

POLICE AGREEMENT

AGREEMENT made the 5th day of October 2022, by and between the CITY OF BATH, a body corporate and politic, situated at Bath, in the County of Sagadahoc, and State of Maine, (hereinafter referred to as the City) and the BATH POLICE ASSOCIATION/FRATERNAL ORDER OF POLICE (hereinafter referred to as the Union).

Pursuant to Title 26, Maine Revised Statutes Annotated, Section 961, et. seq., and in consideration of the mutual promises of the parties herein contained, the parties agree as follows:

ARTICLE I - UNION SECURITY

SECTION 1. Agency Shop. All permanent members of the Department, upon successful completion of their probationary period, shall have the right to join the Union except as otherwise provided herein, or to refrain from doing so. No employee shall be favored or discriminated against either by the City or by the Union as a result of that employee's membership or non-membership in the Union. The Union recognizes its responsibilities as bargaining agent for all employees in the bargaining unit without discrimination, interference, restraint, or coercion due to membership or non-membership in the Union.

The employee may elect to be subject to no payroll deduction. However, if that employee utilizes the services of a Union attorney or representative for grievance procedures or other business, the employee may be required to pay for the services pursuant to an agreement with the Union. The cost to the Union for arbitrators or proceedings, if any, will be the sole and exclusive responsibility of the employee.

The Union further agrees to indemnify and hold the City harmless against all claims and suits which may arise by virtue of any action taken in making deductions and remitting same to the Union pursuant to Section 5. of this Article.

SECTION 2. The City recognizes the Union as the sole and exclusive collective bargaining agent for the members of the Bath Police Department. The following positions within the Bath Police Department are designated as Union positions: Sergeant, Corporal, Detective Sergeant, Detective, School Resource Officer, and Patrol Officer. For purposes of defining the bargaining unit, the position of Administrative Assistant to the Chief of Police is specifically designated a Non-Union position.

SECTION 3. The Union recognizes the Personnel Service Commission as the Advisory Board to the City, with respect to qualifications for employment and promotion.

SECTION 4. The Union agrees to furnish the Chief of Police with the names of the officers of the Union and the names of the members of the Grievance Committee.

SECTION 5. Dues Deductions. The City agrees to withhold all dues for all employees providing a written payroll authorization. The City will withhold such dues on a weekly basis and will

transfer said sums to the Union monthly, unless accounting systems or procedures preclude compliance on a temporary basis. The Union and all employees electing dues deduction agree to indemnify and hold the City harmless against all claims and suits which may arise by virtue of any action taken in making deductions of dues and remitting same to the Union.

SECTION 6. The City shall establish a seniority list and it shall be brought up to date on the first of January of each year and posted at Police Headquarters. A copy shall be mailed to the Secretary of the Fraternal Order of Police. Any objection to the seniority list as posted shall be reported to the Chief of the Police Department in writing within ten (10) calendar days following the posting of such list, or it shall stand as accepted.

Seniority shall mean an employee's length of continuous service with the Department since his last date of hire.

In the event of a reduction in the work force, then the employee with the least seniority shall be laid off first and the employee with the most seniority shall be rehired first providing, however, that he is qualified to fill the vacant position, or positions, and no new employee shall be hired until all employees on lay-off have been given an opportunity to return to work provided, however, that the recalled employee has the skill and ability, as determined by the City Manager, to fill the vacant position.

The employees' right to recall shall expire eighteen (18) months after the date of notice of layoff. If the City determines that a recall of laid off employees is appropriate, then the laid off employee shall be sent correspondence by certified mail, advising that employee that they may resume a position with the City. The employee must respond to the certified mail within seven (7) days as to whether or not they desire to be re-employed. If re-employment is indicated, the employee shall report to work no later than one week after notice to accept re-employment is given.

SECTION 7. The Union may use the present bulletin boards for posting notices to its membership.

SECTION 8. The City agrees that during working hours, on the City premises and without loss of pay, Union representatives shall be allowed, within reasonable limits and with the consent of his immediate superior, to post Union notices, transmit communications, and consult with the Chief of Police and Union Officers concerning the enforcement of any provisions of this Agreement.

SECTION 9. Accredited representatives of the Fraternal Order of Police shall have access to the premises of the City at any time during working hours to conduct official Union business with the approval of the Chief of Police.

SECTION 10. The Union may use the City premises for Union meetings with the approval of the Police Chief.

SECTION 11. An employee of permanent standing may be granted a leave of absence without pay by the City Manager upon recommendation of the Chief of Police. Such leave of absence without pay shall not exceed one (1) year in length and shall only be granted when it appears, because of the past record of the employee, or because of the purpose for which the leave is requested, that it is in the best interest of the City to grant the leave.

All benefits shall be discontinued during the term of the leave of absence. However, the employee may choose, at his option and his own expense, to continue such benefits as medical coverage. Sick leave and vacation benefits accrued prior to the leave of absence will be carried forward, but additional vacation and sick leave will not accrue during the period of the leave of absence.

Any member of the Police Department granted a leave of absence by the City Manager shall retain all rights of seniority earned at the time of the granting of the leave.

Leaves of absence for medical or family purposes, shall be in accordance with the Federal and State Family and Medical Leave Acts.

Leaves of absence for military service shall be in accordance with State Law (26 M.R.S.A. Section 811).

SECTION 12. In the case of Police Officers, they shall serve a probationary period of one (1) year which shall commence after graduation from the Maine Criminal Justice Academy or the date that the Maine Criminal Justice Academy Board waives the basic training requirement.

All employees who have worked their probationary period shall be known as regular employees and the probationary period shall be considered part of the seniority time providing, however, the City shall have the right to terminate, without compliance with the terms of this Agreement, the employment of any such new employee during the probationary period.

SECTION 13. Protection from Discrimination. The City agrees to provide equal opportunity to all employees with respect to appointments and general working conditions, without regard to union membership, race, color, sex, sexual orientation, physical or mental disability, genetic predisposition, religion, age, ancestry or national origin, or any other legally protected category.

ARTICLE II - MANAGEMENT RIGHTS AND DEPARTMENTAL RULES

SECTION 1. The City shall have the exclusive right to hire, promote, demote, transfer, make regulations for safety of employees, increase or decrease the work force, suspend or otherwise discipline and discharge for just cause any employee of the Police Department and to make and enforce rules and regulations governing the conduct and the work of its employees as are not inconsistent with the provisions of this agreement. The within enumerated rights are solely vested in the City, subject to the provisions of the City Charter and Rules and Regulations adopted pursuant thereto and subject to the provisions of this Agreement. Notwithstanding the foregoing, the City shall have all such other rights as are not specifically granted herein to the Union.

SECTION 2. Work shifts may be exchanged between members of the Police Department with the prior approval of the Chief of Police.

SECTION 3. The City shall have the exclusive right to make new rules and regulations and to make changes in existing rules and regulations.

When existing rules are changed, or new rules are established, including disciplinary procedures, they shall be posted prominently on all bulletin boards not less than three (3) days prior to becoming effective and shall remain posted for an additional five (5) days after the effective date. All employees shall be provided with, and sign for, a copy of the rules at the time of posting. New employees shall be provided with, and sign for, a copy of the rules at the time of hire. Rules, procedures, and this contract will be made available digitally.

Employees shall comply with all rules and regulations that are not in conflict with the terms of this Agreement. Any unresolved complaint regarding any new or existing rule or regulation, or any complaint involving discrimination in the application of new or existing rules and regulations, shall be resolved through the grievance procedure and all such rules shall be complied with pending resolution of the grievance through such procedure.

SECTION 4. Every sworn member of the department shall undergo a complete physical examination annually in the interest of preventive medicine. The examination shall be performed by the employee's personal physician in accordance with protocols provided by the City. The results of the examination shall be reported on a form provided and approved by the Union, to the Chief of Police. All costs relative to the annual physical shall be borne by the City. Any member whom the physician judges to be in extremely poor physical condition shall be placed on a body conditioning program, the schedule of time and the elements for such program shall be set by the physician in coordination with the member's personal physician. Said schedule shall be reported to the Chief of Police. Any member who in the opinion of the physician has willfully failed to follow the prescribed body conditioning program shall be suspended without pay. Special equipment necessary to the program shall be available from the City.

SECTION 5. All matters of discipline, and any appeal of disciplinary action, shall be in accordance with the grievance procedures outlined in Article XV of this agreement, with the exceptions of steps 1 and 2 under Section 2.

A reprimand, issued by the supervisor, outlines the poor behavior, cautions an employee about the poor behavior, sets forth the corrected or modified behavior mandated by the agency and specifies the penalty in case of recurrent poor behavior. Reprimands can be oral for less serious offense, or written, for repeated minor offenses or more serious offenses. An oral reprimand must be recorded as having been issued, with summary details, on a discipline action form. This record may be purged from personnel files after 12 months or the completion of the employee's annual evaluation, at the determination of the Chief of Police. Retention of records shall be in accordance with Maine State Local Government Record Retention Schedules as set forth in Maine Revised Statutes Title 5, Chapter 6, §95-B. When retention schedules have expired and

further retention of records creates an undue burden, records shall be destroyed in accordance with State law

ARTICLE III - NO STRIKE CLAUSE

The protection of the public health, safety and welfare demands, and the Union agrees, that the permanent uniformed members of the Police Department shall not strike or engage in any work stoppage or slowdown. The City agrees there will be no lockout of the members of the Union.

ARTICLE IV - WAGES

SECTION 1. Regular wages shall be paid to the Police Department personnel in accordance with the City pay plans set forth as Exhibits A, B, C & D Annexed hereto for the periods July 1, 2022 through December 31, 2022, January 1, 2023 through December 31, 2023, January 1, 2024 through December 31, 2024, and January 1, 2025 through June 30, 2025.

SECTION 2. Any employee called by a superior officer to perform any police function including court case preparation, during "off duty" time shall be paid for a minimum of three (3) hours. Any call back time required for appearing in court shall be paid for a minimum of four (4) hours. Such minimum call back provision shall not pertain to the extension of a regular tour of duty, except that minimum call back time for training sessions shall be two (2) hours. Call back time in excess of the regularly scheduled forty (40) hours or an eight (8) hour tour or, for those employees on a ten (10) hour, four (4) day schedule, a ten (10) hour tour, in a one (1) day period, shall be paid at the rate of time and one half the hourly rate to the nearest quarter (1/4) hour.

In instances where, in the judgment of the Chief of Police or in their absence the officer in charge of the department, an emergency situation exists, then any and all members of the department shall be subject to mandatory call-back for duty during the emergency situation. Any such duty shall be subject to the above-described call-back provisions.

SECTION 3. Any hours worked in excess of the regularly scheduled forty (40) hours per week or in excess of an eight (8) hour tour or, in the case of those employees working a ten (10) hour day, four (4) day week, a ten (10) hour tour shall be paid at the rate of time and one half the hourly rate to the nearest quarter (1/4) hour There shall be two (2) consecutive days off within the seven (7) day period for those employees working a five (5) day week, and three (3) consecutive days off within the seven (7) day period for employees working a four (4) day week. Changes in work schedules shall be posted two (2) weeks prior to becoming effective. Special duty assignments shall be a minimum of four (4) hours and shall be defined as that duty for which the City is reimbursed for its costs, such special duty shall be at a specified hourly rate as set forth in Appendix A to the nearest quarter (1/4) hour.

Up to four (4) hours per month, beyond the regularly scheduled forty (40) hour workweek, may be used for training purposes, to be paid at regular rates rather than overtime rates. The training shall be in-house training only and, if not utilized during the month, then up to the four (4) hours may be carried over into the succeeding month. This shall not apply to regularly scheduled in-house firearms training necessary for certification.

SECTION 4. All overtime work shall be performed by regular members of the Department when they are available for such assignments. For the purposes of determining overtime work, it shall mean any work normally performed by the Bath Police Department with the exception of the following provisions:

- A. Organizations sponsoring events requiring a police officer in attendance may contract with outside police officers providing that said police officers do possess, in the opinion of the Bath Police Chief, minimum qualifications to provide acceptable services for these events.
- B. The City reserves the right to utilize the volunteer services of other law enforcement agencies when catastrophic emergencies occur necessitating activation of mutual assistant agreements without being required to utilize the off-duty Bath Police Officers at overtime compensation.

The City and the Union agree that, to the extent practicable, no employee shall work in excess of fifteen (15) hours in succession.

In consideration of the City's Agreement to limit, to the extent practicable, performance of overtime work to the regular members to the Police Department, the Union agrees to accept primary responsibility for the distribution of such overtime work among its members in accordance with the overtime assignments memorandum of understanding, and shall see that such overtime work is performed in accordance with the overtime assignments memorandum of understanding. In the event it shall be desirable to change such procedures, the changes shall be mutually agreeable to the Union and the Chief of Police. Such rules and procedure shall be reduced in writing and filed with the Chief of Police.

Failure by the Union to adhere to these provisions shall be interpreted by the City as an abdication by the Union of a vested relationship in overtime assignment.

SECTION 5. Any employee who temporarily serves in an acting supervisory capacity in charge of a shift or tour of duty shall be compensated at the supervisory rate for such service.

SECTION 6. Where vacancies exist in the competitive service subject to the personnel service commission ordinance, and where applicants have been certified by the personnel services commission, the Chief shall appoint a qualified applicant within sixty (60) days pursuant to the posted administrative selection procedure.

SECTION 7. All employees covered by this Agreement shall receive an annual payment of longevity pay at the rate of One Dollar (\$1.00) per month for each month's service after forty-two (42) months. The maximum annual payment that may be made shall not exceed Two Hundred Fifty-eight Dollars (\$258.00).

For purposes of compliance with Fair Labor Standards, and only to the extent that such compliance is required, longevity pay shall be figured into the hourly rate by taking the total

amount of longevity paid to the employee in the previous calendar year and dividing by 2,080. That hourly rate shall then be multiplied time 1.5 to arrive at an hourly overtime rate and then applied to the hours of overtime worked by the employee during the previous fiscal year. This amount shall be calculated in January of the next calendar year and paid on or before January 31st in a separate check.

SECTION 8. Educational Incentive and Military Service Credit. Employees shall receive educational pay in recognition of satisfactory completion of an associate or bachelor's degree from an accredited college or university in Police Science, Criminal Justice, Law Enforcement, or any other job-related field approved by the Chief of Police and the City Manager in advance. Four years or more of prior military service (active duty or reserve) shall be credited at the same level as an associate degree. It is the responsibility of the employee to provide documentation proving current or past honorable service. There will be no duplication of incentives. Such pay shall be granted in accordance with the following schedule:

Associate Degree: \$0.70

Bachelor's Degree: \$1.60

SECTION 9. The Union agrees to allow the City to adjust the pay period in such a fashion as to result in the payment of wages to an employee one week in arrears. It is the purpose of this provision to permit compliance with previous management letter from the City auditors to hold back a week's pay and provide for payment of wages one week in arrears.

SECTION 10. Lateral Entry. Since it is deemed to be a benefit to the City and to the Department to be able to hire experienced officers in order that the level of service of the Department be enhanced, the City shall be allowed to give credit for prior law enforcement experience to new hires for the purpose of determining their initial wage and vacation level. The prior experience would be implemented as of the date of hire. The new hiree shall be given credit for experience by placing them on the applicable City's Wage Scale at a step level reflecting all or a portion of their prior police experience. This shall be done upon the recommendation of the Police Chief and shall be subject to the approval of the City Manager. It is understood that credit for prior law enforcement experience for purposes of determining wages, shall have no effect on the seniority of the member and such seniority shall reference only time in service within this Department.

SECTION 11. Cell Phones. The City, at its sole discretion, will either provide a City cell phone to members, with the members paying ten dollars (\$10.00) per month, or will contribute twenty dollars (\$20.00) per month to the member's individual cell phone plan.

SECTION 12. Field Training Officer. While employees are performing functions as a Field Training Officer (FTO), the employees hourly pay shall be increased by seventy-five cents (\$0.75) for all hours spent performing FTO functions.

SECTION 13. K-9 Handler. Any employee who is a trained K-9 Handler and handles a K-9 for the department, in recognition of the fact that they are responsible for the K-9 during off duty hours, the employee will be paid fifteen dollars (\$15) for each day the employee is not working.

In addition, any out-of-pocket expenses, such as food and veterinary bills, will be paid for by the City. This position will be selected by an internal hiring process.

SECTION 14. Harbormaster. The Harbormaster and Assistant Harbormaster shall be appointed by the City Council. The Harbormaster receives an additional pay of forty-eight (\$48) per week and the Assistant Harbormaster receives an additional pay of twenty-five (\$25) per week for the additional duties and responsibilities required of each position pursuant to the City ordinance and state law. These positions will be selected by an internal hiring process.

SECTION 15. School Resource Officer (SRO). This position works with both Bath Police Department and Regional School Unit 1. A separate agreement between these two entities defines responsibilities and reporting requirements for the position. The SRO will be paid an additional pay of \$1.00 per hour. This position will be selected by an internal hiring process.

ARTICLE V - HEALTH

SECTION 1. Health Insurance. The City agrees to participate in the cost of health insurance by maintaining current coverage which is at the Maine Municipal Health Insurance Trust, POS-C level or the equivalent thereof in other comparable programs. The employee shall assume the cost of fifteen percent (15%) of the premium cost of the policy coverage selected by the employee. Effective January 1, 2017, the City agrees to participate in the cost of health insurance by offering the Maine Municipal Employee Health Trust's PPO-500 plan, or the equivalent thereof. The premium cost of the policy coverage selected by the employee (i.e. single, family) shall be divided between the employee and the employer with the employee assuming fifteen percent (15%) of the premium cost and the employer assuming eighty-five percent (85%) of the premium cost. In addition, the City of Bath will provide a back-loaded Health Reimbursement Arrangement (HRA) at the rate of eighty percent (80%) of the deductible and co-insurance expenses as defined by the Anthem Plan for each employee enrolled in the City's Health Insurance Program. The City shall also contribute one hundred dollars (\$100.00) annually to a Flexible Spending Account (FSA) for each enrolled employee.

The provisions regarding health insurance at the expiration of this Contract, and until a new Contract is adopted and implemented, shall remain in full force and effect. The HRA funding will continue at an 80% level and the employee's contribution to the premium cost will remain at 15%.

SECTION 2. Personal Property Reimbursement. In the event that any employee covered by this Agreement suffers damage to personal property as a result of their official police activities, the City shall compensate said employee for such loss to the extent that it is not otherwise covered by the employee's insurance. The maximum jewelry reimbursement shall be One Hundred Dollars (\$100.00).

SECTION 3. Health Incentive Program. Every sworn member of the Department shall complete an annual physical fitness assessment program mutually agreed to by the Union and the City. All cost relative to the program shall be borne by the City.

All sworn members are encouraged to maintain a level of physical fitness appropriate to the demands of police work. Therefore, it is mutually agreed that the physical fitness assessment consists of the following components:

- (1) Aerobic Capacity
- (2) Flexibility
- (3) Muscular Endurance

Minimum test performance standards are established based upon a combination of male and female standards at the 40th percentile level developed by the National Aerobics Institute. The fitness test will consist of the Maine Criminal Justice Academy entrance physical test.

Fitness Test:

- One Minute Sit-Up Test
- One Minute Push-up test
- 1.5 Mile Run/walk

No standards established will be discriminatory and the standards set are minimum standards.

It is recognized that these above standards incorporate the Maine Criminal Justice Academy Physical Fitness Standards and that such standards are subject to change. Any change in the standards, therefore, shall become part of this program and such changes shall become part of this Contract.

Should an employee have a physician confirmed condition or injury that prohibits them from completing one of the standard components of the assessment, an alternative test may be used. This alternative and the minimum standard for the alternative test shall be determined by mutual agreement between the Union and the City. The currently approved alternative test for the run is the Row test, performed on a Dept-owned Concept 2 rowing machine, with standards set forth by the Texas Department of Public Safety Fitness and Wellness Unit, consisting of a 2000M row. See <https://www.dps.texas.gov/ETR/FitnessWellness/concept2RowerCalc.htm> for calculations on standards according to gender, age and weight and desired percentile score. A passing score must be above the 50th percentile, in line with MCJA fitness test exit standards.

Any member that exceeds the minimum standards by ten percent (10%) shall receive twenty (20) hours off with pay, to be taken with the advance permission of the Chief of Police or their designee and at such times as overtime is not necessary to cover the employee's position. If the member exceeds the standards by twenty percent (20%) then the employee shall be given forty (40) hours off with pay, to be taken with the advance permission of the Chief of Police or their designee and at such times as overtime is not necessary to cover the employee's position.

Should an employee fail to meet the standards set forth above or any revision of those standards, the employee shall be encouraged to participate in a remedial physical fitness program prescribed for that employee and shall be retested after six (6) months of the original test. Should the employee still fail to meet the minimum standards, after the six (6) months of remediation,

the employee will be ineligible for promotion, non-mandatory training opportunities, and will lose seniority rights until such time as the employee passes the minimum standard. The employee shall have an additional thirty (30) days to pass the fitness test to receive time off with pay for exceeding the fitness standards set forth above. After that period, the employee will not be eligible for that reward until the next scheduled annual fitness test. Employees who fail the annual and remedial test may schedule a make-up test with the Department fitness instructors and in agreement with the Chief of Police according to an agreed-upon schedule. Upon passing a make-up fitness test, the employee's seniority will be restored as if no time has passed. This provision regarding losing seniority rights after the make-up fitness test does not apply when the employee is under doctor's care for illness or injury. If the employee is under a doctor's care for illness or injury, that illness or injury status documentation must be submitted to the Chief of Police prior to any fitness test date. The documentation should state the physical limitation or issue preventing the employee from taking the prescribed fitness test, indicate whether an alternative test can be performed, and/or set forth an expected recovery plan with estimated timeline as to when the employee can take a fitness test. Employees with documented serious or long-term illness or injuries that prevent them from taking an annual fitness test may be subject to a fitness for duty examination.

SECTION 4. Fitness for Duty. The City has the right to require fitness for duty examinations (physical and psychological) of all employees covered by this Agreement, provided the examination is job related and consistent with business necessity and state and federal law. The City has the right to require such examination performed by a physician chosen by the City. The City shall pay the costs of such examinations. No employee shall lose pay because a required physical and/or mental examination is scheduled by the City during all or part of their normal workday. When the City requires an employee to attend a medical examination at a physician selected by the City, the employee shall be paid for the time spent traveling to and from the exam and for the duration of the exam.

The City will comply with the Americans with Disabilities Act in all such examinations. The information provided to the Employer shall be limited to 1) whether the employee is fit for duty, and information relevant to any potential accommodations; 2) if the employee is deemed not fit for duty, whether such unfitness is permanent or temporary, and if temporary, when the employee will either return to fitness or be re-examined. The same restriction shall apply for all subsequent re-evaluations.

SECTION 5. Flu Shots. All members of the Department shall be given the opportunity to have yearly flu shots. The City will pay any co-payment for the flu shot that is not covered under the City's health insurance plan under Section 1 of this Article.

ARTICLE VI - HOLIDAY PAY

The following days will be considered paid holidays:

New Year's Day
Presidents Day
Labor Day

Independence Day
Martin Luther King Day
Thanksgiving Day

Veterans' Day
 Patriots' Day
 Memorial Day
 Juneteenth

Christmas Day
 Indigenous Peoples Day
 Day After Thanksgiving

In the event that an employee has to work any of the above listed days, they shall receive their regular day's pay plus an additional one and one-half (1 1/2) days for working the holidays.

In the event that an employee is absent on sick leave, scheduled day off, or annual vacation, on any of these holidays, they shall qualify for holiday pay.

ARTICLE VII - VACATION LEAVE

Each employee of permanent standing shall be awarded annual vacation time with pay at a time approved by the Chief of the Police Department in accordance with their current term of continuous employment, said vacation time accruing on the basis of the employee's anniversary date, and in accordance with the following:

After 1 year's service	80 Hours
After 5 years' service	120 Hours
After 15 years' service	160 Hours
After 20 years' service	200 Hours
After 24 years' service and over	240 Hours

No employee shall be entitled to work their vacation with pay, except in the event of emergency conditions.

Any unused vacation days may accumulate, said 80 hours being the maximum amount allowed of carry-over from one year to the next.

All annual vacation leave shall be earned as of the anniversary date of the employee's employment, and employees leaving service prior to that anniversary date shall be paid accrued vacation time, not to exceed four (4) weeks, on a prorated basis according to how much of their anniversary year he had worked as of the time of his leaving.

Accrued vacation leave shall be paid to an employee in good standing upon their separation from the service, or to their beneficiary or estate upon his death.

For purposes of this Agreement only, employees will have one additional personal day for each contract year. If the employee does not take their one personal day within the contract year, the employee will lose that day. A contract year is defined as July 1-June 30.

ARTICLE VIII - SICK LEAVE

SECTION 1. Sick leave shall be earned at the rate of ten (10) hours for each full calendar month of service and may be accumulated to twenty-six (26) weeks. Sick leave credit shall continue to accrue while an employee is on sick leave.

Illness for which sick leave may be granted is defined as actual personal illness or bodily injury. Sick leave, not to exceed forty (40) hours of employment accumulated leave, at the discretion of the Department Head, may be granted to an employee because of illness of a member of the employee's immediate family.

Probationary employees shall be entitled to paid sick leave beginning on their date of hire.

Forty (40) hours of sick leave will be charged for each full calendar week of qualified absence.

In the event the employer feels there is an abuse of sick leave, the employer may require documentation of the circumstances surrounding the use of sick leave. The request for documentation, which may include a doctor's certificate, shall be made before the fact.

SECTION 2. Sick Leave Pool. Any leave accumulated after an employee has accrued the maximum twenty-six (26) weeks, will be credited to the Police sick leave pool. This pool may accumulate up to a maximum of five hundred (500) hours. Any member of the Union who, because of serious or extended illness, or other extenuating circumstances, is without sick leave, may draw sick leave from this pool. The leave shall be drawn at the discretion of the Chief of Police, after reviewing the employee's previous use of sick time. The decision made by the Chief of Police, shall not be reviewable, however, no reasonable request will be denied.

SECTION 3. Maine Earned Paid Leave Law. The parties acknowledge that the provisions of time off in this Agreement provide a greater benefit than the law requires. Time off used and requested will be applied to the appropriate accrual. In the event that the request for time off needed does not clearly fall into one of the permitted leaves provided by this Agreement, and is otherwise time off permitted by MEPL, leave will be deducted from vacation/sick time and can be taken in one hour increments. The first forty (40) hours of any leave taken at the beginning of each year, will be designated as MEPL.

ARTICLE IX - FUNERAL LEAVE

In the event of a death occurring in the immediate family of a permanent member of the Police Department (including mother, stepmother, father, stepfather, spouse, child, sister, half-sister, brother, half-brother, stepbrother, mother-in-law, father-in-law) that member shall be granted three (3) consecutive days off without loss of pay. Any such day off granted shall include "regular scheduled days off," if they happen to fall within the three (3) day period. It is understood that no pay shall be received for scheduled days off, and the time is not to be charged against sick leave. Additional funeral leave may be granted at the discretion of the Chief of Police.

ARTICLE X - ON THE JOB INJURIES

Any employee who sustains a compensable illness or injury which arises out of and in the course of their employment shall be paid during each week of total incapacity, resulting from the injury or illness, an amount sufficient, when added to the weekly payment of Workers' Compensation paid under the laws of the State, to equal their regular weekly salary or normal wage.

Any injured employee may request on forms provided by the City that the City begin full payment of salary immediately to insure there will be no delay in Workers' Compensation benefits. The employee, however, must stipulate to reimbursement of such payments to the City upon receipt of Workers' Compensation payments.

Such additional payments shall not be continued beyond four (4) of the employee's work weeks, except upon order passed by the City Council. No additional payments shall be made in any instance when, in the opinion of the Department Head and City Manager, the accident occurred as a result of intoxication, willful intent, violation of rules and regulations on the part of the employee, or while the employee is in the employ of any other person, firm or corporation.

ARTICLE XI - MEALS

Employees covered by this Agreement shall be granted a one-half hour meal period within each shift. Employees shall be permitted to go home for meals and such meal periods shall be taken at the discretion of the officer in charge. However, employees shall be on call during meal periods.

ARTICLE XII - UNIFORMS AND PROTECTIVE CLOTHING

SECTION 1. The City agrees to provide suitable uniforms for all new employees. With regard to the replacement of uniforms, the City will provide a uniform allowance of Six Hundred and Fifty Dollars (\$650.00) per year for all patrol personnel, Nine Hundred Dollars (\$900.00) per year for all non-uniformed police personnel. This sum will be for the sole and exclusive purpose of purchasing, through the quartermaster, replacement uniform articles. If any employee is required to wear protective clothing or protective device, it shall be furnished to the employee by the City.

SECTION 2. In addition the City agrees to contract with a cleaning establishment for the cleaning of police uniforms at City expense.

ARTICLE XIII - RETIREMENT

The City agrees to continue to enroll employees covered by this contract in the Maine Public Employees Retirement System's (MainePERS) Special Service Retirement Plan 3 (also known as 3C). The plan calculates retirement benefits based on 66.67% of Annual Final Compensation (the average of a member's highest three years of earnings) for covered members who retire after twenty-five (25) years of service with no age limit. The employee's contribution shall be at a rate set by MainePERS.

ARTICLE XIV - FALSE ARREST INSURANCE

The City agrees and clearly states its intention to protect the police officer from incurring the cost of defense arising out of such claims and to have the City incur the cost of any adverse settlement arising from said litigated actions, excluding punitive damages.

ARTICLE XV - GRIEVANCE COMMITTEE - GRIEVANCE PROCEDURES

SECTION 1. The Grievance Committee of the Union shall be composed of three (3) members and their names shall be filed with the Police Chief and the City Manager. Any changes in the membership of the Grievance Committee shall be reported within ten (10) days to the Police Chief and the City Manager.

SECTION 2. All grievances arising during the terms of this Agreement shall be submitted, in writing, to the Chief of the Police Department within ten (10) days of the occurrence being grieved. Subsequent to the submission of a grievance, the following steps shall be taken unless they are waived in writing the by the parties:

1. A meeting will be held with Chief of Police, the Grievance Committee or a representative thereof, and the employee, within seven (7) days of the filing of the grievance.
2. Within seven (7) days of the date of the meeting, a written decision shall be rendered by the Chief of Police.
3. The employee may appeal in writing to the Manager from the decision of the Police Chief by filing said appeal within seven (7) days of the date of the receipt of the decision by the employee, and shall state the specific grounds for the appeal.
4. Within seven (7) days of the receipt of the appeal from the employee the Manager will meet with the employee, the Grievance Committee or a representative thereof, and the Police Chief.
5. The Manager will render a decision within seven (7) days of the date of the meeting, said decision to be in writing and delivered to the employee.
6. The employee may appeal the decision of the Manager by filing with the Manager a written document stating the specific grounds for the appeal. Within thirty (30) days of filing of such an appeal, an Arbitrator appointed by the City and an Arbitrator appointed by the Union shall be designated. The two designated Arbitrators shall choose a third Independent Arbitrator. If the arbitrators chosen by the Union and the City shall be unable to agree upon a third arbitrator within fourteen (14) days, a request shall be made to the Maine Board of Arbitration and Conciliation to designate a third member of the Board. The third member of the Arbitration Board shall act as Chairman. The parties shall thereafter process the grievance as directed by the Board of Arbitration. The general expenses of the Board of Arbitration as well as the fee and

expenses to be paid to the third member of said Arbitration Board shall borne equally by the Union and the City. A decision of the Board of Arbitration shall be final and binding upon both parties.

ARTICLE XVI - RESIDENCY REQUIREMENT

All employees of the Police Department hired prior to April 1, 1999 will, within six (6) months of the time of their employment, relocate their residency so as to reside within ten (10) air miles of the Bath Police Station.

All employees of the Police Department hired after April 1, 1999 shall, within six (6) months of the time of their employment, relocate their residency so as to reside within thirty (30) minutes driving time from the City limits. The driving time shall be measured at posted speeds and under normal driving conditions. If there is a disagreement as to whether a particular residence falls within the thirty (30) minute time frame, then a calibrated police cruiser driven by a law enforcement officer shall drive the route at posted speeds under normal conditions to determine the time.

ARTICLE XVII – TRAINING AGREEMENT

Both parties to this agreement recognize the requirements of State Law that all police officers receive mandatory training at the Maine Criminal Justice Academy in order that all police officers be Academy certified. New hires who do not have required certification must be sent to the Academy for the required training at City of Bath expense. Where the City of Bath provides the required certificate training, the provisions of 25 M.R.S.A. § 2808(3) provide for reimbursement should the law enforcement officer transfer to another governmental entity in accordance with the formula set forth in §§ A through F. It is recognized, however, that there may be instances where the employee transfers to another law enforcement agency not subject to the Maine Statutory provisions or leaves law enforcement entirely. Under these circumstances, the City and the Union agree that the City shall be permitted to require a new employee who requires mandatory training to acquire required Maine Criminal Justice Academy certification, who leaves the employment of the City of Bath for another position in law enforcement, will reimburse the City of Bath in accordance with the schedule provided in 2808 M.R.S.A. § 3. An employee who leaves the employment of the City of Bath two (2) years or more after receiving Academy certification and does not continued in a law enforcement capacity, will not be subject to the reimbursement requirements of the training agreement, provided that the employee remains out of law enforcement from the time of severance of employment through the end of the five (5) year post-certification period. If they do reenter law enforcement within the five (5) year period, then the pay back requirements provided in the Statute shall be reinstated.

ARTICLE XVIII – SEVERABILITY CLAUSE

In the event that any provision of this Agreement is found to be in conflict with any laws of the State of Maine or Ordinance of the City of Bath, such invalidity shall not affect the validity of the remaining provisions.

ARTICLE XIX – EFFECTIVE DATE-TERMINATION

This Agreement shall be effective as of the 1st day of July, 2022, and shall remain in full force and effect until the 30th day of June, 2025.

The Union shall notify the City, in writing, at least one hundred and twenty (120) days prior to the termination date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than ninety (90) days prior to the termination date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before June 30, 2025.

IN WITNESS WHEREOF, the parties hereto set their hands this 21 day of October, 2022.

In the presence of:

CITY OF BATH

B. Guit / Erika Helgeson

[Signature]

10/21/22

By: Marc Meyers
Its: City Manager

Erika Helgeson

FRATERNAL ORDER OF POLICE

[Signature]

By:

[Signature]

By: Michael Edes

CITY PAY PLAN

POLICE DEPARTMENT PERSONNEL

	Start	1 YR	2 YR	4YR	5 YR	6 YR	10 YR	15 YR
Patrol								
7/1/2022	24.17	25.25	25.75	26.98		27.49	28.79	30.00
1/1/2023	25.38	26.51	27.04	28.33		28.87	30.23	31.50
7/1/2023	25.73	26.76	27.29	28.58		29.37	30.48	31.75
1/1/2024	26.50	27.57	28.11	29.44		30.25	31.40	32.70
1/1/2025	27.03	28.12	28.67	30.03		30.85	32.03	33.36

** SRO plus \$1/ hour

	Start	1 YR	2 YR	4YR	5 YR	6 YR	10 YR	15 YR
Corporal								
7/1/2022	26.64			27.95		30.54	30.77	31.39
1/1/2023	27.97			29.35		32.07	32.31	32.96
7/1/2023	28.47			30.10		32.32	32.81	33.71
1/1/2024	29.33			31.00		33.29	33.79	34.72
1/1/2025	29.91			31.62		33.96	34.47	35.41

	Start	1 YR	2 YR	4YR	5 YR	6 YR	10 YR	15 YR
Detective								
7/1/2022	26.90			28.22		30.84	31.07	31.69
1/1/2023	28.24			29.63		32.38	32.62	33.27
7/1/2023	28.74			30.38		32.88	33.12	34.02
1/1/2024	29.60			31.29		33.87	34.11	35.04
1/1/2025	30.20			31.92		34.54	34.80	35.74

Start	1 YR	2 YR	4YR	5 YR	6 YR	10 YR	15 YR	20 YR
Sergeant								
7/1/2022				31.90		34.02	34.70	35.50
1/1/2023				33.49		35.72	36.43	37.28
7/1/2023				34.49		36.72	37.43	38.28
1/1/2024				35.53		37.82	38.56	39.42
1/1/2025				36.24		38.58	39.33	40.21

College Credits - Associate \$0.70
 Bachelor \$1.60

