVICES

Section 1. Officers who work on any outside private service, including but not limited to, dances, games, conventions and private functions shall be **One hundred and fifty (\$150.00)** for up to four (4) hours for each tour of duty. Hours in excess of four (4) hours in any one private extra shall be paid **Thirty seven Dollars and fifty cents (\$37.50)** hourly effective upon contract ratification.

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

1. New Year's Day
2. Thanksgiving Day
3. Christmas Day
4. Fourth of July
5. Memorial Day
6. Labor Day

7. The Day After Thanksgiving

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

ARTICLE 8.

COURT TIME and DMV Hearings

Section 1. Any Officer covered by this Agreement who is required to attend Court **or D.M.V. hearings** outside of his/her regular work shift shall receive a minimum of three (3) hours of pay for **Court time and four (4) hours for D.M.V. hearings.** No Court time shall be allowed to any such Officer who has been notified that his/her presence is not needed prior to the end of his/her shift on the day preceding a scheduled court attendance. If he/she is required to stay in attendance at such Court for more than three (3) hours, in any one day, he/she shall be paid for the actual hours spent that day. Provided, however, that any and all fees, compensation or

allowances, to which any Officer is or would be entitled to for such Court time, as provided for by statute or Court Order, shall be turned over and paid to the City, and not retained by the Officer.

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

ARTICLE 9.

PERSONAL EFFECTS ALLOWANCE

The budget of the Police Department each year shall have an account to be known as the Personal Effects Account. Each member of the Bargaining Unit shall be reimbursed for the replacement cost of personal effects that shall be damaged, destroyed, or lost in the performance of duty, providing such damages, destruction, or loss and satisfactory evidence thereof is reported within seventy-two (72) hours of actual knowledge thereof. This Article does not apply to unnecessary expensive items.

ARTICLE 10.

CLOTHING

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

Section 2. "Plain Clothes" Officers shall receive from the City an allowance of **Seven Hundred Dollars** per year **effective 07/01/04, 07/01/05 and 07/01/06** to purchase and maintain their clothing used in the line of duty.

Section 3. Officers will receive from the City an allowance of **three hundred and twenty five dollars (325.00) effective 07/01/04, three hundred and fifty dollars (350.00) effective 07/01/05 and three hundred and fifty dollars effective 07/01/06** a year for footwear and uniform maintenance used in the line of duty. This allowance will be paid the second pay period in January.

ARTICLE 11.

VACATION

Section 1. Officers who have been on the City's payroll for one or more consecutive years shall be entitled to two (2) weeks vacation with pay each year.

Officers with six (6) years of continuous service shall begin to accumulate three (3) weeks of vacation. Officers with eleven (11) years of continuous service shall begin to accumulate three and one half (3 1/2) weeks of vacation. Officers with fifteen (15) years of continuous service shall begin to accumulate four (4) weeks of vacation.

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

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

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

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

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

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

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

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

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

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

ARTICLE 12.

HOLIDAYS

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

- | | |
|---------------------|-------------------------------------|
| 1. New Year's Day * | 5. Thanksgiving Day |
| 2. Memorial Day | 6. Friday Following
Thanksgiving |
| 3. Independence Day | 7. Christmas Day * |
| 4. Labor Day | |

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

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

Section 3. In lieu of Martin Luther King Jr. Day, Washington's Birthday, Patriot's Day, Columbus Day and Veteran's Day, Officer shall be entitled to a vacation of seventy five (75) hours in addition to their regular vacation.

Section 4. An employee in the Detective Division or the Services Division may choose to work, be assigned to work or take the holiday off.

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

ARTICLE 13.

SICK LEAVE

Section 1. Sick leave shall be accrued at the rate of one hundred twenty (120) hours per year, accumulative to nine hundred and sixty (960) hours.

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

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

must be presented within forty-eight (48) hours after the Officer returns to work.

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

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

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

Section 7. Officers must notify the Chief of Police, his Assistant, or the CO in charge of the shift, as early as possible, but in any case no less than one (1) hour prior to starting time, one-half (1/2) hour before beginning of the day shift, in order to draw sick leave benefits, unless a shorter time is approved by the Chief.

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

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

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

Section 11. Effective July 1, 1998, Officers completing six (6) consecutive months of employment (January 1 to June 30 or July 1 to December 31) without using any sick leave under any provisions of Article 13 will be granted one (1) sick leave bonus day. Sick leave bonus days may accumulate to three (3) days and shall not be charged against the employee as sick leave. **Sick Leave Bonus Days may be used as guaranteed annual leave days.**

ARTICLE 14.

BEREAVEMENT LEAVE

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

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

ARTICLE 15.

MILITARY LEAVE

Military leave shall be granted to members of the Department for annual military training. Personnel on annual military training shall be paid the difference between their military pay and what their City pay would have been. Military pay shall include the individual's pay; plus subsistence and quarters. The individual shall submit itemized listings of the above which shall be signed by his Commanding Officer or Human Resources Manager. Military pay shall be limited to two (2) work weeks per calendar year.

ARTICLE 16.

COMPENSABLE INJURIES

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

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

the Officer will report his status to the Chief or his designee. The status report will be a new attending physician's statement.

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

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

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

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

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

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

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

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

Section 11. Employees who are injured on the job and who are eligible to receive Workers' Compensation benefits shall receive no more than their normal full net pay for any pay period.

Section 12. After three (3) years from the date of initial injury, the employee shall be examined by a physician mutually acceptable to the City and to the employee for the purpose of determining if the employee will regain the ability to perform the

normal duties of the position for which he was hired. If the physician determines that the employee will not be able to return to his normal duties, then the employee shall apply for disability retirement or shall retire, if eligible to receive a retirement pension, whichever shall first occur. This section shall apply to any injury which occurs after July 1, 1994.

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

In the event that the officer becomes employed on a part-time basis the City will only be obligated to pay for 50% of the City's share of the health insurance premium. The officer must notify the City if there is any change in his/her employment status.

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

ARTICLE 17.

MEDICAL EXAMINATIONS

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

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

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

Section 4. In the event of disagreement between the doctor selected by the City

and the doctor selected by the Officer, the City and the Union shall together select a third doctor to re-examine the Officer. The third doctor's opinion shall be final.

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

Section 6. If possible, medical examinations shall be scheduled during the Officer's working hours. If such examinations are scheduled outside of the Officer's scheduled working hours, the Officer shall receive two (2) hours pay at the applicable hourly rate for each examination required by the City.

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

ARTICLE 18.

MEDICAL INSURANCE

Section 1. Effective July 1, 2004, the City and the employees will pay for BC/BS plan 200% UCR - \$200 Major Medical with CM and FSSO or the HMO by the following weekly costs:

Weekly 2004 - 05

<u>BC/BS</u>	<u>City Share</u>	<u>Employee Share</u>	<u>Total Cost</u>
	<u>7-1-04</u>	<u>7-1-04</u>	<u>7-1-04</u>
Family, 2 Persons	<u>\$188.11</u>	<u>\$62.71</u>	<u>\$250.82</u>
Single Parent	<u>132.01</u>	<u>38.33</u>	<u>170.34</u>
Single	<u>80.94</u>	<u>20.23</u>	<u>101.17</u>
+19	0	0	0
 <u>HMO</u>			
Family, 2 Persons	<u>\$188.11</u>	<u>\$101.51</u>	<u>\$289.62</u>
Single Parent	<u>132.01</u>	<u>59.47</u>	<u>191.48</u>
Single	<u>80.94</u>	<u>28.47</u>	<u>109.41</u>
+19	0	0	0

Blue Choice Plan		Total Cost
City Share	Employee Share	
Family 2 Person	\$163.01	\$217.35
Single Parent	112.84	145.60
Single	67.84	84.80
+19	0	0

Section 2. For the July 1, **2005** to June 30, **2007** year, contribution rates shall be established by the following formula.

Traditional BC/BC Plan

	Employer %	Employee %	Total %
Family, 2 Persons	75.0	25.0	100
Single, Parent	77.5	22.5	100
Single	80.0	20.0	100
+19	0	0	0

The City contribution for the HMO will be limited to the same amount contributed to the traditional BC/BS.

Section 3. The City's contribution to health insurance effective after 6-30-07 will be limited to one-half (1/2) of the increased cost of the traditional health insurance plan unless negotiated otherwise.

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

Section 5. The City maintains the right to change insurance companies or to self-insure health insurance coverage benefits provided the coverage or benefits are ratified by the Union.

Section 6. Effective 07/01/04 employees may choose to be enrolled in the Anthem Blue Choice Preferred Provider Plan.

ARTICLE 19.

LAY OFF

In the event of a reduction of personnel in the bargaining unit, permanent Officers shall

be demoted in inverse order of length of service in their classification. The demoted Officers with the greatest length of service shall be reinstated first.

ARTICLE 20.

PROBATION PERIOD

Section 1. All promotions shall be made for a probationary period of one (1) year and all appointees retained in service after completion of such probation shall be deemed permanent officers. Probationary officers shall be subject to the provisions of this agreement; however, the City shall have the right to return to the last permanent grade without compliance with the terms of this Agreement.

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

ARTICLE 21.

INDEMNIFICATION AND LEGAL SERVICES

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

ARTICLE 22.

GRIEVANCE PROCEDURE

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

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

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

A. The steward, with or without the Officer, shall take up the grievance in dispute in writing with the Chief of Police within ten (10) days after the date of the grievance or of the Officer's knowledge of its appearance. The Chief of Police shall

attempt to adjust the matter and shall render his decision to the steward in writing within ten (10) calendar days.

B. If said grievance has not been settled, it shall be presented in writing to the City Manager and/or Human Resources Manager within twenty (20) calendar days after the Chief of Police's decision is rendered. The City Manager and/or the City Manager's designee shall render the decision to the Steward and the Union business agent in writing within the twenty (20) calendar days after presentment to him. The Manager and/or his designee shall meet with the Union business agent in an effort to resolve the grievance.

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

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

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

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

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

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

ARTICLE 23.

DISCIPLINARY HEARINGS

Section 1. Any disciplinary action by the Chief of Police, or the Acting Chief, against any member of the Bangor Police Department covered by this Agreement shall occur within ten (10) days or ten (10) days of the termination of the investigation the incident upon any charge of violation of department rules, inefficiency, incompetence, misconduct, negligence, insubordination, disloyalty, or other charge. In cases where the nature of the alleged violation warrants immediate emergency suspension, the Officer will not be suspended for more than one (1) day by his/her superior. The Officer may be suspended with the understanding that if he/she is later found innocent

of the allegations he/she will be paid for all time during which he/she was suspended.

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

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

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

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

Section 6. A citizen's noncriminal complaint against a member or employee shall be directed to his Commanding Officer. If it is not resolved at this level, it shall be referred to the Chief of Police. A criminal complaint shall be referred to the Chief of Police. The complainant shall be required to file a formal written sworn statement concerning the allegation. Any investigation into a criminal matter shall be governed by the applicable Maine State Statutes. A juvenile making an allegation against a Police Officer must be accompanied by his/her parent or legal guardian when making the formal complaint. A copy of the investigator's report of a noncriminal allegation shall be given to the Officer alleged to be involved. The Chief or designee reserves the right to assign specialists who have advanced law enforcement technical specialties, who will aid in the investigations but shall only report their findings to the Chief, provided that no member of the administration has the same current law enforcement technical specialty.

ARTICLE 24.

STRIKES AND LOCKOUTS PROHIBITED

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

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

ARTICLE 25.

STEWARDS

Section 1. The City recognizes the right of the Union to designate a Steward and an alternate who must be members of this bargaining unit. The Steward and alternate Stewards of the Union shall be allowed time off with pay for official Union business with representatives of management upon appointment, if there is sufficient manpower available to cause no interference with departmental operations. Stewards of the Union shall be allowed time off with pay during their regular work or shift hours to investigate grievances or to attend grievance hearings if approved by the Chief or Designee. The Chief Steward or alternate shall be allowed up to three (3) days off a year with pay to attend Union Training School if approved by the Chief.

Section 2. No time off or leave of absence shall be permitted under this Article unless the Chief or his Designee determines there is sufficient manpower available for normal departmental operations.

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

ARTICLE 26.

BULLETIN BOARDS

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

ARTICLE 27.

RETIREMENT

Section 1. The City shall continue to provide a retirement benefit pursuant to 5

MSRA, §18453 (2) of one-half (1/2) average final compensation after twenty (20) years of service for employees hired on or before December 31, 1979.

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

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

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

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

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

Section 6. The City will establish a Retirees Medical Savings Account for each officer. The City will fund the initial contribution in the amount of one hundred and fifty (150.00) dollars. Enrollment in this plan will be coordinated through the City's Human Resource Department. As discussed during negotiations, subsequent contributions to this Account for the

07/01/06 and 07/01/07 contract years will be negotiated upon request of the Union. Upon retirement an employee may elect to insert their accrued vacation and one third (1/3) of their accrued sick leave up to the maximum allowable amount in their medical savings account. The City must be provided with a sixty (60) day prior notice.

ARTICLE 28.

WORK RULES

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

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

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

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

ARTICLE 29.

MANAGEMENT RIGHTS

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

ARTICLE 30.

SAVINGS CLAUSE

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

ARTICLE 31.

LIE DETECTOR TEST

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

ARTICLE 32.

DEFECTIVE EQUIPMENT

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

ARTICLE 33.

JURY DUTY

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

Section 2. For purposes of this Article, all actual jury attendance shall be considered duty time, provided, however, that all compensation to which the Officer would be entitled for such jury duty be turned over and paid to the City unless the Officer is empanelled for more than eight (8) hours in any one day, in which case he/she shall retain that day's jury fee.

ARTICLE 34.

LEAVE OF ABSENCE

Section 1. Any Officer may apply in writing to the Chief of Police for a leave of absence. Such application shall state the purpose and desired duration of the

requested leave. The City shall follow the provisions of the Family and Medical Leave Act of 1993.

Section 2. The Chief of Police may grant leaves of absence; however, such leave shall be without pay or benefits, except that the employee may continue life and health insurance coverage at no cost to the City, and effects on the employee's retirement shall be governed by the Maine State Retirement System.

Section 3. An Officer cannot be gainfully employed while on a leave of absence.

ARTICLE 35.

WAGES

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

Section 1A.

Effective July 1, 2004 wages will be adjusted 2 1/2% retroactive to July 1, 2004.
Effective July 1, 2005 wages will be adjusted by 2%.
Effective July 1, 2006 wages will be adjusted by 2%.

Section 2. Upon the anniversary date for pay purposes, employees shall be eligible to be advanced to a higher step in their rate range. Progression to a higher pay rate, as outlined in Appendix A, shall not be automatic but based on a performance rating in accordance with the Performance Evaluation Manual dated February 1990 and adopted by the City Council on February 12, 1990, by Council Order 90-06.

Section 3. **Commanding officers assigned to the Detective Division shall receive a three percent (3%) differential above the top step of current classification within their rank.**

Section 4. Officers will be paid weekly.

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

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

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

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

Section 9. If no Lieutenant is on duty the Senior Sergeant assuming the duties of the Lieutenant within the unit will be assigned the duties of Acting Lieutenant; if the Sergeant performs these duties over four (4) hours, he/she will be compensated by receiving effective 07/01/04 two dollars and fifty cents (\$2.50) per hour for all hours worked as the Acting Lieutenant.

Section 10. Effective July 1, 2004, Educational Incentive for an Associate Degree will be \$425 per year (.2043/hr), Bachelors Degree will be \$625 per year (.3005/hr), and Masters Degree will be \$725 per year (.3486/hr). These incentives are not cumulative.

Section 11. Effective July 1, 2005 Educational Incentives for an Associates Degree will be \$450 per year (.2163/hr), Bachelors Degree \$650 per year (.3125/hr) and Masters Degree \$750 per year (.3606/hr). These incentives are not cumulative.

Section 12. Effective July 1, 2006 Educational Incentives for an Associates Degree will be \$500 per year (.2404/hr), Bachelors Degree \$700 per year (.3365/hr) and Masters Degree \$800 per year (.3846/hr). These incentives are not cumulative.

Section 13. Effective July 1, 2004 employees who have completed two (2) years of continuous military service and have received an honorable discharge, and who do not qualify for an educational incentive of equal or greater value described in Section 10, 11 or 12 of this Article, shall receive \$425 per year (.2043/hr). Employees who have completed four (4) years continuous military service and have received an honorable discharge, and who do not qualify for an educational incentive of equal or greater value described in Section 10, 11 or 12 of this Article, shall receive \$625 per year (.3005/hr).

Section 14. Effective July 1, 2005 employees who have completed two (2) years of continuous military service and have received an honorable discharge, and who do not qualify for an educational incentive of equal or greater value described in Section 10, 11 or 12 of this Article, shall receive \$450 dollars per year (.2163)/hr). Employees who have completed four (4) years of continuous military service and have received an honorable discharge, and who do not qualify for an educational incentive of equal or

greater value described in Section 10, 11 or 12 of this Article, shall receive \$650 dollars per year (.3125/hr).

Section 15. Effective July 1, 2006 employees who have completed two (2) years of continuous military service and have received an honorable discharge, and who do not qualify for an educational incentive of equal or greater value described in Section 10, 11 or 12 of this Article, shall receive \$500 dollars per year (.2404/hr). Employees who have completed four (4) years of continuous military service and have received an honorable discharge, and who do not qualify for an educational incentive of equal value described in Section 10, 11 or 12 of this Article, shall receive \$700 dollars per year (.3365/hr).

Section 16. Employees who wish to supplement their education by taking job related courses may do so at the City's expense with the advance written approval of the Chief of Police and the Human Resources Manager. Approval will be subject to the availability of funds. Courses may not be taken during normal working hours unless authorized by the Chief of Police and the Human Resources Manager. Reimbursement for the cost of such courses shall be made by the City only after the courses are satisfactorily completed. Time spent in elective training will not be considered "hours of work" and shall not be compensable.

Section 17. Effective 07/01/05, commanding officers assigned to supervise the Special Response Team, Bomb Technicians, Robot Operators, Hostage Negotiators and the K-9 Coordinator and who are not receiving the three percent (3%) Detective adjustment, shall receive two percent (2%) in addition to the wage scale outlined in Section 1 of this Article. Officers performing more than one of the above listed functions are limited to the two percent (2%) adjustment.

ARTICLE 36.

TRAINING

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

Section 2. Training will be scheduled when employees are off duty and

employees will be paid one and one-half (1.5) times their regular hourly rate for each hour in attendance.

ARTICLE 37.

TERM OF AGREEMENT

THIS AGREEMENT between the City and the Union became effective July 1, **2004** and shall continue in full force and effect until June 30, **2007**.

UNION:

CITY:

Maine Association of Police

CITY OF BANGOR, MAINE

BY: William McKinley 3/17/05
William McKinley Date
Representative

BY: Edward A. Barrett 3-2-05
Edward A. Barrett Date
City Manager

BY: Robert Bishop 2/22/05
Robert Bishop Date
Steward

BY: Robert W. Farrar 3-2-05
Robert W. Farrar Date
Assistant City Manager

BY: Steve W. Hunt 2.25.05
Steve Hunt Date
Steward

BY: Donald J. Winslow 2/22/05
Donald J. Winslow Date
Police Chief

BY: James R. Hodges 2/22/05
James Hodges Date
Steward

BY: Harry R. Courtois 3/5/05
Harry R. Courtois Date
Labor Relations Officer

SIDELETTER AGREEMENT
Training for Commanding Officers

The City of Bangor and Local 340 representing Commanding Officers at the Bangor Police Department do hereby agree to the following terms and conditions in the form of a Sideletter to the Collective Bargaining Agreement between the City and Local 340 which is effective from July 1, 2004 to June 30, 2007.

1. The intent of this Sideletter is to further clarify Article 36, Training, of the Collective Bargaining Agreement between the City and the Union.
2. In addition to Article 36, the parties agree that:
 - A. Topics for training shall include but shall not be limited to:

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

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

This Document constitutes the full and complete understanding between the parties and signature below indicates acceptance by each party.

UNION:

CITY:

Maine Association of Police

CITY OF BANGOR, MAINE

BY: William McKinley 2/12/05
William McKinley Date
Representative

BY: _____
Edward A. Barrett Date
City Manager

BY: Robert Bishop 2/22/05
Robert Bishop Date
Steward

BY: _____
Robert W. Farrar Date
Assistant City Manager

BY: Steven W. Hunt 2-28-05
Steve Hunt Date
Steward

BY: Donald J. Winslow 2/22/05
Donald J. Winslow Date
Police Chief

BY: James Hodges 2/22/05
James Hodges Date
Steward

BY: Harry R. Courtois 3/3/05
Harry R. Courtois Date
Labor Relations Officer

POLICE COMMAND 2004

	1	2	3	4	5	6	7	8	9	10	11
LIEUTENANTS	20.30	21.23	21.71	22.20	22.71	23.22	23.75	24.29	24.85	25.41	26.04
SERGEANTS	17.63	18.03	18.42	18.84	19.25	19.69	20.12	20.58	21.04	21.54	22.05

Effective July 1, 2004

POLICE COMMAND 2005

	1	2	3	4	5	6	7	8	9	10	11
LIEUTENANTS	20.71	21.65	22.14	22.64	23.16	23.68	24.23	24.78	25.35	25.92	26.56
SERGEANTS	17.98	18.39	18.79	19.22	19.64	20.08	20.52	20.99	21.46	21.97	22.49

Effective July 1, 2005

POLICE COMMAND 2006

	1	2	3	4	5	6	7	8	9	10	11
LIEUTENANTS	21.12	22.08	22.58	23.09	23.62	24.15	24.71	25.28	25.86	26.44	27.09
SERGEANTS	18.34	18.76	19.17	19.60	20.03	20.48	20.93	21.41	21.89	22.41	22.94

Effective July 1, 2006

REVISION
MEDICAL SAVINGS ACCOUNT
2005 - 2006 CONTRACT YEAR
POLICE Command & Patrol Units

ARTICLE 13.

SICK LEAVE

Section 12. Effective July 1, 1998 Officers completing six (6) consecutive months of employment (January 1 to June 30 or July 1 to December 31) without using any sick leave under any provisions of Article 13 will be granted one (1) sick leave bonus day. Sick leave bonus days may accumulate to three (3) days and shall not be charged against the employee as sick leave. Sick leave bonus days may not be used to substitute for disciplinary action and must be taken in full day increments. Sick leave bonus days may be used as guaranteed annual leave days as described in Article 11, Section 9.

Section 12A. At the employee's option, the sick leave bonus day's cash value may be deposited in the employees Medical Savings Account.

ARTICLE 27.

RETIREMENT

Section 6. The City will establish a Retirees Medical Savings Account for each patrol officer. The City will fund the initial contribution in the amount of one hundred and fifty (150.00) dollars. Enrollment in this plan will be coordinated through the City's Human Resource Department. As discussed during negotiations, subsequent contributions to this Account for the 07/01/05 and 07/01/06 contract years will be negotiated upon request of the Union. Upon retirement an employee may elect to insert their accrued vacation and one third (1/3) of their accrued sick leave up to the maximum allowable amount in their medical savings account. The City must be provided with a sixty (60) day prior notice.

Section 6A. The City will deposit fifty dollars (\$50.00) in each participants account for the 2005 and 2006 contract year. This fifty dollar (\$50.00) deposit will take place on or about January 1, 2006 for the current year and the fifty dollar (\$50.00) for the 2006 contact year will be deposited on or about July 1, 2006.

William C. McKim
For the Union

Date 11/29/05

[Signature]
For the City

Date 11/27/05