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**AGREEMENT
BETWEEN
CITY OF BIDDEFORD, MAINE
AND THE
TEAMSTERS UNION LOCAL NO. 340
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
FOR THE
BIDDEFORD POLICE DEPARTMENT
JULY 1, 2015 TO JUNE 30, 2018**

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ARTICLE 1

PREAMBLE

This Agreement has been entered into this 1st day of July, 2015 by, and between the City of Biddeford (hereafter referred to as the City) and Teamsters, Local No. 340, affiliated with the International Brotherhood of Teamsters (hereafter referred to as the Union) pursuant to the provisions of the Municipal Public Employees Labor Relations Law (Title 26, M.R.S.A., Section 961 through 974, 1969, as amended), the parties hereto have entered into this agreement in order to establish mutual rights.

**THIS ARTICLE APPLIES TO ALL BARGAINING UNITS WITHIN THE BIDDEFORD
POLICE DEPARTMENT**

ARTICLE 2**RECOGNITION**

The City recognizes the Union as the sole and exclusive bargaining agent for employees in bargaining units within the Biddeford Police Department for the purpose of negotiating salaries, wages, hours, and other conditions of employment for all of its eligible Police Department employees within the bargaining units, as determined in accordance with the Municipal Public Employees Relations Law.

The City and the Union agree to include the part-time position of Receptionist Clerk in this unit and calculate all benefits at a 50% rate. This would apply to holidays, sick leave, insurance, and retirement. In the event the position of Receptionist Clerk is regularly scheduled beyond 25 hours per week within their job description, the parties agree to negotiate any changes in the benefits structure. In the event a Receptionist Clerk is assigned duties outside of their classification, they shall receive the appropriate rate of pay for the job being performed.

ARTICLE 3
PAYROLL DEDUCTION OF DUES AND DRIVE AUTHORIZATION

Section 1:

As soon as possible the City shall deduct regular weekly Union dues upon receipt of signed authorization from members of the Union on forms supplied by the Union and satisfactory to the City. The City shall forward all such dues so collected to the Secretary-Treasurer of the Local Union by the fifteenth (15th) day of each month following the month in which deductions were made. This authorization shall remain in force and in effect during the term of this Agreement.

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the employees' Social Security Number and the amount deducted from the employees' paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly deduction plan.

Section 2:

The Union shall indemnify and save the City harmless against all claims and suits, which may arise by reason of making any such deductions, the cancellation of the same, and remitting the same to apparently authorized officials of the Union.

Section 3:

The Union shall provide the Police Chief with a list of all Union officers names and offices held and the Union shall keep such list current.

**THIS ARTICLE APPLIES TO ALL BARGAINING UNITS WITHIN THE BIDDEFORD
POLICE DEPARTMENT**

ARTICLE 4
HOLIDAYS

Section A:

The following holidays shall be paid holidays on the day observed for all regular full-time permanent employees of the Biddeford Police Department.

- | | |
|--------------------------|---------------------|
| 1. New Year's Eve | 6. Labor Day |
| 2. Washington's Birthday | 7. Columbus Day |
| 3. Patriot's Day | 8. Veterans Day |
| 4. Memorial Day | 9. Thanksgiving Day |
| 5. Independence Day | 10. Christmas Eve |

All 24-hour holiday periods shall be calculated from the start of the third shift so-called with the exception of Christmas Eve and New Year's Eve, which shall start at the beginning of the second shift.

Section B:

In addition to the above holidays, each employee shall receive pay for five (5) additional "floating" holidays each year in lieu of: Martin L. King Day, Day after Thanksgiving, Good Friday (1/2), Christmas Eve (1/2), and two (2) floating holidays.

On personal floating holidays, the employee shall receive straight time compensation. To be eligible for floating holidays, the employee must submit a written request to the Police Chief or his designee, at least two (2) days prior to the use of the holiday. The Police Chief or his designee shall, within two (2) days thereafter, notify the employee of the approval or disapproval of the request. Once approved, a senior employee may not bump a junior employee. Floating holidays shall not accumulate from year to year, and the year shall start on the given employee's anniversary date.

An employee shall be eligible for holiday pay after being in the employ of the City for a period of at least thirty (30) working days.

ARTICLE 4 continued

HOLIDAYS

Section C:

Eligible regular permanent employees shall, in addition to the regular weekly wages for actual hours worked, receive eight (8) hours pay for each of the holidays listed in Section A.

Section D:

A holiday allowance may be denied to any employee scheduled or called out for work on the holiday who does not report for work that day unless excused by the Police Chief. Absence from work for just cause on the normal scheduled working day before and/or the normal scheduled working day after a holiday may be permitted without loss of holiday pay as determined by the Police Chief. The term "Floating Holiday" shall have the same meaning and application as "Holiday".

Section E:

If an employee voluntarily transfers from one shift to another shift, or one division to another division, or s/he is promoted, and a vacation/floating holiday request has already been approved prior to the transfer, s/he must resubmit the request in case of a conflict. The transferee shall not bump another employee's approved vacation or floating holiday regardless of seniority.

Section F:

If an employee, after completing forty (40) hours of work in a pay week works overtime in that pay week on Christmas Eve or New Year's Eve, said employee shall receive double time and one half his/her regular pay rate for the actual hours worked on Christmas Eve and/or New Year's Eve.

ARTICLE 5
INSURANCE

Section 1:

The Employer will pay a dollar amount equal to 80% of the insurance costs. The employee pays all remaining costs through payroll deductions.

The City of Biddeford hereby consents to and agrees to be bound by the terms and provisions of the Trust Indenture under which NNEBT is administered, and to any amendments to said Indenture.

A copy of this Agreement has been delivered by the City of Biddeford to the Fund Director of NNEBT. Any amendments to this Agreement relating directly or indirectly to the contributions being made hereunder will be forwarded to the Director by the City of Biddeford within ten (10) days after adoption.

The liability of the City of Biddeford to said NNEBT shall not exceed the contribution amounts which it is obligated to make pursuant to the foregoing provisions, together with any existing delinquencies, any interest charges, costs/penalties, or charges provided by applicable law or NNEBT; provided nevertheless, that any additional contribution amounts required by NNEBT for continuation of the existing benefit program after the expiration date of this Agreement shall be due and owing NNEBT by City of Biddeford from and after said expiration date or, if such additional amounts are first required by NNEBT during the post-Agreement negotiating period, they shall be due and owing by the City of Biddeford from and after the effective date of said increase.

Provisions of this Article constitute a direct contract also between the City of Biddeford and NNEBT which shall continue in effect until terminated by either party on advance written notice to the other, except in the case of a delinquency by the City of Biddeford, in which case NNEBT may suspend claims payments, and/or terminate said contract on 24-hours notice.

5A.1

THIS ARTICLE APPLIES TO ALL BARGAINING UNITS WITHIN THE BIDDEFORD POLICE DEPARTMENT.

ARTICLE 5 continued
INSURANCE

The City agrees that its agreement hereunder shall constitute an obligation for the sums herein provided directly to NNEBT, and further that the City will be bound by the terms and provisions of the Trust Indenture of NNEBT and any and all amendment thereto as promulgated by the Trustees thereto.

Section 2: The City shall allow employees who retire with a minimum of fifteen (15) years of service with the City of Biddeford and who have attained the age of 55, or employees who retire under the disability provision of a qualified pension plan prior to reaching age 55, effective July 1, 2003, to participate in the City's Group Health Insurance Plan until the age of 62, at his/her own cost. At age 62, an employee who retired after attaining age 55 will be entitled to 100% of the cost of the single subscriber rate, and the Retiree shall pay any dependent coverage. When the retiree reaches the age of 65, the City will provide at no cost to the retiree the so-called companion plan. If the employee retired prior to attaining age 55 under a disability provision of a pension plan, the City shall have no obligation to provide any benefits beyond age 62, unless (1) it's at the employee's own cost, (2) at no cost to the City and (3) the employee/retiree is not eligible for Medicare. All the above has to be continuous coverage. Any break in the insurance coverage shall release the City of any obligation under this Article.

Effective with the signing of this contract, all current retirees and employees having tendered a retirement letter to the Chief of Police prior to the signing of this contract shall continue coverage pursuant to the preceding provision of this contract.

Employees who retire with a minimum of fifteen (15) years of service with the City of Biddeford and who have attained the age of 57 must participate in the Northern New England Benefit Trust – Retiree Plan at no continuing cost to the City.

Effective with the signing of the 2015 contract, all current employees hired before October 1, 2002, shall utilize the Northern New England Benefit Trust – Retiree Plan for retiree health coverage. The City also agrees to provide until age 65, at no cost to the retiree, single subscriber eye and dental care coverage equivalent to that provided by the NNEBT regular health plan. For

THIS ARTICLE APPLIES TO ALL BARGAINING UNITS WITHIN THE BIDDEFORD POLICE DEPARTMENT.

employees hired **before** October 1, 2002, and who have attained the age of 65 the City agrees to continue to provide at no cost to the retiree, the current "Companion Plan" supplement to Medicare or another plan of substantially comparable benefits.

Effective with the signing of the 2015 contract, all newly hired employees and employees hired on or **after** October 1, 2002, shall utilize the Northern New England Benefit Trust Retiree Health Plan for retiree health coverage for which the City of Biddeford shall have no further financial obligation post retirement. The City agrees to provide these employees, a Retirement Health Savings Account (RHSA) which shall be owned by the employee in accordance with federal requirement, into which the City shall contribute \$15.00 per week as matching funds to a required contribution of \$15.00 per week by the covered employee.

So long as allowed by the Northern New England Benefit Trust, employees who retire under the disability provision of a qualified pension plan prior to reaching the retirement age of 57 shall be permitted to participate in the City's group health insurance plan until age 65 at the employee's own cost and at no cost to the City.

Section 3:

The City agrees to make available to the employees as soon as possible after the signing of this contract the so-called 125 spending account, in accordance with IRS regulations so long as the federal government allows this plan.

Section 4:

If the City, as a pass thru participant, makes available to employees selected disability plans, at the employee's cost, the City will allow members covered by this Agreement to participate in a disability plan to be paid exclusively by the employee.

Section 5:

When the City establishes a Committee to study health insurance issues including self-insurance, the possibility of other health insurance carriers, the scope of benefits, etc., the City agrees to invite a member of this unit or its bargaining agent to participate in this committee's activities. The union likewise agrees to participate.

THIS ARTICLE APPLIES TO ALL BARGAINING UNITS WITHIN THE BIDDEFORD POLICE DEPARTMENT.

ARTICLE 6
LEAVE OF ABSENCE

Section 1:

Any employee, upon application in writing to the Police Chief, may be granted a leave of absence without pay not to exceed twenty-six (26) weeks for official Union business, and not more than sixteen (16) weeks for work-related stress, personal illness, including maternity or attending a recognized Police Science Academic Program. If the requested leave also qualifies under the Family Medical Leave Act, the Leave request shall be considered as part of F.M.L.A., notwithstanding the requested and granted Leave exceeds the maximum amount of leave allowable under federal or state law.

Section 2:

Leaves that exceed sixteen (16) weeks duration will be considered on their merit on a case-by-case basis.

Section 3:

Educational leave terminations will be accompanied by proof of completion of course.

Section 4:

Prior to returning from personal illness or from work-related stress, the employee shall provide a medical certification of his/her ability to return to his/her former job. If the employee is unable to return to work at the conclusion of the leave of absence, the employee must resubmit pursuant to Section 1.

Section 5:

The City will notify the Union whenever leave is granted and the duration of said leave.

Section 6:

Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

THIS ARTICLE APPLIES TO ALL BARGAINING UNITS WITHIN THE BIDDEFORD POLICE DEPARTMENT.

ARTICLE 6 continued
LEAVE OF ABSENCE

Section 7:

During the leave of absence, the employee shall not accrue sick leave, vacation days, or holiday pay, but shall continue to accumulate seniority for pension and vacation purposes and shall retain his/her insurance coverage. The City is not to be liable for any pension cost while the employee is on a leave of absence. All vacation days accrued must be exhausted prior to the commencement of a leave of absence that is in excess of eight (8) weeks.

Section 8:

At the termination of such leaves, the City will, upon notice, return him/her to the formerly held position, provided that the position has not been abolished to personnel budget reduction. If the position has been abolished due to personnel budget reduction, seniority shall prevail.

Section 9:

Military leave shall be granted to employees in accordance with applicable federal and state law.

ARTICLE 7
PROBATION PERIOD

All non law enforcement permanent regular employees of the Biddeford Police Department shall be compelled to serve a six (6) month probationary period, effective from the first (1st) working day (this article only). Regular employees shall mean any and all employees working a scheduled or unscheduled forty (40) hour workweek. No employee shall be compelled to be placed on probation for disciplinary reasons, unless it is a part of a Settlement Agreement between the City and the Union. If the employee is promoted to a higher rank, he/she shall automatically serve a six (6) month probationary period in that higher rank.

All law enforcement personnel shall serve a probationary period lasting from the first date of work until one (1) year after graduation from the Maine Criminal Justice Academy, or date of waiver of same. Newly hired law enforcement officers who have graduated from the MCJA will serve a one (1) year probationary period provided it conforms within the guidelines established by law.

An employee on probation shall be subject to removal from employment without cause, and the employee shall have no right to the grievance procedure.

THIS ARTICLE APPLIES TO ALL BARGAINING UNITS WITHIN THE BIDDEFORD POLICE DEPARTMENT.

ARTICLE 8
MANAGEMENT RIGHTS

Section 1:

The City retains all rights and authority to manage and direct its employees, except as otherwise specifically provided for in this Agreement. Such rights shall include and shall not be limited to: the operation and management of the City's Police Department; the direction of the working forces; the right to hire, to discharge and discipline for just cause, to change assignments, to promote, to suspend; to reduce or expand the working forces; to transfer; to maintain discipline; to establish work schedules; to introduce new, improved, or changed methods of work or facilities; to contract any work; to establish, change, combine, or eliminate jobs, work, tasks, or positions. The City's not exercising any function or right hereby reserved to it, or the exercising of any functions in a particular way, shall not be deemed a waiver of its rights to exercise such function or preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 2:

The City may adopt rules and regulations for the operation of the department and the conduct of its employees, provided such rules do not conflict with any specific provision of this Agreement.

THIS ARTICLE APPLIES TO ALL BARGAINING UNITS WITHIN THE BIDDEFORD
POLICE DEPARTMENT.

ARTICLE 9
VALIDITY CLAUSE

If any provision of this Agreement shall be contrary to or inconsistent with any provision of Federal or State law, of any existing ordinance of the City of Biddeford, and thereby rendered invalid, such invalidity shall not affect the validity of the remaining provisions. Those portions of this Agreement affected shall be subject to be reopened by either party.

THIS ARTICLE APPLIES TO ALL BARGAINING UNITS WITHIN THE BIDDEFORD
POLICE DEPARTMENT.

ARTICLE 10
SICK LEAVE

Section 1:

Unless otherwise prohibited elsewhere in this Agreement, employees covered by this Agreement shall accumulate sick leave credit of eight (8) hours paid leave for each month worked to a maximum of ninety-six (96) hours per calendar year accumulative to a maximum of seven hundred twenty (720) hours. Sick leave shall be credited on the 1st day of the month following each complete month worked, and paid at the employee's regular hourly earnings. An employee shall not be entitled to more sick leave hours per day than the regularly scheduled hours of work. Sick leave may be taken in a minimum increment of half (1/2) hour. Employees may utilize sick leave for routine medical, dental and eye care appointments as approved, and at the sole discretion of the Chief or Chief's designee.

Section 2:

Any employee contracting or incurring any service or non-service connected sickness or disability, which renders such employee unable to perform the duties of his/her employment, shall receive sick leave with pay. In the event of sickness or disability in the employee's family (i.e., spouse, domestic partner (see Appendix A) or children), the employee shall also be granted sick leave with pay if the employee is required to provide health care. The Police Chief may require as a condition precedent to the payment of sick leave, a certificate from a qualified physician certifying as to the condition of the employee or member of his/her family. Employees shall be eligible for sick leave after thirty (30) days of service with the employer.

The City will continue its practice of allowing the use of sick time (not out of sick leave) to be used to compensate for up to fourteen (14) days for time lost due to a bonafide work-related injury. If the injury continues in excess of fourteen (14) days with workers' compensation becoming retroactive to the first day of injury, the employee will reimburse the City of any sick leave pay advanced, and the City will credit his/her sick leave account accordingly.

ARTICLE 10 continued
SICK LEAVE

Section 3: UNUSED

- a) 1. An employee with less than 720 hours of unused sick leave as of November 1st may apply for reimbursement of unused sick leave by November 15th of each year, up to a maximum of 50% of the unused sick leave hours earned during the prior twelve (12) month period, being November 1st to October 31st. The reimbursement will be processed with the first (1st) payroll in December providing the employee has accumulated a minimum of seventy-two (72) unused sick leave hours during the stated period. Also, employees with more than ten (10) years service who are otherwise eligible to cash in unused sick leave, may request additional reimbursement of up to forty (40) hours accumulated sick leave during this time period (November 1st to November 15th)
- b) 2. The City will buy back any accumulated sick leave at the pay rate in effect prior to the signing of this contract that any employee has accumulated in excess of 90 days (720 hours) on or before the execution date of this agreement. The payments may be structured to provide those payments in not more than three installments beginning July 1, 2016. Each employee will be provided with a letter indicating the number of days (hours) and the total dollar value of the sick time in the buy-back. They will have ten calendar days to return a copy of the letter with signature that they agree with the amount. Failure to respond will constitute acceptance of the amount indicated in the letter. The amount will be paid in cash to each employee or may be deposited in to their individual 457 plan accounts or its equivalent as allowed by federal rules.
- c) 3. Annually the City will buy back at the hourly rate of pay any or all of the unused twelve (12) sick days earned each year. PROVIDED the employee has at least 90 days of accumulated unused sick leave, the amount of which will be paid in cash to each employee or may be deposited in the individual employee's 457 Plan accounts or its equivalent. Payment will be made the first pay period in December of each year.
- d) Employees shall be compensated for any accumulated unused sick leave when they are permanently separated from employment as a result of retirement, death, lay-off, or permanent occupational disability. In the event of death, payment is to be made to the employee's beneficiary or to the estate of the employee. The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the payday

THIS ARTICLE APPLIES TO ALL BARGAINING UNITS WITHIN THE BIDDEFORD POLICE DEPARTMENT.

immediately preceding the employee's separation. Employees shall be compensated at their regular rate of pay for any unused accumulation of sick leave when they are honorably and permanently separated from service according to the following schedule:

Less than ten (10) years of service: Employees shall receive 50% reimbursement of accumulated sick leave providing the employee has submitted a written resignation at least two (2) weeks prior to the actual termination date.

More than ten (10) years of service: Employees shall receive 100% reimbursement of accumulated sick leave providing the employee has submitted a written resignation at least two weeks prior to the actual termination date.

- e) Any sick leave used during the two-week notice shall be deducted from the 50% or 100% reimbursement. Employees failing to submit a two-week notice shall receive no compensation for unused sick leave.
- f) If a physician determines that a female employee is unable to perform the essential functions of her job due to pregnancy, the employee may be assigned to other duties commensurate with her abilities and availability with the department, as determined by the Police Chief.

ARTICLE 11
WAGES

Section 1: Wages – 40-hour week

DISPATCHERS

Length of Service	2.00% 7/1/2015	2.00% 7/1/2016	2.00% 7/1/2017
Starting	21.94	22.38	22.83
After 1 yr.	22.25	22.69	23.15
After 2 yrs.	22.85	23.30	23.77
After 3 yrs.	23.52	23.99	24.47
After 6 yrs.	24.20	24.68	25.17
After 8 yrs.	24.89	25.39	25.90
After 10 yrs.	25.62	26.13	26.65
After 15 yrs.	26.39	26.91	27.45
After 20 yrs.	27.14	27.69	28.24
After 25 yrs.	27.95	28.51	29.08

At the sole discretion of the Chief of Police, newly hired Dispatchers may be placed up to the level of the 3 year step in the above wage scale for qualified candidates. A qualified candidate is defined as one who has previous dispatching experience, and maintains certification as required by Maine Department of Public Safety.

SECRETARY/RECEPTIONIST CLERK – Class One

Length of Service	2.00% 7/1/2015	2.00% 7/1/2016	2.00% 7/1/2017
Starting	15.01	15.31	15.62
After 1 yr.	16.08	16.40	16.73
After 2 yrs.	17.97	18.33	18.70
After 3 yrs.	18.28	18.64	19.02
After 6 yrs.	18.53	18.90	19.28
After 8 yrs.	19.08	19.46	19.85
After 10 yrs.	19.65	20.04	20.44
After 15 yrs.	20.24	20.64	21.05
After 20 yrs.	20.85	21.26	21.69
After 25 yrs.	21.47	21.90	22.34

SECTION 1A OF ARTICLE 11 APPLIES TO THE STAFF SUPPORT BARGAINING UNIT ONLY.

SECRETARY – Class Two

Length of Service	2.00% 7/1/2015	2.00% 7/1/2016	2.00% 7/1/2017
Starting	15.70	16.01	16.33
After 1 yr.	16.72	17.05	17.40
After 2 yrs.	18.59	18.97	19.35
After 3 yrs.	19.15	19.54	19.93
After 6 yrs.	19.73	20.13	20.53
After 8 yrs.	20.31	20.72	21.13
After 10 yrs.	20.92	21.34	21.77
After 15 yrs.	21.54	21.97	22.41
After 20 yrs.	22.20	22.64	23.09
After 25 yrs.	22.86	23.32	23.78

SECRETARY / ACCOUNTING CLERK

Length of Service	2.00% 7/1/2015	2.00% 7/1/2016	2.00% 7/1/2017
Starting	18.15	18.52	18.89
After 1 yr.	19.74	20.14	20.54
After 2 yrs.	20.32	20.73	21.14
After 3 yrs.	20.93	21.35	21.78
After 6 yrs.	21.56	21.99	22.43
After 8 yrs.	22.21	22.65	23.10
After 10 yrs.	22.87	23.33	23.79
After 15 yrs.	23.54	24.01	24.49
After 20 yrs.	24.25	24.73	25.23
After 25 yrs.	24.97	25.47	25.98

COURT OFFICER

Length of Service	2.00% 7/1/2015	2.00% 7/1/2016	2.00% 7/1/2017
Starting	20.13	20.53	20.94
After 1 yr.	20.73	21.15	21.57
After 2 yrs.	23.32	23.79	24.26
After 3 yrs.	24.03	24.51	25.00
After 6 yrs.	24.74	25.24	25.74
After 8 yrs.	25.49	26.00	26.52
After 10 yrs.	26.26	26.78	27.32
After 15 yrs.	27.04	27.58	28.13
After 20 yrs.	27.84	28.40	28.96

SECTION 1A OF ARTICLE 11 APPLIES TO THE STAFF SUPPORT BARGAINING UNIT ONLY.

After 25 yrs. 28.68 29.25 29.84

ARTICLE 11

WAGES

Section 1A: Wages – 40-hour week

ANIMAL CONTROL OFFICERS

Length of Service	2.00% 7/1/2015	2.00% 7/1/2016	2.00% 7/1/2017
Starting	19.23	19.61	20.00
After 1 yr.	19.81	20.20	20.61
After 2 yrs.	22.80	23.25	23.72
After 3 yrs.	23.46	23.93	24.41
After 6 yrs.	24.17	24.66	25.15
After 8 yrs.	24.89	25.39	25.90
After 10 yrs.	25.64	26.15	26.67
After 15 yrs.	26.41	26.93	27.47
After 20 yrs.	27.20	27.74	28.30
After 25 yrs.	28.02	28.58	29.15

PARKING CONTROL OFFICERS

Length of Service	2.00% 7/1/2015	2.00% 7/1/2016	2.00% 7/1/2017
Starting	16.31	16.64	16.97
After 1 yr.	16.64	16.97	17.31
After 2 yrs.	17.31	17.66	18.01
After 3 yrs.	17.64	17.99	18.35
After 6 yrs.	17.80	18.16	18.52
After 8 yrs.	17.97	18.33	18.70
After 10 yrs.	18.34	18.71	19.08
After 15 yrs.	18.71	19.08	19.47
After 20 yrs.	19.08	19.46	19.85
After 25 yrs.	19.47	19.86	20.25

The Police Chief shall determine specific hours of work.

SECTION 1A OF ARTICLE 11 APPLIES TO THE STAFF SUPPORT BARGAINING UNIT ONLY.

ARTICLE 11 continued**WAGES**

Section 2: Wages– 40-hour week

PATROL OFFICERS

Length of Service	2.00%	2.00%	2.00%
	7/1/2015	7/1/2016	7/1/2017
Starting	23.47	23.94	24.42
After 1 yr.	24.23	24.71	25.21
After 2 yrs.	24.97	25.47	25.98
After 3 yrs.	25.74	26.26	26.78
After 6 yrs.	26.32	26.85	27.39
After 8 yrs.	27.25	27.79	28.35
After 10 yrs.	27.99	28.55	29.12
After 15 yrs.	29.14	29.73	30.32
After 20 yrs.	29.72	30.32	30.92
After 25 yrs.	30.62	31.23	31.86

Detectives/Evidence Technician = Patrol Officer + 1.25/hr.

Patrol Officers doing shift supervisor work temporarily + 1.25/hr.

At the sole discretion of the Chief of Police, newly hired Patrol Officers may be placed up to the level of the 3 year step in the above wage scale for qualified candidates. A qualified candidate is defined as one who has graduated from the Maine Criminal Justice Academy Basic School, or has received a waiver from the Maine Criminal Justice Academy Board of Trustees. ***NOTE: In the case of a waiver, the pay scale will become effective on the date the waiver is granted.***

SECTION 2 OF ARTICLE 11 APPLIES TO THE PATROL OFFICERS BARGAINING UNIT ONLY.

ARTICLE 11 continued

WAGES

Section 3: Wages– 40-hour week

DETECTIVES/EVIDENCE TECHNICIAN

Members of the Patrol Officers Bargaining unit who are assigned to, and performing the duties of “Detective” or “Evidence Technician” as a regular job shall receive an additional \$1.25 per hour to their regular rate of pay. Those assigned by the Police Chief to either of these positions will have the title of “Detective” or “Evidence Technician” and be assigned duties, which are consistent with the job description for that position.

Unless specifically negotiated otherwise, all other non-detective positions that are within the Detective Bargaining Unit will be paid in accordance with the pay schedule, and commensurate with the pay rate from the Bargaining Unit from which they hold equal rank.

NOTE: When a Detective or Evidence Technician accepts a Non-Detective overtime assignment, their overtime rate is calculated upon their individual detective rate.

SECTION 2 OF ARTICLE 11 APPLIES TO THE PATROL OFFICERS BARGAINING UNIT ONLY.

ARTICLE 11 continued**WAGES**

Section 4: Wages– 40-hour week

CORPORAL

Members of the Patrol Officers Bargaining unit who have not been promoted to the rank of Sergeant, but are working in place of, and performing the duties of shift supervisor on a temporary basis shall receive an additional \$1.25 per hour to their regular rate of pay. This only applies during the period of time that the patrol officer is replacing the Sergeant, and actually performing duties as a shift supervisor, and no other shift supervisor is on duty.

SERGEANT (Pay scale starts from date of promotion)

Length of Service	2.00% 7/1/2015	2.00% 7/1/2016	2.00% 7/1/2017
Starting	29.72	30.32	30.92
After 1 yr.	30.63	31.24	31.87
After 2 yrs.	31.52	32.15	32.80
After 3 yrs.	32.49	33.14	33.81
After 6 yrs.	33.45	34.12	34.80
After 8 yrs.	34.44	35.13	35.83
After 10 yrs.	35.51	36.22	36.95
After 15 yrs.	36.55	37.28	38.02
After 20 yrs.	37.64	38.39	39.16
After 25 yrs.	38.45	39.22	40.01

Longevity starts from date of promotion to Sergeant.

Lieutenant = Sergeant + 1.25/hr.

Section 5: Wages– Salary

INFORMATION TECHNOLOGY DIRECTOR

	2.00% 7/1/2015	2.00% 7/1/2016	2.00% 7/1/2017
Annual	75,500	77,500	79,000

MAINTENANCE – JANITORIAL

2.00%	2.00%	2.00%
7/1/2015	7/1/2016	7/1/2017
20.86	21.28	21.71

Section 6: In addition to the wage adjustments each year to the contract, in years 2 and 3 of the contract the wages will be adjusted upward by an additional percentage based on the real growth and the total taxable property value base of the city. The calculation will be determined by taking the incremental taxable property value of the city for the last year known at the time of the wage adjustments divided by the previous years total taxable property value base

ARTICLE 12A**UNIFORMS**

The City will pay the cost of normal acquisition and replacement of uniforms damaged or destroyed in the line of duty subject to approval of the Police Chief for Patrol Officers, Corporals / Sergeants, Detectives, and Captains upon presentation of the damaged, destroyed, or worn-out issue, including shoes and boots. All uniforms, shoes and boots, will be uniform.

The following list shall be furnished:

<u>Number Issued</u>	<u>Description of Items</u>
1	Service Cap
1	Winter hat (fur type)
1	Rain hat (plastic)
1	Watch Cap (knit hat)
4	Short-sleeve shirts w/patches
3	Long-sleeve shirts w/patches
3	trousers (type 5-11 or similar)
1	trousers (Class A)
1	Pair of police shoes, or summer boots, black
1	Pair of boots,
1	Jacket, model cruiser type w/patch
1	Jacket, model windbreaker w/removable liner
1	Raincoat,
1	Neckties
1	Sam brown belt, black
1	Holster, model high-rise or combat, black
1	Magazine pouch, black
2	Handcuff cases, black
4	Keepers, black (as needed or suspenders)
1	Hat shield
1	Shirt shield (badge)
1	Whistle, chrome, w/chain and hook
1 set	Collar brass, chrome
1	Name tag
1	Handgun w/magazines and ammunition
2	Sets of handcuffs
1	Can of Mace, w/holder
1	Expandable baton
1	Knife w/folding 4 inch locking, stainless steel blade
1	Mini flashlight, charger and holder
1	Glove pouch
1 pair	Winter gloves

THIS ARTICLE (12-B) SECTION 1 APPLIES TO DETECTIVES BARGAINING UNITS ONLY; SECTION 2 APPLIES TO STAFF SUPPORT BARGAINING UNIT ONLY

Detectives will be provided with updated uniforms and replaced as needed: one shirt, one pair of pants, one jacket. Note: (all items are if needed)

The City further agrees to reimburse the employee for the repair or replacement of a personal watch that was damaged, destroyed, or lost while on duty for an amount not to exceed \$40.00 (forty dollars) per incident.

The City shall pay the cost of normal acquisition and replacement of uniforms damaged or destroyed in the line of duty. The uniform worn by the Animal Control Officer shall be distinctly different than the uniforms worn by the patrol division. The Police Chief shall determine the specific equipment issued and worn.

ARTICLE 12B UNIFORMS

Section 1:

Officers who are required to wear plain clothes shall receive an annual clothing allowance of not more than \$600.00 for personal clothing for performing non-uniformed police duties. The annual clothing allowance based on the prior fiscal year, payable by July 15th of each year, shall not be arbitrarily withheld provided said assigned officers served in that capacity for a period of six (6) consecutive months. In no event, however, shall the combined cost of the clothing allowance and/or uniform replacement exceed the limits noted above in any one fiscal year.

Section 2:

Dispatchers may wear civilian clothes to work. The overall appearance of the dispatcher shall be neat. However, designer jeans may be worn, providing they show no signs of fading, have holes or patches.

THIS ARTICLE (12-B) SECTION 1 APPLIES TO DETECTIVES BARGAINING UNITS ONLY; SECTION 2 APPLIES TO STAFF SUPPORT BARGAINING UNIT ONLY

ARTICLE 13
VACATIONS

- a) All bargaining units shall have the amount of vacation pursuant to the following schedule:
- More than one (1) year of service, but less than five (5) years of service..... (80) hours
 More than five (5) years of service, but less than ten (10) years of service..... (120) hours
 More than ten (10) years of service (160) hours
- b) Approved vacation time may start on any day of the week.
- c) Vacation time may not accumulate from year to year, unless approved by the Police Chief as circumstances may require.
- d) For the purpose of this Article, the year shall start on the date of the month of the given employee's date of hire, and shall end on each successive anniversary month thereafter.
- e) Seniority shall be the sole determining factor for assignment of the first fifty percent (50%) of earned vacation time for the calendar year. Vacation requests must be submitted between January 1 and January 15 of each year. After the cut-off date, vacation time will be granted on a first come, first served basis, by submitting a written request to the Police Chief or his designee at least two (2) days prior to the use of vacation. The Police Chief may waive the two (2) day notice as special circumstances arise. Dispatcher requests will be considered separately from Patrol Officers requests. The Police Chief shall have two (2) business days to approve or deny any requests for vacation made after the initial January 15th period.
- f) Vacations must be taken in equivalents of one (1)-work week increments, for 50% of earned vacation time. The Police Chief may approve the use of whole or half hours, providing that Section E is met, and such approval does not create a force of coverage, or a hardship upon the shift or unit as determined by the Police Chief.
- g) If an employee voluntarily transfers from one shift to another shift or one division to another division and his/her vacation or floating holiday has already been approved prior to the transfer, he/she must resubmit his/her request. The transferee shall not bump another employee's approved vacation or floating holiday regardless of seniority.
- h) Once vacation time is approved, an employee may not change it.
- i) An employee who is entitled to more than two weeks of vacation may choose to receive compensation for the weeks in excess of two weeks in lieu of taking the vacation time off. A request for this compensation option must be submitted to the Police Chief.

ARTICLE 14
RETIREMENT

The City agrees to continue to participate in the Maine Public Employees Retirement System (MPERS), which includes the Biddeford Police Department. Effective July 1, 2003, the City agrees to participate in the MPERS Special Benefit Plan 3-N and will allow eligible employees within these bargaining units who elect to participate in this plan to do so. Effective July 1, 2010 for service provided after July 1, 2010 and not applicable to service provided prior to July 1, 2010, the City agrees to add the cost of living provision to MPERS. Both the City and the Union agree the City has no retroactive obligations related to its participation in this special benefit plan or the Cost of Living Adjustment plan. It shall be a condition of employment for all new employees to select and participate in the Maine State Retirement System or the 457 plan that is currently being offered under this agreement.

The City agrees to continue to provide the 457 Deferred Compensation Plan in lieu of the Maine State Retirement System, to a contribution matched by the City at a maximum of five (5) percent of gross weekly plan.

If during the life of this agreement the City forms a workgroup to study the viability of the City's participation in other retirement plans than those currently offered by the City, two representatives of the Police Department will be included.

ARTICLE 15
UNION BUSINESS

Authorized representatives of the Union who are employees covered by this Agreement, may be paid at the straight time hourly rate, when attending grievance meetings or conducting negotiations with the City, subject to the following conditions:

Such meeting is held during said employee's scheduled straight time working hours, and said employee would have worked had he/she not attended said meeting, and attendance is authorized by the Police Chief.

- a) The time paid for shall be limited to actual meeting time during scheduled straight time working hours, plus necessary time, if any, spent during scheduled straight time working hours in traveling between employee's work location and meeting location.
- b) The City shall not pay more than one (1) union representative at grievance meetings, up to and including meetings with the Police Chief, and no more than two (2) at grievance meetings with the Police Commission.
- c) The City shall not pay more than two (2) union representatives per bargaining unit at negotiations meeting with the City. In no case will the total paid union representatives exceed five (5).
- d) The City shall allow members of the Union to meet together twelve (12) times during the course of one (1) year in the multi-purpose room in the Police Facility Building, that is at the discretion of the elected steward and Police Chief or his designee. On-duty personnel may attend the meetings with pay provided the Police Chief or his designee previously authorizes it.

ARTICLE 16
GRIEVANCE PROCEDURE

The purpose of the grievance procedure shall be to settle all grievances between the City and the Union, or one of its members, as quickly as possible, so as to insure efficiency and to promote employee morale. The adjustment of a grievance shall be pursuant to the following procedure:

- a) The Steward or his designee shall submit the details of such grievance in writing to the immediate supervisor. Within two (2) days thereafter, the immediate supervisor shall meet with the grievant and a Steward of the grievant's bargaining unit for the purpose of adjusting or resolving such grievance.
- b) If such grievance is not resolved or adjusted to the satisfaction of the grievant and Steward, the steward shall within five (5) days, forward the grievance, in writing, to the Police Chief or his designee. Within five (5) days thereafter, the Police Chief or his designee shall meet with the said grievant and Steward of his/her bargaining unit for the purpose of adjusting or resolving said grievance.
- c) If such grievance is not adjusted or resolved to the satisfaction of the grievant and steward, then the Union shall, within ten (10) days, notify the City Manager shall meet with the City Manager for the purpose of adjusting or resolving such grievance within ten (10) days of being notified by the Union in writing, or the Union's delegate in writing.
- d) If the grievance is not resolved to the satisfaction of the Union within ten (10) days after said meeting with the City Manager, the Union may, within (10) days, request that the grievance be submitted to arbitration. The City and the Union shall have ten (10) days after said request to agree upon an arbitrator. If the Union and the City cannot agree on an arbitrator, the Union may, within five (5) days thereafter, submit the grievance to the Maine State Board of Arbitration and Conciliation. The rules of the Maine State Board of Arbitration and Conciliation shall govern the procedure for the selection of the arbitrator and the arbitration procedure.
- e) The decision of the arbitrator shall be binding on all matters contained in this Agreement, which may be binding.

THIS ARTICLE APPLIES TO ALL BARGAINING UNITS WITHIN THE BIDDEFORD POLICE DEPARTMENT.

ARTICLE 16 continued
GRIEVANCE PROCEDURE

- f) The time limits for processing the grievance may be extended by written consent of the parties executed before the expiration of the time limits prescribed.
- g) All grievances shall be filed no later than seven (7) days after the occurrence of the event or knowledge by the employees of the event-giving rise to the grievance.
- h) The parties shall bear equally the expense of the arbitrator. All other expenses attendant to arbitration shall be borne by the party incurring them, including cost of transcript and expenses of any witnesses called.
- i) The City of Biddeford recognizes the right of the Union to make a reasonable investigation of the circumstances surrounding any grievance; the City further agrees to cooperate with the Union in all such investigations.

** For the purpose of this Article, days are to mean business day. Business day means Monday to Friday excluding holidays.

ARTICLE 17
BEREAVEMENT LEAVE

- a) Leave of absence for no more than three (3) working days with pay for the scheduled working hours missed will be granted, in case of death in the family. "Family" shall mean spouse, parents, brothers, sisters, children, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepparents, stepchildren, grandparents, grandchildren, legal guardian and current or former foster children. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral. Employees must notify the Police Chief for such absences with proof of relationship.
- b) The Police Chief shall allow absence with straight hourly pay for up to one (1) day for time necessary to attend a funeral of the following relatives: aunt, uncle, niece, nephew, or any other relative who may be living in the same household.
- c) If an above-named individual should die while the employee is on vacation leave, holiday leave, sick leave or personal leave, and other leave, he/she is not to be paid for these additional days nor is he/she to receive any additional days off. Bereavement entitlement that is authorized under the conditions prescribed in Article 17(a) and Article 17(b) will be granted and the appropriate paid leave be credited accordingly.
- d) Additional paid time off may be granted at the sole discretion of the Police Chief charged to the employees other accumulated leave.

THIS ARTICLE APPLIES TO ALL BARGAINING UNITS WITHIN THE BIDDEFORD
POLICE DEPARTMENT.

ARTICLE 18
AVAILABILITY OF AGREEMENT

The City will make readily available to each employee, a full and complete electronic copy of this bargaining agreement, from which employees may copy or print this agreement in whole or in part.

ARTICLE 19
EQUIPMENT

The City agrees to provide all necessary equipment other than provided in Article 12 to perform duties related to police work as determined by the Biddeford Police Chief.

THIS ARTICLE APPLIES TO ALL BARGAINING UNITS WITHIN THE BIDDEFORD
POLICE DEPARTMENT.

ARTICLE 20
SENIORITY

- a) Seniority will be determined as follows:
- 1st by rank
 - 2nd if employees are of equal rank, then by date of rank, or date of appointment
 - 3rd if date of rank or date of appointment is the same, then by the last date of hire as an employee with the City of Biddeford Police Department.
- b) Seniority shall be a factor when considering job openings, promotions, and work shift assignments. However, seniority will not be invoked for the purpose of work shift assignments or job openings unless a work shift vacancy or job opening has already been created.
- c) However, in the case of lay-off, an employee within the Captains, Corporal / Sergeant, Detectives and Patrol Officers Bargaining Units may bump a junior employee in an equal rank or lower classification.
- d) Seniority shall be the sole determining factor for fifty percent (50%) of earned vacation weeks for the calendar year. These vacation requests must be submitted between January 1 and January 15 of each year. After the cut-off date, vacation time will be determined by a first come, first serve basis, by submitting a written request to the Police Chief or his designee at least two (2) days prior to the use of vacation. On a case-by-case basis, the Police Chief may waive the two (2) day notice as special circumstances arise.
- e) Seniority based on the date of hire shall include all Police Department non-supervisory employees for vacation purposes.

THIS ARTICLE APPLIES TO ALL BARGAINING UNITS WITHIN THE BIDDEFORD POLICE DEPARTMENT.

ARTICLE 21
UNION SECURITY

- a) Membership in the Local union is not compulsory; membership in the Local union is separate, apart and distinct from the assumption by an employee of his/her equal obligation to the extent that he/she receives equal benefits. The Local Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this agreement has been made for all employees in the bargaining unit and not for members in the Local Union.
- b) This agreement has been executed by the employer after it has satisfied itself that the Union is the choice of a majority of employees in the bargaining unit. Accordingly, it is fair that each employee in the unit pays his/her own way and assumes his/her fair share of the obligations along with the grant of equal benefits contained in this Agreement. In this regard, employees may select to accept the provision of either Sections 1 or 2 below.
- c) Employees in good standing laid off in accordance with Article 20 for other than disciplinary action shall have recall rights to their position for not more than twelve (12) months from the effective date of layoff with no wage and benefit reduction.

Section 1 – Union Membership:

All employees who are members of the Union as of the date of this Agreement and all employees who hereafter become members of the Union, shall, as a condition of employment, maintain their membership in good standing in the Union for the duration of this Agreement.

Section 2 – Fair Share Fees

Any present or future employee who is not a member and does not want to be a member shall pay a fair share fee as a contribution towards the administration of the Agreement in the amount equal to 80% of current dues for the duration of this Agreement.

Section 3:

Any employee who elected to select the provisions of Section 1 or 2 and who fails to maintain his/her membership as required in Section 1 of this Article, shall be discharged by the employer upon notification from the Union and corroborative proof of nonpayment by the employee.

Section 4:

THIS ARTICLE APPLIES TO ALL BARGAINING UNITS WITHIN THE BIDDEFORD POLICE DEPARTMENT.

The Union shall indemnify, defend and hold the employer harmless against all claims and suits, which may arise as a result of action taken pursuant to this Article and in the collection of dues.

ARTICLE 22

GENDER

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

ARTICLE 23

POLICE VEHICLES

The City agrees to maintain all police vehicles in a safe status that will pass a certified inspection station.

Action to remedy any noted discrepancies shall be initiated by the City forthwith and corrected within a reasonable time.

The City shall welcome all written requests from any employee for safety features or other suggestions for any existing police vehicle or when ordering new police vehicles. The Police Chief shall review each request with the employee and make a decision as to the merits of it.

Any employee assigned a police vehicle who refuses to operate such police vehicle because he believes it to be unsafe, shall be assigned some other than unordinary detail.

ARTICLE 24**NO STRIKE**

There shall be no stoppage of work or slow-down by the Union nor any lockout by the City during the life of this Agreement.

ARTICLE 25**UNION STEWARD**

- a) At no time shall an employee be forced not to have the Union Steward of his bargaining unit with him/her while going before any officer of the Department making any charges, or before being disciplined or for any other reason.
- b) No Union Steward shall be transferred without his/her prior approval in writing, to any other shift unless it can be proven that his/her job performance is unsatisfactory or unless promoted to a higher rank.
- c) If the bargaining unit steward is unavailable or there is a conflict, then the employee will have the right of his/her choice of steward.

ARTICLE 26
OVERTIME

- a) Employees shall be paid at the rate of one and one half (1½) times their regular hourly rate for all hours worked in excess of the weekly average of forty (40) hours in a pay week. Hours worked shall include paid sick leave, vacation, bereavement leave, holidays, Worker's Compensation paid time off.
- b) 1. Separate files, one for Patrol Officers and one for corporals and sergeants shall be kept and maintained by the on-duty shift supervisor.
2. Employees, upon acceptance or refusal of overtime, will be rotated to the rear of the file. If an employee cannot be contacted, is on vacation, sick leave, or other authorized leave, or is working a police detail, which extends beyond the starting period of overtime hours, his/her position in the file will not change.
3. a. Corporals and sergeants will not fill Patrol Officers vacancies unless all available full and part-time Patrol Officers and detectives have refused.
- b. Officers above the rank of Sergeants will not fill patrol supervisor vacancies unless all available Corporals and Sergeants have refused.
4. The City will distribute overtime in as fair and equitable a manner as circumstances and job requirements will permit. (The Police Chief or his designee will oversee Records of overtime.)

ARTICLE 27
INSERVICE TRAINING

All required in-service training shall be paid in accordance to Article 26, Section A. In order to be eligible to receive compensation for attendance of required in-service training classes, the employee must successfully complete the requirements of the particular course of instructions being attempted. Failure to meet the requirements of a particular subject matter will result in nonpayment, and the employee may be required to retake the area of instruction failed. After two (2) failures, the employee may be reassigned or disciplined. The City further agrees to offer at least thirty (30) hours of in-service training per calendar year.

THIS ARTICLE APPLIES TO ALL BARGAINING UNITS WITHIN THE BIDDEFORD POLICE DEPARTMENT.

ARTICLE 28
EMPLOYEE RIGHTS

To insure that an internal investigation of any employee involving non-criminal conduct assigned to an internal affairs investigator by the Chief of Police will be conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each member of the department, the following rules of procedure are established.

- A) Before any witness (excluding the complainant) is interviewed regarding an employee's conduct, the employee being investigated must be made aware of the investigation, and shall be requested to sign a document acknowledging his awareness. Upon refusal to sign, it shall be noted on the appropriate form. A witness must be shown the acknowledgement, if requested, prior to any questioning.
- B) As much as possible, the interview will be conducted in and at a reasonable time, taking into consideration the working hours of the employee, and the legitimate interests of the department. The official conducting the investigation must advise the employee that an official investigation is being conducted. The investigating officer must inform the employee of the nature of the alleged conduct, which is the subject of the investigation. The employee shall be informed of his rights under Garrity, and the complainant shall be identified. If it is known that the employee being interviewed is a witness only, he/she shall be so informed. If called in for an interview while off-duty, the employee shall be compensated at his/her regular rate of pay.
- C) The interview shall be conducted with the maximum amount of confidentiality possible.
- D) The interview of an employee suspected of violating departmental rules and regulations shall be limited to questions, which are directly related to the employee's involvement in the alleged violation.
- E) The interview may not be conducted by more than two (2) interviewers at any one time.
- F) No employee shall be forced to submit to a polygraph examination against his/her wishes by fear of penalty.
- G) An investigation shall be conducted without unreasonable delay, and the employee shall be advised of the final outcome of the investigation within twenty (20) business days of the initiation of the investigation. If, for any reason, the investigation cannot be concluded within the time limit, the employee being investigated shall be given an explanation of the delay, and be advised of the outcome as soon as the investigation is completed.

THIS ARTICLE APPLIES TO ALL BARGAINING UNITS WITHIN THE BIDDEFORD POLICE DEPARTMENT.

ARTICLE 28 continued
EMPLOYEE RIGHTS

- H) If the results of an investigation against an employee prove that the charges are unfounded, then it shall be so noted in the final report of the investigation.
- I) An employee shall have the right to a private or public hearing if he/she so desires.
- J) An employee suspended for other than final disciplinary action shall receive his/her regular weekly pay, not to exceed forty-five (45) working days.
- K) An employee suspended for an external investigation shall receive his/her regular weekly pay up to forty-five (45) days; the Police Chief may extend the amount of paid days off for good and valid reasons.

If an employee is under arrest, or is likely to be, that is, if the employee is a suspect or the target of a criminal investigation, the employee shall be afforded all rights granted under such circumstances to any other person. If the matter being investigated is to be handled administratively only, then the interviewer shall advise the employee of his/her rights under Garrity. Otherwise, the employee must be advised of his/her Miranda rights as required of any other person under similar circumstances.

An employee being investigated for a criminal offense may have an attorney present at any time during the interview. The employee shall be afforded a reasonable opportunity and facilities to conduct and consult privately with an attorney and/or the Union.

ARTICLE 29
BULLETIN BOARD

The City shall furnish a bulletin board of at least four (4) feet by four (4) feet, for any and all Union matters to be posted by the proper Steward. This board shall be in the Briefing Room where all personnel shall have access to it at all times.

ARTICLE 30
WORK RULES

The Union shall be permitted to make suggestions regarding departmental rules and regulations. These suggestions will be submitted in writing by the Union to the Police Chief.

ARTICLE 31
PART-TIME WORK

Any officer of the department who engages in employment outside of his/her regular duty hours shall be subject to call at any time to perform the duties and fulfill his/her responsibilities of the Department. Further, any claims, which may arise out of his/her part-time service, will not be chargeable in any form for benefits for which the City is responsible. Part-time work shall include work for another municipality as a part-time law enforcement officer. Should his/her efficiency and productivity with the City of Biddeford be affected adversely as determined by the Police Chief, the officer performing such part-time work may be required to submit a letter of resignation terminating such part-time work within two (2) weeks except when that two (2) week notice in the opinion of the Police Chief would cause an extreme hardship on the primary employer. Proof of such resignation shall be given to the Police Chief. The foregoing limitations do not apply a "mutual aid" when agreed to by the City of Biddeford.

ARTICLE 32
CONSUMER PAID DETAILS

Outside assignments (consumer paid details) shall be administered by the Police Chief or his designee. No personnel shall accept outside assignments on an individual basis. Part-time officers shall only work assignments or overtime when regular employees are not available.

Officers working consumer paid details shall be paid a flat rate of \$50.00 per hour for a minimum of four (4) hours. Sergeants working a consumer paid detail shall be paid at the flat rate of \$60.00 per hour, for a minimum of four (4) hours.

The provisions of this Article become effective upon the signing of this Agreement.

ARTICLE 33
CALL BACK TIME

Whenever an employee is called to work outside of his/her regularly scheduled working hours, he/she shall be paid a minimum of four (4) hours pay. Any off-duty attendance required by the City at District Court or Superior Court or the Department of Motor Vehicle Hearings will be compensated for by the City at the rate of one and one half (1½) the officer's base hourly rate and the minimum pay shall be for two (2) hours. Further, any monies received by the officer(s) from other sources for such services shall be returned to the City as offsets. Such payments by the City shall be made on the next pay date after such services.

An employee, who has reported for work prior to or just after the actual beginning or termination of his/her shift, is in full uniform, and responds to an emergency from the Police Station shall be paid the applicable overtime rate for the duration of the emergency or for a minimum of one (1) hours of pay, whichever is greater.

ARTICLE 34
WORK WEEK

The normal workweek is that which is currently in effect. The City and the Union will negotiate any changes to the hours of work.

ARTICLE 35
SIGNS POSTED

The City agrees to place the responsibilities of the preparation for an adequate number of temporary no parking signs by the appropriate agencies who wish the signs to be posted. The Police Department shall post them.

ARTICLE 36
ACCESS TO PREMISES

Authorized agents of the Union shall, upon notifying the Police Chief or his designee, have access to the employer's establishment, including the Biddeford Police Department headquarters, during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to.

ARTICLE 37
PERSONNEL RECORDS

- a) All personnel records, including home addresses, telephone number and pictures of employees shall be confidential and never released to any person other than the officials of the Biddeford Police Department, except upon subpoena from a competent court of law or upon written authorization of the employee, unless it invokes a criminal investigation.
- b) Upon request, an employee shall have the right to inspect his/her official personnel records wherever kept. Inspection shall be during regular business hours of the respective repository and be conducted under the supervision of the Biddeford Police Department. An employee shall have the right to make duplicate copies for his/her own use. No record(s) shall be withheld from a member's inspection.
- c) An employee shall have the right to include in his/her personnel records written refutation of any material he/she considers to be detrimental and submitted in time for process according to Article 16.

ARTICLE 38
WEEKLY PAY DAY

The City agrees to have all weekly paychecks delivered, if possible, on each Wednesday.

Employees going on vacation shall receive up to three (3) weeks earned vacation pay in advance, if requested, provided advance notice of at least fourteen (14) days is given.

ARTICLE 39
LEGAL AID AND PROTECTION

The City shall provide Police Professional Liability Coverage for employees covered by this Agreement to the extent and limits stated in such policy of insurance. Such insurance policy shall cover the employee when sued for damages as a result of acts as stated, defined, and limited in said policy which arises out of and in the regular course of duty. The limits of liability coverage shall be as stated, defined, and limited in said policy but shall meet or exceed the limits of the Maine Tort Claim Act.

THIS ARTICLE APPLIES TO ALL BARGAINING UNITS WITHIN THE BIDDEFORD
POLICE DEPARTMENT

ARTICLE 40
DISCIPLINARY ACTION

It is recognized that on occasion it is necessary to enforce rules by means of corrective disciplinary action.

In those instances where the employee's conduct or job performance requires corrective action, the normal course of action is in accordance with the current practice recognizing that corrective action to be effective must be performed within a reasonable time after the realization of the infraction or appraisal.

ARTICLE 41
HEALTH CLUB REIMBURSEMENT

The City agrees to reimburse Unit members for the difference between what the Health Insurance Company provides and the cost of membership at a health club. The City will reimburse for a health club membership up to a maximum of \$20 per month per unit member. In addition, the unit member must provide the Police Chief with proof of attendance.

ARTICLE 42
DURATION OF AGREEMENT

Section 1:

This Agreement shall be effective as of July 1, 2015 and it shall remain in full force and effect until June 30, 2018. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations process.

Section 2:

In the event that either party desires to terminate this Agreement, written notice of desire to cancel or terminate the Agreement must be given to the other party not less than sixty (60) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

Section 3:

In the event of inadvertent failure by either party to give the notice set forth in Sections 1 and 2 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of the Agreement shall be the sixty-first (61) day following such notice.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this 3rd day of December, 2015, to be effective as of July 1, 2015 (unless otherwise noted).

FOR THE CITY


CITY MANAGER

FOR TEAMSTER LOCAL NO. 340


PRESIDENT


SECRETARY / TREASURER



THIS ARTICLE APPLIES TO ALL BARGAINING UNITS WITHIN THE BIDDEFORD POLICE DEPARTMENT

Appendix A



City of Biddeford Police Department

DOMESTIC PARTNER AFFIDAVIT

I, _____ and _____ certify that we have been in a relationship for _____ (_____) years and intend to remain so indefinitely, neither one of us is married to anyone else, we are both at least eighteen (18) years of age, we are not related by blood to a degree that would prohibit marriage in the State of Maine, and that we are jointly responsible for each other's common welfare, share significant financial obligations, and share our primary residence.

The employee agrees to notify the City of Biddeford in writing within thirty-one days of any termination of our domestic partnership. A written termination statement shall affirm that the partnership is terminated and that a copy of the termination statement has been mailed to the other partner.

Signed and dated this _____ day of _____ (month) _____ (year).

Employee Signature _____

Domestic Partner Signature _____

Notary Public Signature _____

My Commission Expires _____