

**AGREEMENT**

**Between**

**CITY OF BANGOR, MAINE**

**AND**

**PATROL OFFICERS  
BANGOR POLICE DEPARTMENT**

**MAINE ASSOCIATION OF POLICE**

**JULY 1, 2007**

**JUNE 30, 2010**

TABLE OF CONTENTS

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

THIS AGREEMENT effective this First Day of July, 2007, 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 Officers.

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 Police Officers (Class 433) 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, agency fees, fair share fees or service 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 American's 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 permanent hire within 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 listed first. The seniority list shall be brought up-to-date on or about 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 provided 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 and vacation, and shall be a factor in consideration of matters affecting transfers and work shifts.

Section 3. All permanent job openings and/or vacancies shall

be posted by the City for bid by the police officers 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 4. Whenever there is an opportunity for Police Officers to attend any school sponsored by the Police Department, notice of such school shall be posted at the earliest possible date.

#### ARTICLE 4.

##### DUTIES

Section 1. The duties of the Police 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. Police 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. The employees covered by this Agreement are Police Officers (Class 433). The City agrees not to assign persons from outside of the bargaining unit to perform Police Officer's work when any officer is available, except in an emergency.

Section 4. Police Officers shall not be required to perform the duties of a dispatcher except in an emergency.

Section 5. In the event an Officer is assigned to the Maine Drug Enforcement Agency or other City approved Task Force(s), 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 6. For the term of the Agreement, Parking Control employees may perform their current duties (ticketing, booting, and posting special parking conditions) to assist officers to perform parking control in shopping centers including the Bangor Mall from 7:00 a.m. to 9:30 p.m. daily (assisting means performing parking duties without the presence of a police officer).

ARTICLE 5.

WORK WEEK

Section 1. The City agrees to consider any proposal submitted by the Union for an alternate workweek and rotation system provided that such proposal allows the City to schedule the officers on a forty (40) hour workweek. The workweek will consist of forty (40) hours. Days off will be consecutive or in accordance with the four (4) day workweek schedule, whichever is applicable. The current work schedule shall remain in effect, however, any new workweek schedule introduced during a calendar year will remain in effect for the balance of the calendar year.

Section 2. The workweek shall consist of forty (40) hours of work. Scheduled workday will consist of either four (4) ten (10) hour days or five (5) eight hour days. Patrol shifts shall be posted 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. The "regular hourly rate" shall be determined by dividing forty (40) into the total of the Officer's individual base weekly salary.

Section 3. 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 on the holiday.

Section 4. 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 5. All overtime will be assigned and approved by a Commanding Officer.

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 paid effective 07/01/07 one hundred and (\$144.00), 07/01/08 one hundred and forty eight (\$148.00) and 07/01/09 one hundred and fifty two (\$152.00) for up to a minimum of four (4) hours for each tour of duty. Hours in excess of four (4) hours in any one private extra shall be paid as follows, effective 07/01/07 thirty six (\$36.00) dollars, effective 07/01/08 thirty seven dollars (\$37.00) and 07/01/09 thirty eight dollars (\$38.00) hourly. This is not retroactive to 07/01/07.

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   | 4. Fourth of July |
| 2. Thanksgiving Day | 5. Memorial Day   |
| 3. Christmas Day    | 6. Labor Day      |

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

Section 4. The parties understand that the City has the right to refuse any request for Private Service extras if there is not a sufficient number of officers available.

#### ARTICLE 8.

##### COURT TIME Or D.M.V. 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 for such attendance. 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 Six Hundred Dollars Six Hundred and fifty Dollars (\$650.00) per year to purchase and maintain their clothing used in the line of duty. The training officer shall receive from the City an allowance of three hundred and twenty-five (\$325.00) dollars per year to purchase and maintain his/her clothing used in the line of duty.

Section 3. Police Officers will receive from the City Three Hundred and fifty Dollars (\$350.00) allowance 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 ½) weeks of

vacation. Officers with fifteen (15) years of continuous service shall begin to accumulate four (4) weeks of vacation.

Section 2. Officers with twenty (20) years of continuous service shall begin to accumulate 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. 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 of four (4) or five (5) days whichever is applicable.

Section 5. With the approval of the commanding officer vacation days shall be granted upon request if the necessary personnel are available as of the end of the officer's last shift proceeding the requested day(s) off.

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, provided the Officer has completed one (1) full year of continuous 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 Police Officers be forced to take a vacation day.

Section 9. With the permission of the Chief or his designee, Officers will be allowed to take six (6) Guaranteed Annual Leave Days (GALD) per contract year. GALD's will be granted on a first come first serve basis, limited to two (2) officers per shift, per day. GALD's will not be granted on paid holidays as indicated in Article 12, Section 1.

Section 10. Vacations are limited to no more than four (4)

officers assigned to the Patrol Division.

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<br>Thanksgiving |
| 3. Independence Day | 7. Christmas *                      |
| 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 Police 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 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 stepchildren, 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 critical.

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 ( $\frac{1}{2}$ ) 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 retirement 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 ( $\frac{1}{3}$ ) 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 a Police Officer is capable of and found other work in the Department.

Section 11. The City shall follow the provisions of the Family and Medical Leave Act of 1993.

Section 12. 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.

#### 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, brother-in-law, sister-in-law, 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, grandparents-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. Refer to 7.10.5 of the Personnel Rules and Regulations.

#### 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) workweeks 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 police 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 accomplish. 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 Police Department 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 a Police 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 paycheck upon written permission from the doctor that he is capable of performing his/her regular duties or other work within the Department.

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

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

#### 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. Medical examinations shall be scheduled during the Officer's working hours, as much as possible. 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 cost will be paid by the City.

ARTICLE 18.

MEDICAL INSURANCE

Section 1. Effective July 1, 2007, 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 2007 - 2008

<u>BC/BS</u>	<u>City Share</u>	<u>Employee Share</u>	<u>Total Cost</u>
	<u>07/01/07</u>	<u>07/01/07</u>	<u>07/01/07</u>
Family, 2 Persons	\$279.72	\$150.69	\$430.41
Single Parent	193.64	98.69	292.33
Single	116.41	57.20	173.61
+19	0	0	0

HMO

Family, 2 Persons	\$279.72	\$217.27	\$496.99
Single Parent	193.64	134.94	328.58
Single	116.41	71.34	187.75
+19	0	0	0

Blue Choice Plan

	<u>Total cost</u>	<u>City Contribution</u>	<u>Employee Contribution</u>
<u>Family 2 Person</u>	\$372.96	\$279.72	\$93.24
<u>Single Parent</u>	249.96	193.64	56.21
<u>Single</u>	145.52	116.41	29.11
<u>+19</u>	0	0	0

Section 2. For the July 1, 2008 to June 30, 2009 year, contribution rates shall be established by the following formula. The City Contribution for the HMO Plan will be limited to the same amount contributed to the traditional BC/BS plan.

Traditional BC/BS Plan

	<u>Employer %</u>	<u>Employee %</u>	<u>Total %</u>
Family, 2 Persons	75.0	25.0	100
Single, Parent	77.5	22.5	100
Single	80.0	20.0	100
+19	0	100.0	100

Section 3. The City's contribution to health insurance effective after 6-30-2010 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 January 1, 2008, the basic health insurance plan shall be the Cigna Open Access Plan (OAP 90% Plan) (former Anthem PPO Blue Choice Plan) with the City and employee contributing the following amounts:

01/01/08 Health Insurance Rates

	<u>Employee</u>	<u>Employer</u>	<u>Total</u>
<u>Open Access Plus - In 100%</u>			
<u>Family, 2 person</u>	<u>151.86</u>	<u>252.13</u>	<u>403.99</u>
<u>Single Parent</u>	<u>93.80</u>	<u>170.35</u>	<u>264.15</u>
<u>Single</u>	<u>51.94</u>	<u>103.44</u>	<u>155.38</u>
<u>Open Access Plus 80%</u>			
<u>Family, 2 person</u>	<u>141.19</u>	<u>252.13</u>	<u>336.17</u>
<u>Single Parent</u>	<u>86.82</u>	<u>170.35</u>	<u>257.17</u>
<u>Single</u>	<u>47.84</u>	<u>103.44</u>	<u>151.28</u>

Open Access Plus 90%

<u>Family, 2 person</u>	<u>84.04</u>	<u>252.13</u>	<u>336.17</u>
<u>Single Parent</u>	<u>49.46</u>	<u>170.35</u>	<u>219.81</u>
<u>Single</u>	<u>25.86</u>	<u>103.44</u>	<u>129.30</u>

These rates shall remain in effect for calendar year January 1, 2008 through December 31, 2008.

Section 7. Contribution rates for health insurance for 2009 and 2010 shall be established by the following formula based upon the Open Access Plus 90% Plan.

Open Access Plus 90% Plan

	<u>Employers%</u>	<u>Employees%</u>	<u>Total</u>
<u>Family, 2 person</u>	<u>75.00</u>	<u>25.0</u>	<u>100.0</u>
<u>Single Parent</u>	<u>77.5</u>	<u>22.5</u>	<u>100.0</u>
<u>Single</u>	<u>80.0</u>	<u>20.0</u>	<u>100.0</u>
<u>+19</u>	<u>0</u>	<u>0</u>	<u>0</u>

Section 8. The City's contribution to health insurance effective January 1, 2011 and thereafter will be limited to one half (1/2) of the increased cost of the Open Access Plus 90% Plan unless negotiated otherwise.

Section 9. 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 10. The City maintains the right to change insurance companies or self-insure health insurance benefits provided that the coverage or benefits are ratified by the Union.

ARTICLE 19.

LAY OFF

In the event of a layoff of personnel in the bargaining unit, permanent Officers shall be demoted in inverse order of length of service in their classification. The laid-off Officers with the greatest length of service shall be rehired first. No new Officer shall be hired until all laid-off Officers have been given an opportunity to return to work. It shall be the responsibility of any laid-off employee to keep the City apprised as to his/her address for the purpose of notification pursuant to this Article.

The City's responsibility to recall employees on layoff shall be limited to twenty-four (24) months from the original date of layoff.

## ARTICLE 20.

### PROBATION PERIOD

All appointments shall be made for a probationary period of twelve (12) months and all appointees retained in service after completion of such probation shall be deemed permanent officers. The probationary period will commence at date of hire for Officers that have graduated from the Maine Criminal Justice Academy before date of hire. The probationary will commence on the date first worked after graduation from the Maine Criminal Justice Academy for officers that had not graduated at date of hire. Probationary officers shall be subject to the provisions of this Agreement with the following two exceptions:

- A. The City shall have the right to terminate, without compliance with the terms of this Agreement, the employment of any such new officer within twelve (12) months from the commencement of the probation period.
- B. Officers while on probation will be subject to duty and shift transfers as deemed necessary for their training or for department needs.

## 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 twenty (20) 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 twenty (20) 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 twenty (20) 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 American Arbitration Association.

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

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

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

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

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

#### ARTICLE 23.

#### DISCIPLINARY HEARINGS

Section 1. Any disciplinary action by the Chief of Police, or the Deputy Chief, against any member of the Bangor Police

Department covered by this Agreement shall be taken within twenty (20) working days of the Chief's first knowledge of the incident including any violation of department rules, inefficiency, incompetence, negligence, insubordination, disloyalty, or other misconduct. 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.

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

Section 2. The member so charged shall have the right to be accompanied by legal counsel at the hearing as well as by a fulltime 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 or Deputy 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 or Deputy 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 investigator Chief or Deputy Chief shall inform the employee in writing that an official investigation is being conducted and indicate the nature of the allegation which is the cause of the investigation. The complainant shall be identified. If 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 Chief or Deputy Chief.

Section 6. A citizen's noncriminal complaint against a member or employee shall be directed to the Chief or Deputy Chief. If it is not resolved at this level, it shall be referred to the Chief of Police. A criminal complaint shall be referred to the Chief of Police. 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. In order to provide an objective, unbiased, fair investigation, and to conform to the past practice and custom, no patrolman shall investigate another patrolman. The Chief or Deputy Chief reserves the right to assign specialists who have advanced law enforcement technical specialties, who will aid in the investigations but shall only report their findings to the Chief, provided that no member of the administration has the same current law enforcement technical specialty.

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

#### ARTICLE 24.

##### STRIKES AND LOCKOUTS PROHIBITED

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

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

#### ARTICLE 25.

##### STEWARDS

Section 1. The City recognizes the right of the Union to designate Stewards and an alternate who must be members of this bargaining unit. The Steward and alternate Stewards of the Union shall be allowed time off with pay for official Union business with

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

Section 2. No time off or leave of absence shall be permitted under this Article 25 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 longterm 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 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 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 7. In the event a police officer 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 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; new officers shall be provided with a copy of the rules at the time of hire.

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.

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.

ARTICLE 35.

WAGES

Section 1. Wages for each Officer on the payroll the effective date of this Agreement shall be pursuant to the following schedule. (Progression from one step to the next step shall not be automatic but based on an annual performance rating and a recommendation from the Chief of Police. A satisfactory level of performance by the Officer is sufficient to warrant a merit increase).

	<u>STEP</u>	<u>July 1, 2007</u>	<u>July 1, 2008</u>	<u>July 1, 2009</u>
INCREASE		<u>3 %</u>	<u>3 ¼ %</u>	<u>3 ¼ %</u>
<u>Start</u>		<u>632.00</u>	<u>652.40</u>	<u>673.60</u>
After 1 year	A	<u>700.80</u>	<u>723.60</u>	<u>747.60</u>
After 2 years	B	<u>718.40</u>	<u>742.00</u>	<u>766.00</u>
After 3 years	C	<u>736.40</u>	<u>760.00</u>	<u>784.00</u>
After 4 years	D	<u>754.80</u>	<u>779.20</u>	<u>804.80</u>
After 5 years	E	<u>773.60</u>	<u>798.80</u>	<u>824.80</u>
After 6 years	F		<u>818.80</u>	<u>845.20</u>
<u>After 10 years</u>	<u>G</u>		<u>839.20</u>	<u>866.40</u>
<u>After 15 years</u>	<u>H</u>			<u>888.00</u>

Section 1-A. Effective July 1, 2007 wages will be adjusted 3% retroactive to July 1, 2007.

Effective July 1, 2008 wages will be adjusted 3 ¼ %.

Effective July 1, 2009 wages will be adjusted 3 ¼ %.

Section 1-B. Effective July 1, 2007 eliminate steps A & B. Elevate all current employees to step C (new step A)

Section 1-C. Lateral entry, at Chief's discretion, to step E (new step C).

Section 1-D. Effective July 1, 2008 add a new step F with a 2 ½% increase above step E.

Section 1-E. Effective July 1, 2008 add a new step G with a 2 ½% increase above step F, with eligibility only after completion of ten (10) years of service with the Bangor Police Department.

Section 1-F. Effective July 1, 2009 add a new step H with a 2 ½% increase above step G, with eligibility only after completion of fifteen (15) years of service with the Bangor Police Department.

Employees covered by this Labor Agreement will not receive less than 3% effective July 1, 2007, 3 ¼ % effective July 1, 2008 and 3 ¼ % effective July 1, 2009. The parties agree without reservation that if the City Council in its annual budget review during the term of this Agreement approves a higher COLA increase for the non-union employees, employees covered by this Labor Agreement will receive the same increase.

Section 2. Patrol Detectives will receive three percent (3%) of the top step patrol wage in addition to the above salaries.

Section 3. Any probationary Police Officer who has graduated from Maine Criminal Justice Academy shall be considered for starting salary at Step B.

Section 4. Police 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.

Section 6. The Canine officers shall be compensated as follows:

A. The Canine Officer(s) will work a regularly

scheduled patrol shift (40 hours per week) .

- B. The Canine Officer(s) shall be paid five hours of overtime per week for care and maintenance of the canine(s) . Said payment shall be made based upon the Officer's regular hourly rate of pay.
- C. The Canine Officer(s) shall be responsible for achieving and maintaining appropriate Canine Certification. Compensation for said responsibility is:
  - 1. Nine hours of overtime per month at officer's regular hourly rate of pay. Any time in excess of nine (9) hours per month required to maintain certification will be counted as regular work week hours .
  - 2. Any sick time charges shall be based upon a formula of eight hours for a normal ten- hour workday or the same formula for any partial day used.
  - 3. Any vacation time charged shall be based upon a formula of eight hours for a normal ten- hour workday or the same formula for any partial day used.
- D. The Canine Officer(s) will be paid up to fifty-five (\$55.00) dollars per month for dog food.
- E. The Canine Officer(s) will be reimbursed for veterinary costs .
- F. Training equipment and restraining gear will be purchased and replaced as needed with the approval of the Chief .
- G. The City agrees to purchase and provide the canine(s) for the program. The canine(s) shall be considered City property. The City retains the right to relinquish ownership of the canine(s) for fair market depreciated value in accordance with established City property disposition procedure, except that the Canine Officer(s) shall have preference in any such procedure .
- H. The City reserves the right to abolish the Canine Program at any time .
- I. With the permission of the Chief or his designee, a

USPCA K-9 judge will be given one (1) day off per year to judge sanctioned trials.

J. The City agrees to pay a reasonable kennel fee limited to fourteen (14) days per contract year (July 1 - June 30)

Section 7. 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 8. The Field Training Officer will be compensated an additional Fifty Dollars (\$50.00) weekly while performing the service.

Section 9. Should the City reduce its contribution to the 401a Defined Contribution Retirement Plan pursuant to Article 27, the difference will be made up in wages for those participating in the 401a plan.

Section 10. Effective July 1, 2007 Educational Incentive for an Associate Degree will be \$.26/hr, Bachelors Degree \$.35/hr and Masters Degree \$.40/hr. These incentives are not cumulative.

Effective July 1, 2008 Educational Incentives for an Associates Degree will be \$.27/hr, Bachelors Degree \$.37/hr and Masters Degree \$.41/hr. These incentives are not cumulative.

Effective July 1, 2009 Educational Incentives for an Associates Degree will be \$.28/hr, Bachelors Degree \$.38/hr and Masters Degree \$.43/hr. These incentives are not cumulative.

Section 11. Effective July 1, 2007 employees who have completed two (2) years of continuous military service and have received an honorable discharge, and who do not qualify for an educational incentive of equal or greater value described in Section 10 of this Article, shall receive \$.26/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 value described in Section 10 of this Article, shall receive \$.35/hr).

Effective July 1, 2008 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 value described in Section 10 of this Article, shall receive \$.27/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 of this Article, shall receive \$.37/hr).

Effective July 1, 2009 employees who have completed two (2) years of continuous military service and have received an honorable discharge, and who do not qualify for an educational incentive of equal or greater value described in Section 10 of this Article, shall receive \$.28/hr). Employees who have completed four (4) years of continuous military service and have received an honorable discharge, and who do not qualify for an educational incentive of equal value described in Section 10 of this Article, shall receive \$.38/hr).

Section 12. Employees who wish to supplement their education by taking job related courses may do so at the City's expense with the advance written approval of the Chief of Police and the Human Resources Manager. Courses may not be taken during normal working hours unless authorized by the Chief of Police and the Human Resource Manager. Time spent in elective training will not be considered "hours of work" and shall not be compensable.

Each employee, provided a grade of "C" or higher is attained will be entitled to reimbursement for no more than two (2) courses taken during any fiscal year. Any member desiring to take a course in the following fiscal year must submit the request no later than the previous February 1<sup>st</sup>. After successful completion of the course in the following year, reimbursement will be paid within thirty (30) days of proof of successful completion.

Section 13. Police officers assigned to perform the duties of the Special Response Team, Bomb Technician, Robot Operator or Hostage Negotiator and who are not receiving the three percent (3%) Detective adjustment, shall receive two percent (2%) of the top step patrol wage in addition to the wage scale outlined in section 1 of this Article. Police officers performing more than one of the above listed functions are limited to the two percent (2%) adjustment.

Section 14. Any officer may submit to voluntary physical fitness testing to be given by the City on a biannual basis. For purposes of this section, the fiscal year July 1 to June 30 will constitute an annual period. Coordination of the testing will be by the Maine Association of Police, with input from the City. The test will be administered by the City. Each officer who meets the 40 percentile standard as set by the Maine Criminal Justice Academy for timed run, pushups and sit-ups during both tests will receive a stipend of two hundred (\$200.00) dollars to be paid no later than

July 15 after passage of both tests. There will be no right to retest during the fiscal year upon failure of either of the two tests, however, in the event an individual asserts that he/she was scored improperly, an appeal lies to the Police Chief who shall then conduct a retest of said individual if he/she concludes in his/her reasonable discretion that the tests results may have been inaccurately scored.

Testing during the first fiscal year July 1, 2007 through June 30, 2008 will consist of only one test that will be administered prior to June 16, 2008. All subsequent biannual testing will be conducted in the months of August and February, starting in August 2008.

ARTICLE 36.

TERM OF AGREEMENT

THIS AGREEMENT between the City and the Union became effective July 1, 2007 and shall continue in full force and effect until June 30, 2010.

UNION:  
Maine Association of Police

CITY:  
CITY OF BANGOR

BY: William McKinley 4/8/08  
William McKinley esq. Date  
President

BY: Edward A. Barrett 4-23-08  
Edward A. Barrett Date  
City Manager

BY: Robert Angello 4/14/08  
Robert Angello Date  
Steward

By: Robert W. Farrar 4-23-08  
Robert W. Farrar Date  
Assistant City Manager

BY: Larry Morrill 4/15/08  
Larry Morrill Date  
Steward

By: Ronald R. Gastia 4/23/08  
Ron Gastia Date  
Chief Of Police

By: Harry R. Courtois 4/23/08  
Harry R. Courtois Date  
Labor Relations Officer