

AGREEMENT

Between

CITY OF BANGOR, MAINE

AND

PATROL OFFICERS  
BANGOR POLICE DEPARTMENT

July 1, 2021  
June 30, 2024



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THIS AGREEMENT effective this First Day of July, **2021**, 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 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, of the Local Union and agrees to remit to the Local Union all such deductions prior to the 18<sup>th</sup> of the month following the month for which such deductions are made. Signed authorizations from the officers shall be furnished to the City by the Union. Dues may be canceled by any employee upon written notice to the Office of Human Resources and 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 5a. The first being to join as full members of the Union and be entitled, by that status, to participate in all Union functions, activities, and receive all benefits awarded by such membership.

Section 5b. The second being not to join as members of the Union.

## ARTICLE 2.

### DISCRIMINATION PROHIBITED BY EITHER PARTY

Section 1. The City and the Union agree not to discriminate against any individual with respect to their 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 their 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 President. 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 jobs 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), their 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 the City 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 three (3) eleven (11) hour days or four (4) ten (10) hour days or five (5) eight hour days. Officers scheduled to work the three (3) eleven (11) hour days must complete seventy eight (78) hours of pooled training time. Patrol shifts shall be posted annually by seniority.

Section 3. The officer assigned to the position of Housing Authority Liaison Officer shall work either four (4) ten (10) or five (5) eight (8) hour shifts (Monday–Friday). This shift is exclusive to this assignment and shall not be extended to any other officers within the Bangor Police Department.

Section 4. Officers assigned full-time to the Bangor International Airport shall work a ten (10) hour day, forty (40) hour per week schedule with non-consecutive days off as follows:

Week one: Sunday, Tuesday, Wednesday and Thursday.

Week two: Monday, Tuesday, Friday and Saturday.

This schedule will be exclusively for officers assigned full-time to Bangor International Airport and shall not be extended to any other officers within the Bangor Police Department.

ARTICLE 6.

OVERTIME

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

Section 2. The "regular hourly rate" shall be determined by dividing forty (40) into the total of the Officer's individual base salary.

Section 3. For the purpose of this Article, "hours worked" shall include those hours spent by the Officers on regular duty, funeral leave, jury duty, annual leave days and eight (8) or ten (10) hours of holiday pay, or hours listed in Article 5, Work Week Section(s) 3 and 4, whichever is applicable and (Article 12, Section 2) if the Officer works on the holiday. For the purposes of sick leave applying as hours worked for overtime calculation: If an employee is mandated to work an additional shift or shifts during a pay period when they call out sick, the sick time hours will be included for the purposes of calculating hours worked for overtime purposes. However, if the additional shift or shifts in the same pay period were voluntarily picked up, the sick time hours will not be included for the purposes of calculating hours worked for overtime purposes.

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.

Section 6. Compensatory Time - Effective July 1, 2011, at option of member, employee may earn compensatory time at overtime rate in lieu of overtime, capped at 40 hours. Compensatory Time use is at the discretion of the Chief, or the Chief's designee. Compensatory Time may be used as long as it does not create overtime, but may be used by taking a GAL. Compensatory Time cannot be used in the same week that it is earned. When used, compensatory time shall be considered hours worked and shall be paid at straight time.

## ARTICLE 7.

### PRIVATE SERVICES

Section 1. Officers who work on any outside private service, including but not limited to, dances, games, conventions and private functions shall be paid one hundred and ninety two (\$192.00) 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 **fifty one** dollars (\$51.00) hourly effective July 2021, **Fifty three** dollars (\$53.00) hourly effective July 2022, and **Fifty five** dollars (\$55.00) hourly effective July 2023.

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      |
| 7. 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.

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 their regular work shift shall receive a minimum of four (4) hours of pay for Court time and four (4) hours for D.M.V. hearings for such attendance. This article and associated hours paid only applies to cases related to Bangor Police Department official business. No Court time shall be allowed to any such Officer who has been notified that their presence is not needed prior to the end of their shift on the day preceding a scheduled court attendance. If they are required to stay in attendance at such Court for more than four (4) hours, in any one day, they 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

Section 1. The budget of the Police Department each year shall have an account to be known as the Personal Effects Account. Each member of the Bargaining Unit shall be reimbursed for the replacement cost of personal effects that shall be damaged, destroyed, or lost in the performance of duty, providing such damages, destruction, or loss and satisfactory evidence thereof is reported within seventy-two hours of actual knowledge thereof. This Article does not apply to unnecessary expensive items.

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

use a personal cell phone. The police department will determine which position or assignment will receive department issued cell phones. Stipend will be payable during the 4<sup>th</sup> week of each month.

## 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 and fifty Dollars (\$750.00) per year to purchase and maintain their clothing used in the line of duty. The Training Officer and the Housing Authority Liaison Officer shall receive from the City an allowance of three hundred and twenty-five (\$325.00) dollars per year to purchase and maintain their clothing used in the line of duty.

Section 3. Police Officers will receive from the City Four Hundred and fifty Dollars (\$450.00) 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 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 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 their vacation shall be entitled to accumulated earned vacation pay in ratio to their 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 the Chief's 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) between the hours of 0600-1600 and two (2) between the hours of 1600-0600 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. Members of the Special Enforcement Team (SET) will sign up for vacation on the patrol vacation schedule. Members of the airport detachment (Bangor International Airport) are not required to sign up on the patrol vacation schedule - but are limited to having no more than two (2) officers on vacation at one time.

Section 11. Upon accumulating two hundred and forty (240) hours of annual leave time, employees may cash in up to forty (40) hours of annual leave or upon accumulating 40 hours of compensatory time, employees may cash in up to forty hours of compensatory time once per contract year.

ARTICLE 12.

HOLIDAYS

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

- |                     |                                  |
|---------------------|----------------------------------|
| 1. New Year's Day*  | 5. Thanksgiving Day              |
| 2. Memorial Day     | 6. Friday Following 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, ten (10) or scheduled 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 their 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 who is scheduled to work on a paid holiday may do one of the following:

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

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 thirty (130) hours per year, accumulative to one thousand forty (1040) hours. The requirements of Section 8 of this article continue to apply.

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

Section 3. The Chief of Police may, after forty (40) consecutive hours of sick time or in case of suspected abuse of sick time, require as a condition precedent to the payment of sick leave a certificate of a qualified physician certifying as to the conditions of the Officer or member of their 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 their family, limited to one (1) day per incident unless critical.

Section 7. Officers must notify the Chief of Police, the Chief's 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 ( ) 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 their salary at the time of their retirement for one-third (1/3) of the number of hours of accumulated unused sick leave to a maximum of three hundred and twenty (320) hours.

For determining sick leave payout eligibility, Officers in the ICMA-RC 401a retirement plan retirement is defined as separating in good standing after twenty (20) years of continuous service.

Section 9. Upon the death of an Officer covered by this Agreement all accrued sick leave will be paid to their 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 their 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 their regular job and is unable to perform their regular assigned job, they 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 their regular job until the physician certifies that the employee is able to return to work. Every three (3) months the Officer will report their status to the Chief or the Chief's 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 their 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 their 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 their City paycheck upon written permission from the doctor that they are capable of performing their regular duties or other work within the Department.

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

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

Section 12. After three (3) years from the date of initial injury, the employee shall be examined by a physician mutually acceptable to the City and to the employee for the purpose of determining if the employee will regain the ability to perform the normal duties of the position for which they were hired. If the physician determines that the employee will not be able to return to their 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 their ability to perform their 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 their 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 their regular hourly rate at time and onehalf (1) for each examination required by theCity.

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 theCity.

ARTICLE 18.

MEDICAL INSURANCE

Section 1. Effective January 1, 2021, the basic health insurance plan shall be the Cigna Open Access Plan (OAP 90% Plan) with the City and employee contributing the following amounts:

01/01/21 Health Insurance Rates

	Employee	Employer	Total
<b>OAP 80%</b>			
Family, 2 Person	\$229.59	\$518.99	\$748.57
Single Parent	\$138.78	\$350.71	\$489.48
Single	\$74.96	\$213.01	\$287.97
<b>OAP 90%</b>			
Family, 2 Person	\$173.00	\$518.98	\$691.98
Single Parent	\$101.82	\$350.70	\$452.52
Single	\$53.26	\$213.01	\$266.27
<b>90% LOWER OPTION</b>			
Family, 2 Person	\$133.04	\$399.13	\$532.17
Single Parent	\$78.34	\$269.81	\$348.15
Single	\$41.00	\$164.02	\$205.02
<b>H S A</b>			
Family, 2 Person	\$103.93	\$311.79	\$415.72
Single Parent	\$61.19	\$210.77	\$271.96
Single	\$32.03	\$128.13	\$160.16

These rates shall remain in effect for calendar year January 2021 through December 31, 2021.

Section 2. Contribution rates for the OAP-Low Option and the OAP 90% health insurance plans effective January 1, 2021, shall be established by the following formula. For employees electing the 80% plan, the city will contribute the same dollar amount by coverage type contributed to the 90% plan, and the employee shall pay the same difference.

Open Access Plus 90% Plan

<u>Employers%</u>	<u>Employees%</u>	<u>Total</u>	
Family, 2 person	75.0	22.0	100.0
Single Parent	77.5	22.5	100.0
Single	80.0	20.0	100.0

Section 3. The City's contribution to health insurance effective January 1, 2021 and thereafter will be limited to one half (1/2) of the increased cost of the Open Access Plus 90% Plan unless negotiated otherwise.

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

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

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

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

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

their 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 period 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 three 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 until the successful completion of the officer's probationary period, including any extension.
- B. Officers while on probation will be subject to duty and shift transfers as deemed necessary for their training or for department needs.
- C. The Chief of Police or the Chief's designee may extend an employee's probationary period at their discretion and the City may terminate the employee during this extension without compliance with the terms and/or condition contained within this agreement.

#### 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. A member of the Executive Board, 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 their 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 Office of Human Resources within twenty (20) calendar days after the Chief of Police's decision is rendered. The City Manager and/or the City Manager's designee shall render the decision to a member of the Executive Board and the Union business agent in writing within the twenty (20) calendar days after presentment to him. The Manager and/or their 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) days or twenty (20) 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 their superior. The Officer may be suspended with the understanding that if they are later found innocent of the allegations they will be paid for all time during which they were suspended. The Officer must make themselves 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 their counsel at any time during the hearing and shall have the right to have their counsel speak on their behalf.

Section 3. Any Officer who feels they have 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. Whenever possible, citizen complaints, whether they allege criminal or noncriminal behavior, will be in writing and sworn to. If the citizen will not or cannot provide a sworn written statement, the Chief will consider that fact in evaluating the complaint. Any investigation into a criminal matter shall be governed by the applicable Maine State Statutes. A juvenile making an allegation against a Police Officer must be accompanied by their 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. However, the Chief or Assistant 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 alternates 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 the Chief's 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 MRSA, §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 their gross earnings.

- b) Vesting Period: Employees will be considered vested in the Plan after the successful completion of one (1) year of service with the City.
- c) Disability Coverage: The City shall provide a long term disability plan that provides for comparable benefits as currently available under the existing MSRS disability plan.

Section 4. Effective January 1, 1983, and pursuant to 5M RSA, §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) ABC 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. In the event a police officer is injured while on duty and during the performance of their 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.

Section 7. Effective July 1, 2018, eligible officers will have the option of participating in either the 401(a) Direct Contribution pension plan offered through ICMA-RC or the Maine Public Employees Retirement System (MPERS) Special Plan 2C defined benefit plan ( per the requirements of each plan and as defined by state and or federal regulations). The ICMA contribution will be the same as required by MPERS Special Plan 2C for both the employee and employer, not to exceed a maximum of 15% employer contribution or a minimum of a 10% employer contribution.

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 their 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 empaneled for more than eight (8) hours in any one day, in which case they shall retain that day's jury fee.

ARTICLE 34.

LEAVE OF ABSENCE

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

Section 2. Unpaid Leave of Absence  
The Chief of Police may grant leaves of absence that do not apply to the FMLA. If approved, the employee is entitled to maintain current insurance coverages, such as medical, dental, and life insurance, at full cost to the employee. While on this type of leave, the employee is

prohibited from working for another employer in-lieu of performing their responsibilities for the Bangor Police Department, unless waived by the Police Chief

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

ARTICLE 35.

WAGES

Section 1. Wages for each 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).

	<b>Jul-21</b>	<b>Jul-22</b>	<b>Jul-23</b>
<b>Step</b>			
1	\$24.20	\$24.69	\$25.18
2	\$25.41	\$25.92	\$26.44
3	\$26.69	\$27.22	\$27.76
4	\$27.35	\$27.90	\$28.46
5	\$28.04	\$28.60	\$29.17
6	\$28.74	\$29.31	\$29.90
7	\$29.46	\$30.04	\$30.65
8	\$30.19	\$30.80	\$31.41
9	\$30.95	\$31.57	\$32.20
15 years	\$31.72	\$32.36	\$33.00
20 years	\$32.51	\$33.16	\$33.83

Section 1-A. Lateral entry, at Chief's discretion, to step 7.

**Section 1-B. Officers will be eligible for progression to Step 9 only after completion of nine (9) years of service from the Officer's last date of permanent hire with the Bangor Police Department.**

Section 1-C. Officers will be eligible for progression to the year 15 step only after completion of fifteen (15) years of service from the Officer's last date of permanent hire with the Bangor Police Department.

Section 1-D. An Officer who has worked twenty-four (24) continual months of service, separates in good standing, and returns to employment within a period of twenty four (24) months will, if rehired, be allowed to return at the pay step they would have been at if they had not separated. The Officer will be permitted to progress through the pay step process. This will not reinstate seniority.

**Section 2. Patrol Detectives will receive five percent(5%) of step 9 above their current patrol wage in addition to the above salaries.**

**Section 2a. Patrol Detectives will receive \$250 for the week they are on-call.**

Section 3. Police Officers will be paid weekly.

Section 4. 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 5. 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 sixty (\$60.00) 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 anytime.
- I. With the permission of the Chief or the Chief's 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 kennel fee of not more than \$20.00 per day, limited to fourteen (14) days per contract year (July 1 - June 30)

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. The Field Training Officer will be compensated an additional Three Dollars per hour (\$3.00) while performing the service.

Section 8. 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 9. Educational Incentives for an Associate's Degree will be \$.28/hr, Bachelors Degree \$.38/hr and Masters Degree \$.43/hr. These incentives are not cumulative. Prior to the commencement of payment by the City for educational incentives, it is the responsibility of Patrol Officers to provide appropriate documentation to the City of applicable educational degrees. The City will provide back-wages for such incentives for up to thirty (30) days prior to receiving official documentation of the degree in order to provide adequate time for the employee to obtain the documentation.

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

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

Section 11. 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 Officer. 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 1st. After successful completion of the course in the following year, reimbursement will be paid within thirty(30) days of proof of successful completion. Costs paid by the City will be limited to tuition and will not include books or other educational materials, travel, or any other expenses.

Section 12. Police officers assigned to perform the duties of the Special Response Team, Bomb Technician, Hostage Negotiator, DRE, Crash Reconstruction, BERT, or Forensic Mapper and who are not receiving the five percent (5%) 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 13. 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, effective 07/01/21 will receive three hundred (300.00) dollars. Effective 07/01/22 they will receive four hundred (400.00) dollars and effective 07/01/23 they will receive five hundred (500.00) dollars for the successful completion of each of the two tests, to be paid upon completion of each successful test. 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 they were scored improperly, an appeal lies to the Police Chief who shall then conduct a retest of said individual if they conclude in their reasonable discretion that the tests results may have been inaccurately scored. Testing will be conducted six (6) months apart with the first test occurring prior to the end of the second full week in June.

Section 14. In the event that there is no new collective bargaining agreement in place

when this agreement expires on June 30, 2024 , then all step increases of Article 35 will apply and all employees will receive those step increases to which they are entitled to receive during the time period between the expiration of this agreement and the execution of the next agreement.

**Section 15.** Twenty (20) Hours of training will be approved by the Chief of Police or designee and will be conducted on overtime.

#### ARTICLE 36

##### Response Time

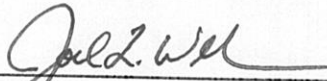
Police Officers hired after ratification of the July 1, 2010 through June 30, 2012 contract will be required to establish their domicile within a 50 miles of the Police Station, and remain living within that distance for the duration of their employment with the Police Department. Residency within that response time must be obtained by the end of six (6) months following the completion of probation.


ARTICLE 37.

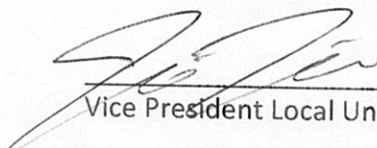
TERM OF AGREEMENT

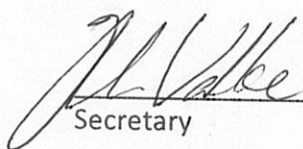
THIS AGREEMENT between the City and the Union became effective July 1, 2021 and shall continue in full force and effect until June 30, 2024.

For the Union

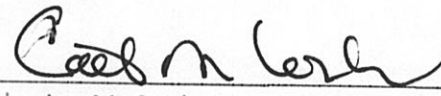
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Michael Edes Date  
BOEL T. WILKINS, MD

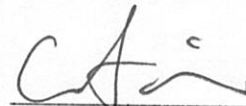
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President Local Unit Date

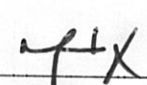
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Vice President Local Unit Date

 6/22/21  
\_\_\_\_\_  
Secretary Date

For the City

 6-22-2021  
\_\_\_\_\_  
Catherine M. Conlow Date  
City Manager

 6/22/21  
\_\_\_\_\_  
Asst. City Manager Date

 6/22/21  
\_\_\_\_\_  
Mark Hathaway Date  
Chief of Police

 6/23/21  
\_\_\_\_\_  
Richard Cromwell Date  
Human Resources Officer