AGREEMENT

Between

THE STATE OF MAINE

and

THE MAINE STATE TROOPERS ASSOCIATION

STATE POLICE UNIT
2013 - 2015

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PREAMBLE

WHEREAS, the Executive Branch of the State of Maine (hereinafter referred to as "State" or "employer") and the Maine State Troopers Association (hereinafter referred to as the "Association") desire to establish a constructive, cooperative and harmonious relationship; to set forth the Agreement in relation to salaries, wages, hours of work, and other terms and conditions of employment; to promote and increase efficiency and quality of service from employees; to avoid any interruption or interference with the operation of the employer; to promote effective service towards the accomplishment of the mission of the Bureau of State Police; and to establish an equitable and peaceful procedure for the resolution of differences;

THEREFORE, this Agreement by and between the parties is entered into on July 2, 2013.

ARTICLE 1
APPROVAL OF THE LEGISLATURE

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law, or by providing the additional funds therefore, shall not become effective until the Legislature has taken necessary action. The parties agree to mutually support all necessary legislation. The State shall be responsible for preparing such legislation and securing its introduction.

ARTICLE 2
ASSOCIATION RECOGNITION

Pursuant to the Maine Labor Relations Board certification dated March 28, 1977, the State recognizes the Maine State Troopers Association as the sole and exclusive bargaining representative for negotiations with respect to wages, hours of work and

other conditions of employment of employees included in the State Police Unit.

For the purpose of this Agreement the terms "employee", "employees", "member" and "members" refer to employees included in the State Police Unit who have completed six (6) months of continuous service in the Bureau of State Police.

Nothing in this article shall affect or impair the right of the State to consult or meet with individual members or a group of members.

In the event of a dispute between the parties as to future inclusions or exclusions from the unit, either party to this Agreement may apply to the Maine Labor Relations Board for resolution of the dispute.

ARTICLE 3
BEREAVEMENT LEAVE

Each employee covered by this Agreement shall be allowed up to forty (40) hours leave with full pay for absences resulting from the death of a spouse or child, and up to twenty-four (24) hours leave with full pay for absences resulting from the death of a member of the employee's immediate family, as defined in the Sick Leave Article.

Employees may use bereavement leave in hourly increments.

ARTICLE 4
BULLETIN BOARDS

The State agrees to make space available on each barracks bulletin board for posting of Association notices of meetings, recreational or social affairs, elections or other appropriate notices and literature. The Association is solely responsible for posting in terms of accuracy and ethical standards. In no case shall information be posted that is obscene, profane or derogatory to any individual or State official.

In the event of a dispute of appropriateness or material posted, a representative of the Association shall meet with the Troop Commander and the material shall be removed until the dispute is resolved.

ARTICLE 5
CHILD CARE

A. Employees employed as of March 1 who meet all of the following criteria shall be eligible for a lump sum payment each year. Eligible employees may apply for this payment between March 1 and April 15 of each year.

1. Employed full time during the entire previous calendar year;

2. Full-time State employees employed for more than six (6) months but less than twelve (12) months of the previous calendar year are eligible for this program on a prorated basis;

3. Part-time and seasonal employees covered by this Agreement who have completed one thousand forty (1,040) hours of regularly scheduled work in any calendar year in which they qualify on a prorated basis; and

4. Had a minimum of five hundred dollars ($500.00) employment-related child care expenses for the previous calendar year.

B. Employees must submit a copy of their Form 1040 and a copy of their receipt for child care expenses for the previous calendar year to be eligible for reimbursement.

C. Employees with wages, tips and other compensation (from W-2) and an adjusted gross family income of less than $28,000 for the previous calendar year shall be eligible for reimbursement not to exceed one thousand three hundred dollars ($1,300.00). Employees with wages, tips and other compensation (from W-2) and an adjusted gross family income of less than $33,000 but more than $28,000 for the previous calendar year shall be eligible for reimbursement not to

exceed one thousand dollars ($1,000.00). Employees with wages, tips and other compensation (from W-2) and an adjusted gross family income of less than $38,000 but more than $33,000 for the previous calendar year shall be eligible for reimbursement not to exceed seven hundred dollars ($700.00). In families with both parents working for the State, only one parent may apply for the Child Care Reimbursement.

ARTICLE 6
COMPENSATION

1. The State shall prepare, secure introduction of and recommend passage by the Legislature of necessary and appropriate legislation to provide the economic benefits described in this article.

2. The State agrees to continue to pay the costs of the seven and one-half percent (7½%) retirement contribution as previously agreed to pursuant to 5 M.R.S.A. §17702.

3. General Salary Increase

1. Effective with the start of the pay week commencing closest to September 1, 2013, employees in this unit shall receive a base salary increase of one percent (1%).

2. Effective with the start of the pay week commencing closest to July 1, 2014, employees in this unit shall receive a base salary increase of one percent (1%).

4. Trooper Step Adjustments

Step 1 is the "Academy Rate"; should the salary grade change, the Academy Rate goes at the beginning of the new salary grade as Step 1, and the former Step 1 becomes Step 2, etc.

A recruit that is hired as a blue pinner shall be placed at step 2 upon hire.

A Trooper shall advance to step 2 upon graduation from the BLETP. A Trooper shall thereafter be advanced pursuant to paragraph 4 below. Promotions, demotions, and transfers will be implemented pursuant to Personnel Rules.

5. Salary Schedule Progression

Employees in this unit who have not yet reached the maximum of their grade shall be advanced to the next higher step of their grade upon the completion of each year of service which satisfactorily meets performance standards. Any grievance arising from the denial of a merit step increase shall not be arbitrable under this Agreement, but shall be handled pursuant to existing procedures.

6. Non-Standard Workweek Premium

a. Classifications determined by the Bureau of Human Resources to meet the following criteria shall be designated as non-standard:

(1) Positions in a classification have been determined by the Bureau of Human Resources to be exempt for overtime compensation from the Fair Labor Standards Act;

(2) Employees are required by working conditions to work a variable workweek in excess of hours specified for non-exempt employees; and

(3) Employees' workweek are irregular and work hours cannot be scheduled or determined except by the employee.

b. Employees in a classification which is designated as non-standard shall be compensated at a rate of sixteen percent (16%) above the basic rates in their salary grades, except that any position that is

found by the Bureau of Human Resources not to be exempt from the Fair Labor Standards Act for overtime compensation purposes shall not be designated non-standard.

c. In the event that the exempt status of any employee in any position designated by the Bureau of Human Resources to be non-standard is subsequently found to be incorrect by the U.S. Department of Labor or a court of competent jurisdiction, the parties agree that the State may:

(1) Put the member on the standard work schedule consistent with other bargaining unit employees who are covered by the FLSA; or

(2) Readjust the employee's duties to meet FLSA exemption requirements.

The parties agree further that nothing in this section restricts the State from exercising any appeal rights the State may have in relation to such determination of coverage.

7. Court Time

Any member of the bargaining unit who, in his/her official capacity is called to appear as a witness by an administrative, Federal, district or superior court in civil proceedings or criminal proceedings on a regular scheduled day off or scheduled time off, shall be paid for the hours so spent at one and one-half (1½) of his/her base hourly rate for a minimum of four (4) hours. This paragraph provides benefits in addition to those presently provided pursuant to 25 M.R.S.A. §1504.

In those instances where a member is on vacation or compensating time off, he/she shall be paid at the appropriate hourly rate for the hours so spent, unless the vacation or compensating time was approved prior to the establishment of the court date or during the member's off shift.

8. Acting Capacity

When the Chief or Deputy Chief specifically assigns an employee the full responsibilities of a higher rank for a period in excess of six (6) consecutive workdays, the employee shall be paid as if he/she had been promoted during such assignment.

9. Availability Pay

Employees who are exempt from receiving overtime shall receive availability pay as they can be expected to be called out occasionally during off duty times to perform duties associated with their assignment and for occasionally being required to work extended shifts.

Pilots, Sergeants, Pilot Supervisors and Polygraph Examiner Supervisors shall be eligible to receive $3,800 annually.

This article shall not apply to Sergeants covered by the Fair Labor Standards Act (FLSA).

10. Special Detail Pay

Employees in this unit shall be eligible to receive Special Detail Pay at one and one-half (1½) of their base hourly rate with a four (4) hour minimum for working in non-emergency situations when they are off duty, but not when in on-call status. Officers assigned to wide load, over-length, and construction special details, shall be provided with at least twelve (12) hours' notice of cancellation of such work. In the event notification is not given at least twelve (12) hours in advance of such detail, the officer shall be compensated for the minimum four (4) hours pay at time and one-half. Any member assigned to court duty (not as a witness) on a scheduled day off or scheduled time off shall receive Special Detail Pay.

When the State establishes Special Details, including Escort Special Details, and is unable to

adequately staff the special detail, the State shall assign employees within the work location involved from the appropriate work group to perform the special detail by continuing rotation in inverse order of seniority. Prior to inversing, members shall be allowed to schedule vacation or CTO after the posting of the special detail pending operational needs. When using vacation or CTO scheduled after the posting of the special detail, assignment shall be determined by using the existing seniority processes. Barring a breakdown in normal procedures, escorts which require a permit from the Secretary of State's Office shall be performed by off duty personnel.

When an escorted load travels more than one hundred (100) miles from the point of origin, employees will be compensated at the appropriate rate for return travel to the point of origin or to their residence, whichever is greater.

Sergeants will be eligible for special details after all personnel within the troop/unit have declined the special detail.

When a division roster is utilized, assignment will be made based upon date of hire regardless of rank.

In order to qualify for a special detail the member must wear the uniform of the day specified for the assignment and must utilize the type of vehicle, if a vehicle is integral to the assignment, specified for the assignment. In those instances when the member's issued vehicle does not meet the requirements the member must secure a spare vehicle prior to the start of the special detail. Time spent securing a vehicle is not compensable.

Employees who are eligible for overtime and who are inversed to work a special detail on their regularly scheduled day off, shall be paid double their base hourly rate.

11. Overtime

1. Excepting employees designated as non-standard, and employees assigned to the Executive Protection Unit, employees shall be paid at one and one-half (1½) times the base hourly rate of pay after actually working beyond eight (8) hours in any day, or after their regularly scheduled hours if greater, or eighty (80) hours of actual work in any fourteen (14) day work cycle.

Employees assigned to the Executive Protection Unit shall be paid at one and one-half (1 1/2) times the base hourly rate of pay after actually working beyond eight (8) hours in any day, or after their regularly scheduled hours if greater, or one hundred sixty (160) hours in a twenty-eight (28) day work cycle.

Sergeants who are eligible for overtime under the Fair Labor Standards Act (FLSA) shall be compensated at one and one-half (1½) times the base hourly rate of pay after actually working beyond eighty (80) hours in any fourteen (14) day work cycle, which hours shall include paid leave time. Hours worked up to the eighty (80) shall be at the straight base hourly rate.

In lieu of premium pay employees may, upon mutual agreement, take compensating time at the rate of one and one-half (1 1/2) hours of compensating time for each hour of overtime worked.

2. There shall be no pyramiding or duplication of compensation by reason of overtime or other premium pay provision of this Agreement. It is understood, however, that with this limitation, the method of payment which gives the greatest amount will be followed.

3. Troop G personnel, if assigned to a patrol on a regularly assigned shift which is fifteen (15) miles or more from the closest toll of entrance, shall receive one-half (1/2) hour premium pay.

12. Call Out

A. Bargaining unit employees below the rank of Sergeant who are eligible for overtime, who are called out by their supervisor or manager within the twelve (12) hour shift shall be guaranteed a minimum of three (3) hours at one and one-half (1½) times their base hourly rate. These same employees when called out outside of their twelve (12) hour shift or called out on a day off or on a previously scheduled and authorized vacation or compensatory day off shall be guaranteed a minimum of four (4) hours pay at one and one-half (1½) times the base hourly rate. Employees assigned different work schedules shall be eligible if called outside of their scheduled shift or called out on a day off.

Sergeants who are eligible for overtime under the FLSA, who are called out by their supervisor or manager within the twelve (12) hour shift, shall be guaranteed a minimum of two (2) hours pay at one and one-half (1½) times the base hourly rate. These same employees, when called out outside of their twelve (12) hour shift, shall be guaranteed a minimum of three (3) hours pay at one and one-half (1½) times the base hourly rate.

FLSA exempt Sergeants, Polygraph Supervisors, Pilots and Pilot Supervisors who are called out within the twelve (12) hour shift, shall be eligible for time and one-half pay for each hour worked.

B. Sergeants, Polygraph Supervisors, Pilots and Pilot Supervisors who are required to work on any regularly scheduled day off or on a previously scheduled and authorized vacation or compensatory day off shall be eligible for time and one-half pay for all hours worked.

C. When a Sergeant, Polygraph Supervisor, Pilot or Pilot Supervisor is called to work on the calendar day following a day off but prior to the start of his/her 12-hour shift, he/she shall be eligible for time and one-half pay for each hour worked. When a

Sergeant, Polygraph Supervisor, Pilot or Pilot Supervisor is called to work on the calendar day prior to a day off but after the end of his/her 12-hour shift, the Sergeant, Polygraph Supervisor, Pilot or Pilot Supervisor shall be eligible for time and one-half pay for each hour worked. However, when a Sergeant, Polygraph Supervisor, Pilot or Pilot Supervisor is required to extend work on the calendar day prior to a day off and after the end of his/her twelve (12) hour shift, the Sergeant, Polygraph Supervisor, Pilot or Pilot Supervisor shall be eligible for time and one-half pay for each hour worked.

D. Work related telephone calls received by employees, except employees exempt from the FLSA, or other work related public contact on non-work time or outside the regular scheduled shift, which do not require an employee to actually be called out to work (leave their residence or otherwise respond), shall be compensated at a fifteen (15) minute minimum at the appropriate rate for such time. Additional calls received or made by the officer or additional public contact during one fifteen (15) minute period shall not be subject to another fifteen (15) minute minimum.

13. Special Unit Pay

(a) Underwater Recovery Unit, Assigned Dives

(1) When on duty, members of the State Police Underwater Recovery Unit shall be paid ten dollars ($10.00) an hour in addition to their hourly rate when actually diving or when actually called to an emergency rescue dive.

(2) When off duty, members of the State Police Underwater Recovery Unit shall be compensated at time and one half (1½) of their base hourly rate for a minimum of four (4) hours, plus ten dollars ($10.00) an hour when actually diving or when actually called to an emergency rescue dive.

(b) Underwater Recovery Unit, Training Dives

(1) When on duty, members of the State Police Underwater Recovery Unit shall be paid ten dollars ($10.00) an hour in addition to their hourly rate when actually diving.

(2) When off duty, members of the State Police Underwater Recovery Unit shall be paid ten dollars ($10.00) an hour when actually diving plus compensating time at the appropriate rate during training.

(c) Tactical Team Assignments

(1) When on duty, members of the State Police Tactical Team shall be paid ten dollars ($10.00) an hour in addition to their hourly rate when actually called.

(2) When off duty, members of the State Police Tactical Team shall be compensated at time and one-half (1½) of their base hourly rate for a minimum of four (4) hours plus ten dollars ($10.00) an hour when actually called. When off duty, but not on day off, sergeants, except those sergeants covered under the FLSA, who are members of the State Police Tactical Team shall be paid fifteen dollars ($15.00) an hour when actually called. When on day off sergeants who are members of the State Police Tactical Team shall be paid ten dollars ($10.00) an hour in addition to their hourly rate when actually called.

(3) Members of the State Police Bomb Squad, Crisis Negotiation Team, and members of the State Police K-9 Unit, when tracking a criminal suspect or who are bomb dog handlers, and when on a bomb call, shall be eligible for benefits under this section.

(d) K9 Assignment

(1) The Department will pay members assigned to the K9 Squad at the appropriate rate except for days during which the dog is kenneled. The appropriate rate will be the current rate for State Trooper at Step 1 at time and one-half for one (1) hour per day for servicing their K9.

(e) Clandestine Lab Assignment

When on duty, the employee assigned to investigate and/or to dismantle an actual or suspected Clandestine Lab shall be paid ten dollars ($10.00) an hour in addition to their hourly rate when called to the site of a Clandestine Lab.

When off duty, the employee assigned to dismantle a Clandestine Lab shall be compensated at time and one-half for a minimum of four (4) hours and ten dollars ($10.00) an hour when called to the site of a Clandestine Lab.

14. <u>Compensating Time</u>

1. The maximum accumulation of compensating time shall not exceed two hundred forty (240) hours.

The following procedure shall be used regarding the maximum accumulation of compensating time:

a. If a member earns compensating time which puts him/her above the maximum, it shall be scheduled by mutual agreement by the end of the next 28 day cycle.

b. If it cannot be scheduled by mutual agreement, it shall be scheduled by management by the end of the next 28 day cycle.

c. If it cannot be scheduled by management, it shall be paid by the end of the next 28 day cycle.

In no instances will the State pay for more than the maximum allowed accumulation upon an employee's separation from State service.

2. Employees, at their option, shall be eligible to earn up to forty (40) hours of compensating time in lieu of overtime compensation, at the appropriate rate, each calendar year.

Employees with fifteen (15) or more years of consecutive service, at their option, shall be eligible to earn up to eighty (80) hours of compensating time in lieu of overtime compensation, at the appropriate rate, each calendar year.

15. Longevity Pay

1. Employees with fifteen (15) years but less than twenty (20) years of continuous State service shall receive longevity pay of thirty cents ($.30) per hour to the base.

2. Employees with twenty (20) years of continuous State service shall receive longevity pay of a total of forty cents ($.40) per hour to the base.

3. Employees with twenty-five (25) years of continuous State service shall receive longevity pay of a total of fifty cents ($.50) per hour to the base.

4. Continuous State service is defined as continuous employment, including all authorized leaves of absences since the last date of hire into a status-granting position.

16. Special Detail/Underwater Recovery/ Tactical Unit Premium Pay

All exempt employees shall be compensated on the basis of the non-exempt overtime hourly rate for all work performed on special detail/underwater recovery, and Tactical Unit.

17. Forensic Specialist Classification

Members who promote to the Crime Lab into a Forensic Specialist position, specializing in ballistics or fingerprints but who are not certified as experts in Forensics by the State Police Crime Lab Director, shall be placed in a Trainee Program and paid at the Range specified for a State Police Detective until such time as they are so certified. Thereafter, they shall be placed in the Range specified for a State Police Forensic Specialist. During the entire period of time a member is in such Trainee Program, he/she shall have no promotional rights to any job classification other than Forensic Specialist. Salary adjustments shall be governed by Civil Service Rules applicable to State Trainee Programs.

18. Night Shift Differential

A shift differential of forty-five cents ($.45) per hour shall be paid for shifts starting between 1:00 p.m. and 9:59 p.m. for members of the unit regularly assigned to such shifts. A shift differential of fifty-five cents ($.55) per hour shall be paid for eight (8) hour shifts starting between 10:00 p.m. and 2:59 a.m., and for ten (10) hours shifts starting between 9:00 p.m. and 2:59 a.m., for members of the unit regularly assigned to such shifts.

19. Standby Pay

1. Detectives assigned to C.I.D.'s required to perform weekend standby shall receive sixteen percent (16%) of their base hourly rate for such standby time.

2. Troopers required to perform standby duty while assigned to Vinalhaven Island shall receive sixteen percent (16%) of their base hourly rate for such standby time.

20. Weekend Differential

Members regularly scheduled to work weekends shall be eligible for a weekend differential of fifty cents ($.50) per hour to the base for shifts beginning between 9:00 p.m. Friday and 8:59 p.m. Sunday.

ARTICLE 7
CONTRACT ADMINISTRATION

The parties agree that problems of general administration (as opposed to individual employee grievances) may arise during the administration of this Agreement which may require the State and MSTA to meet from time to time for purpose of reviewing the general administration of the Agreement. The parties agree to so meet within a reasonable time at the request of either party. Unless a problem is of any emergency nature, the party requesting a meeting will submit a written agenda one (1) week in advance of any such meeting.

ARTICLE 8
DENTAL INSURANCE

For full time employees, the State agrees to pay the full cost of individual coverage of dental insurance as provided by the State Employee Health Commission.

The State agrees to continue to provide payroll deduction for dependent dental insurance, provided such arrangements are agreed to by the insurance carrier. It is understood that dependent coverage will be available provided that there is sufficient employee participation in the dental insurance program. Any dependent coverage shall be at the employee's expense.

ARTICLE 9
DEPENDENT CHILDREN POST-SECONDARY EDUCATION BENEFITS

In the event an employee is killed during the performance of his/her job duties, the State shall pay the tuition of his/her dependent children who are accepted as students through the normal admissions process to attend the University of Maine System, the Maine Community College System, or the Maine Maritime Academy. Each dependent child shall be eligible for this benefit for five (5) years from his/her first admission date to either system or until the requirement for a degree has been met, whichever comes first.

ARTICLE 10
DUES DEDUCTION

The State agrees to continue to deduct from wages money for Maine State Troopers Association dues and insurance premiums. New members' dues shall be deducted upon receipt of individual written authorization from members of the bargaining unit.

In the event that the dues are increased, the Maine State Troopers Association shall notify the State at least thirty (30) days prior to the effective date of the dues increase.

The Maine State Troopers Association shall indemnify, defend and hold the State harmless against any claims made in any suits against the State on account of payroll deductions of said dues, or the failure to make such deductions.

The Maine State Troopers Association agrees to refund to the State any amounts paid to it in error upon presentation of proper evidence.

ARTICLE 11
EDUCATIONAL INCENTIVE STIPEND

1. Employees shall be eligible for an annual educational incentive stipend on July 1 each year based upon the highest educational level attained beyond high school as follows:

Associate Degree	$400.00
Baccalaureate Degree	$650.00 or $250.00 after Associate Degree
Master's Degree or above	$900.00 or $250.00 after Baccalaureate Degree

Payment shall be made beginning on the payday closest to July 1 following attainment of the degree, and shall consist of an amount equal to the appropriate yearly stipend or additional stipend amount divided by 2,080 to be added to the hourly base.

2. Employees shall be reimbursed by their appointing authority for tuition, course-related fees and other course-required and approved costs paid for advanced courses in their field which will help improve their skills and improve the services provided by the State and which are taken while in the employ of the State, provided that prior approval for taking any such course shall have been obtained from the appointing authority and provided that the employee shall have met the agency's requirements for satisfactory completion of the course. Each appointing authority shall endeavor to allocate a reasonable amount of available funds in each fiscal year to reimburse employees for such approved advanced courses.

ARTICLE 12
EMBODIMENT OF AGREEMENT

Except as herein provided, neither party shall demand any modification to this Agreement nor shall

either party be obligated to bargain collectively with the other with respect to any subject or matter specifically referred to or covered herein.

ARTICLE 13
EXCLUSIVE NEGOTIATIONS WITH THE ASSOCIATION

The State will not bargain collectively or meet with any other employee organization with reference to terms and conditions of employment of employees. If any such organizations request meetings, they will be advised by the State to transmit their requests concerning terms and conditions of employment to the Association.

ARTICLE 14
EXTRA-HAZARDOUS DUTY INJURIES

Employees covered by this Agreement who are injured on the job while performing extra-hazardous duties in accordance with the rules, regulations, policies and procedures of the State Police, shall receive, in addition to compensation paid or payable under the Workers Compensation Act, an amount sufficient to bring them up to full salary for up to one hundred twenty (120) workdays from the date the injury was incurred. Absence because of such injuries shall not be charged to accumulated sick leave during this one hundred twenty (120) day period.

Extra-hazardous duty injuries shall be defined as follows:

1. Injuries sustained while making an arrest.

2. Injuries sustained from firearms discharge, unless self-inflicted.

3. Injuries sustained while actively engaged in suppressing riots, insurrections and similar civil disturbances.

4. Injuries sustained while maintaining a roadblock as defined in Title 29A §2414 M.R.S.A. or

while directing traffic or assisting motorists. Such injuries shall only be considered when they are the result of the action of another party.

5. Injuries sustained when engaged in high speed chase provided that it is reviewed by Fleet Safety Board.

6. Injuries sustained while performing required patrol duties during extreme weather conditions as determined by the Colonel of the Maine State Police of his/her designee.

7. Injuries sustained by a canine handler while on an active canine track, which does not include training.

ARTICLE 15
GRIEVANCE AND ARBITRATION PROCEDURE

1. Definitions and Scope

1.1 Employees within the bargaining unit shall have the right to present grievances in accordance with the procedures prescribed in this article, except that employees in their initial probationary period, as specified in the Seniority Article, paragraphs 1.1 and 1.5, shall not have the right to grieve disciplinary action.

1.2 For the purpose of this Agreement a grievance is defined as a dispute concerning the interpretation or application of a specific term or provision of this Agreement or the regulations, rules, directives or orders referred to in the Maintenance of Benefits Article. A grievance may be presented by a member, group of members or by the Association.

1.3A Disputes over the terms, conditions and administration of the pension and insurance programs shall not be subject to the provisions of this article.

1.3B Any disputes over the classification or allocation of new positions, or the reclassification or reallocation of existing positions, and any disputes over

performance appraisals, promotions, and transfers shall be processed pursuant to existing procedure.

1.4 Any written grievance, which is submitted, must expressly specify identification of the article, clause, section and alleged violation of the contract or written regulation, as well as a statement of facts surrounding the issue and the remedial action requested.

1.5 Unless otherwise provided, the provisions of this article shall replace all preexisting grievance procedures for employees in this unit, and shall be the exclusive procedures for resolving differences which arise under this Agreement and other disputes between employees and the employer.

2. Procedure

2.1 Step 1 An employee shall present his/her grievance orally to his/her Commanding Officer within thirty (30) calendar days of the act or omission which gives rise to the grievance, or within forty-five (45) calendar days from the date when the grievant should reasonably have been expected to become aware of the event which gave rise to the grievance. The Commanding Officer shall be responsible for taking such steps as are advisable, including consultation with superiors with authority to resolve the grievance and provide a written response to the dispute within ten (10) calendar days from the date the dispute was presented. This step does not apply to suspensions without pay, demotions or dismissals.

2.2 Step 2 The employee may appeal the Step 1 decision within twenty (20) calendar days of the Step 1 decision by filing written notice with the Chief of State Police or his/her designee. He/she shall specify the reason(s) for making such appeal. The Chief of the State Police or his/her designee shall meet with the grievant, his/her representative and necessary witnesses for a review of the grievance and shall issue a written decision within twenty (20) calendar days

following receipt of the Step 1 appeal. An employee may grieve a suspension without pay, demotion or dismissal by filing a written notice at this step with the Chief of State Police or his/her designee within ten (10) calendar days of the action giving rise to the grievance.

2.3 **Step 3** An employee may appeal the written Step 2 decision within twenty (20) calendar days of its receipt by filing a written notice with the Office of Employee Relations. Such an appeal must be specific in stating the reasons for appealing the decision and include a copy of the Step 2 answer. A representative of the Office of Employee Relations, shall meet with the grievant, his/her representative, and necessary witnesses to discuss the case de novo and shall provide the employee with a written specific response within fourteen (14) calendar days following receipt of the Step 2 appeal.

2.4 **Step 4** **(a)** In the event that an arbitrable grievance has not been satisfactorily resolved at Step 3, then a request for arbitration may be brought only by the Association through the President of the MSTA, or his/her designee, within twenty (20) calendar days from the day the Association received the Step 3 decision, by mailing a request for arbitration to the Office of Employee Relations. All communications concerning appeals and decisions at this step shall be made by personal service or by registered or certified mail. A request for arbitration shall contain the names of the department or agency and employee involved, copies of the original grievance, appeal documents and written decisions rendered at the lower steps of the grievance procedure. Only a single grievance shall be submitted for hearing by an arbitrator at one time.

(b) Upon receipt by the employer of a notice requesting arbitration, the parties shall have five (5) calendar days to mutually agree on the selection of an arbitrator and, if unable to do so, the parties shall make joint application to the American Arbitration Association ("AAA") and request that AAA shall within five (5) days submit a list of not less than nine (9) nor

more than fifteen (15) names (but in all cases an odd number) of possible arbitrators, all of whom will have had arbitration experience in the type of case being brought to arbitration.

(c) Within fifteen (15) working days from the day of receipt of said list from AAA, the parties shall meet for the purpose of selecting an arbitrator. The parties shall select the arbitrator by alternately striking one name from the list until one name remains. The right of a party to first strike a name from the list shall be determined by lot. In the event the last name on the list is unsatisfactory to either of the parties, the matter shall then be submitted that day to AAA for selection of an impartial arbitrator within five (5) days.

(d) The arbitrator's authority shall be limited to disposing of the grievance submitted to him/her on the basis of the applicable provisions of this Agreement. He/she shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declarations of opinion which are not essential in reaching the determination. The arbitrator shall have no power or authority, directly or indirectly, to add to, subtract from, alter, or otherwise modify any provisions of this Agreement. The decision or award of the arbitrator shall be final and binding consistent with applicable law and this Agreement. All fees and expenses of the arbitrator shall be divided equally between the parties except that each party shall bear the costs of preparing and presenting its own case, and except that a party canceling within seven days of arbitration for a reason other than a catastrophic event involving a primary participant in the arbitration shall bear the full cost of the arbitrator fee. No arbitrator at any time or under any circumstances shall have authority to change, adjust, or modify in whole or in part any compensation plan, wage rate or classification plan.

(e) The arbitrator shall hold the hearing at a time and place convenient to the parties within twenty (20) calendar days of his/her acceptance to act as arbitrator. The arbitrator shall issue a written decision within thirty (30) days after completion of the hearing. The arbitrator shall be bound by the rules of the American Arbitration Association, which are applicable to labor relations arbitrations and which are in effect at the time of the arbitration. In the event a disagreement exists regarding the arbitrability of an issue, the arbitrator shall make a preliminary determination whether the issue is arbitrable under the express terms of this Agreement. Once a determination is made that such a dispute is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

3. General Provisions

3.1 All of the time limits contained in this article may be extended by mutual agreement of the parties and shall be confirmed in writing.

3.2 In no event can a grievance be taken to the next or any succeeding step of this procedure unless the employee files notice in writing to the appropriate State official within the time period specified. If the employer's representative, fails to meet the time limits, the grievance shall be considered as automatically appealed to the next step of the procedure with the exception of Step 4 arbitration.

3.3 The parties may mutually agree, when circumstances warrant, to bypass steps of the grievance procedure.

3.4 An aggrieved employee shall not suffer any loss of base pay or be required to charge leave credits as a result of processing grievances during such employee's regularly scheduled working hours, provided, however, that when such activities extend beyond such employee's scheduled working hours such time shall not be considered as time worked.

3.5 The settlement or award upon a grievance may or may not be retroactive as the equities of each case demand, but in no event shall such resolution be retroactive to a date prior to the date on which the grievant was aware of the act or omission or should reasonably have been expected to be aware of the act or omission.

3.6 The Bureau of State Police is a semi-military organization and orders must be obeyed and grievance procedures invoked later. Any member of the Bureau of State Police who fails to carry out orders or comply with the rules, regulation or instructions is subject to disciplinary action, including discharge. Normal courtesy shall be observed by all parties in the processing of grievances.

ARTICLE 16
HEALTH PLAN

The State shall provide health plan coverage for employees pursuant to Title 5 §285. The State shall pay sixty percent (60%) of the cost of dependent premium for each eligible employee who selects dependent coverage.

ARTICLE 17
HOLIDAYS

There shall be twelve (12) paid holidays as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

When a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a

holiday falls on Saturday, it shall be observed on the preceding Friday.

In addition to regular pay for holidays, all members of the unit shall be entitled to one and one-half (1½) times their hourly rate for time worked on holidays.

When a holiday falls on a regularly scheduled day off, such employee shall be compensated by equivalent time.

Employees shall be eligible for holiday pay only if they were in pay status on the normal workday immediately preceding and following the holiday for which payment is made.

In the event that compensating time by mutual agreement is allowed in lieu of overtime payment, the parties agree that compensating time may be used and accrued consistent with the Fair Labor Standards Act.

Time during which an employee is excused from work on holidays shall be considered as time worked for the purpose of computing overtime.

ARTICLE 18
HOURS AND WORK SCHEDULES

The State will maintain the present on-call practice for non-exempt employees. They shall not be worked in excess of twelve (12) hours a day except under unusual circumstances or conditions described in the Scheduled Days Off Article. Although Patrol Sergeants are an exempt position within FLSA, they will be regularly scheduled to work the same shift as those employees they supervise.

Except employees assigned to the Executive Protection Unit, any employee who is eligible for overtime shall be scheduled to work eighty (80) hours in each fourteen (14) day work cycle. Employees assigned to the Executive Protection Unit shall be scheduled to work one hundred sixty (160) hours in each twenty-eight (28) day work cycle.

State Police Sergeants covered by the Fair Labor Standards Act (FLSA) shall be scheduled to work eighty (80) hours in each fourteen (14) day work cycle.

Employees covered under paragraphs 2 and 3 above shall be paid a base hourly rate of pay in accordance with the salary schedules attached hereto.

The State agrees to continue the schedule for Uniformed Patrol Troopers, Corporals and Sergeants assigned to Troops A, B, C, D, E, F, G and J. The schedule will be four (4) days on, two (2) days off and shall consist of one hundred sixty (160) hours within a 28-day cycle unless otherwise mutually agreed to by the parties. It is understood that this work schedule may be altered to accommodate training assignments that are of a limited duration.

Other schedules will continue to be assigned based on operational need and pursuant to Article 23, Management Rights.

The State agrees to provide at least fourteen (14) days' notice for any temporary schedule changes that are required by operational needs. Schedule changes that exceed the fourteen (14) day or twenty-eight (28) day cycle, whichever is applicable, shall be considered a permanent schedule change. At least a sixty (60) day notice shall be given prior to any permanent schedule changes. Such schedule changes shall not be made on an arbitrary and capricious basis.

ARTICLE 19
LABOR/MANAGEMENT COMMITTEES

Employee Health

There is established by law (Title 5, Chapter 13, Subchapter II, Section 285-A) the State Employee Health Commission. Commission members may participate in the work of the Commission during work hours without loss of pay or benefits.

Non-Select Appeal Process

There shall be established a Labor/Management Committee to develop an appeal process for employees who apply for a position and are not selected for that position. It is agreed that this Committee will not develop the selection process and the work of the Committee will be completed with a report to the parties. Committee members may participate in the work of the Committee during work hours without loss of pay or benefits.

Coverage During Absence of Sergeant

There shall be established a Labor/Management Committee to discuss acting capacity assignments and coverage during the absence of a sergeant. The committee will make recommendations by January 2014. No agreement that modifies the provisions of the collective bargaining agreement may be entered into without involvement and approval of the Office of Employee Relations. Committee members may participate in the work of the Committee during work hours without loss of pay or benefits.

Evidence Recovery Team

There shall be established a Labor/Management Committee to discuss the program, policies, and compensation of the Evidence Recovery Team. The committee will make recommendations by January 2014. No agreement that modifies the provisions of the collective bargaining agreement may be entered into without involvement and approval of the Office of Employee Relations. Committee members may participate in the work of the Committee during work hours without loss of pay or benefits.

ARTICLE 20
LIFE INSURANCE

The State shall pay the basic group life insurance premiums for those employees who are members of this bargaining unit. This provision shall not diminish the right of employees to carry additional insurance on themselves or their dependents under present statutes.

ARTICLE 21
ELECTRONIC DATA

Upon request, the State of Maine agrees to provide the Association with an electronic file containing the names and addresses of all Association members. Such electronic file will be supplied at no cost to the Association and within a reasonable period of time.

ARTICLE 22
MAINTENANCE OF BENEFITS

With respect to negotiable benefits or terms and conditions affecting members of this unit which are not covered by this Agreement, but which are presently provided pursuant to law, written regulations, personnel rules, written directives or special orders, the State agrees to make no changes without appropriate prior consultation and negotiations with the Association.

ARTICLE 23
MANAGEMENT RIGHTS

The Association agrees that the State has and will continue to retain the sole and exclusive right to manage its operations and retains all management rights, whether exercised or not, unless specifically abridged, modified or delegated by the provisions of this Agreement. Such rights include but are not

limited to: the right to determine the mission, location and the size of the agency and facilities; the right to direct its work force; to administer the merit system, including the examination, recruitment, selection, hiring, appraisal, training, promotion, assignment or transfer pursuant to law; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with the law; to discipline and discharge employees for just cause; to determine the size and composition of the work force; to participate in reciprocal mutual assistance pacts; to determine the operating budget of the agency; to install new, changed or improved methods of operations; to relieve employees because of lack of work or for cause in accordance with the Seniority Article of this Agreement; to maintain the efficiency of the government operations entrusted to them; and to take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

ARTICLE 24
MEAL ALLOWANCES

When employees are entitled to reimbursement for meals pursuant to present policies, reimbursement will be provided as allowed by Section 40 of the Manual of Financial Procedures, Travel and Expense Reimbursement Policy.

Reimbursable amounts for extended days will not exceed five dollars ($5.00) for breakfast; fourteen dollars ($14.00) for dinner; no reimbursement for lunch. Receipts will be required for all meal reimbursement requests for extended workdays that are for five dollars ($5.00) or greater. Reimbursements will only be made for the actual amount that was spent on meals when the employee was not able to get home to eat.

ARTICLE 25
MEMBERS' RIGHTS

The Chief or Deputy Chief shall be responsible to ensure that all allegations of misconduct and other violations shall be investigated. Such investigation shall be completed within a reasonable time based upon the circumstances or the alleged misconduct and the investigation. If the investigation is as a result of a complaint from the public, misconduct or other violations that come to the attention of a superior officer, the following procedure shall be followed:

The Chief or Deputy Chief (or designated officer) shall investigate all such allegations. Such investigator shall inform any member under investigation and his/her commanding officer of the nature of the investigation before it commences. If diligent efforts to contact the member fail, the investigator shall advise the designated representatives of the Association. If the investigation is the result of an outside complaint, the Investigator shall mail written notice or e-mail notice to the member and the MSTA within fourteen (14) calendar days after providing verbal notice. The member's notice shall be sent to the member's work location. The MSTA's notice shall be sent to their business address. Sufficient information to apprise the member of the specific allegations will be provided. The investigating officer shall be allowed to interview the complainant prior to notifying the member. Where no probable cause is found, the investigation will terminate and the record shall not become part of the member's personnel file.

When an investigator believes that there is reasonable cause to interview a member under investigation concerning an alleged violation of the Department's operating procedure or misconduct, the member shall be afforded forty-eight (48) hours, unless an emergency exists or such right is waived, to contact and consult privately with an attorney or other counsel of his/her own choosing before being interviewed.

The interview of any Department member shall be at a reasonable hour, preferably when the member is on duty, and during the daylight hours, unless the course of the investigation dictates otherwise, and such interview will be conducted without unreasonable delay.

The interview shall take place at a location designated by the investigating officer and shall be at a State Police headquarters when feasible. If requested, a representative may be present at the initial interview and shall be allowed to confer privately with the employee.

The member of the Department being questioned shall be informed of the identity of all persons present during the interview. If it is known that the member of the Department being interviewed is a witness only, he/she shall be so informed. The interview shall be conducted with the maximum amount of confidentiality possible. The questions shall be specifically related to the alleged violation. If any other previously undisclosed matter is discovered which may be subject to investigation, it shall be handled pursuant to this procedure.

If after the investigating officer has interviewed the complainant and the member in question and it is determined by the Chief or Deputy Chief that such misconduct, or other violation, is not a dismissible offense or of such magnitude that a suspension or demotion would result, the findings shall be provided to the member's commanding officer for disposition within ten (10) days of such determination, and the member so informed.

Upon completion of such investigation where probable cause exists to warrant suspension, demotion or dismissal, the results of such investigation and interviews shall be provided to the Chief or Deputy Chief. In such cases, when formal charges are preferred, such charges shall be provided the member in question in writing and a copy provided to the President of the Association. In cases where probable

cause exists that a criminal offense has been committed, the member may be suspended immediately without pay pending disposition of the charges.

If the member under investigation is requested to submit to a polygraph examination, he/she will be furnished a list of the questions to be asked, sufficiently prior to the examination to enable the member to confer with counsel of his/her choosing prior to the polygraph examination. If a member is requested to submit to any other type of test, he/she shall be advised of the type of test and the member will be afforded an opportunity to obtain a similar independent test if available.

Within fifteen (15) calendar days of the completion of the investigation, the member shall be advised of the final outcome. No charges shall be brought before a Disciplinary Board or Administrative Hearing by the investigating officer unless the proper interview procedures were followed as outlined in the previous paragraphs and probable cause was found by the investigating officer.

Failure to follow the above procedures, unless waived by the member in question, shall result in dismissal of all charges, with prejudice and destruction of all related records.

Board and Investigation and Administrative Hearings

When a personnel investigation has been completed and probable cause found, the Internal Affairs Officer shall notify the Chief. If it is the determination of the Chief that a Disciplinary Board should be convened or that an Administrative Hearings Officer is to be designated, he/she shall immediately notify the officer under investigation, in writing, of the nature of the charges against him/her and of the fact that such Board or Hearing is to be convened and that seventy-two (72) hours notice will be provided prior to

such Hearing convening in order that the officer may consult with representation of his/her choosing to prepare for such Hearing.

Upon receipt of such formal charges, the member in question may state in writing within twenty-four (24) hours to the Chief or Deputy Chief his/her preference as to a Disciplinary Board or Administrative Hearing Officer to hear the charges. The final determination will be made by the Chief or Deputy Chief; however, no such request for a Disciplinary Board shall be unreasonably denied.

The member involved shall have the right to be heard, and the member or his/her representative shall be allowed to participate, cross-examine and call witnesses in the member's behalf.

The Disciplinary Board shall consist of five (5) members comprised as follows: a chair who will have a rank no lower than that of Major and who shall be selected by mutual agreement among the parties; two (2) members appointed from within the State Police organization by the member involved; two (2) members appointed by the Chief of Police from within the State Police organization.

If a member of this Department is directed to appear and answer questions before a Disciplinary Board or Administrative Hearing Officer, the following warnings shall be given the member concerned prior to the commencement of the interview.

> Officer _____, you are being questioned as part of an official investigation of the Maine State Police. You will be asked questions relating to the performance of your official duties and conduct. You are entitled to assert your Fifth Amendment rights during the investigation. If you do so, you may be subject to suspension, termination or some other appropriate penalty. If you desire not to invoke the Constitutional privilege, anything said of an incriminating nature

may not be used against you in a criminal proceeding.

The investigating officer will prepare cases for presentation to the Disciplinary Board.

The Chair of the Board will schedule the Hearing and arrange for all testimony to be recorded.

The Chair shall rule on any question of procedure involving the acceptability of evidence. Any evidence which is reasonably relevant to the charges shall be accepted.

The Disciplinary Board shall determine, by majority vote, whether sufficient evidence has been presented to support the charges. If the Disciplinary Board finds that the charges against the accused are supported by substantial evidence, it shall make one of the following recommendations to the Chief which may include, but not be limited to the following:

a. suspension without pay not to exceed 90 days, and/or
b. demotion
c. transfer
d. dismissal from service
e. appropriate lesser penalty

If finding the charges to be supported, the Disciplinary Board shall set forth its findings in writing to the Chief and the accused. A minority report may be prepared by dissenting members of the Disciplinary Board and copies provided for the Chief and the accused.

If the Disciplinary Board finds, by a majority vote, that the evidence presented is not sufficient to support the charges, the Board shall so notify the Chief and the accused in writing.

The Administrative Hearing Officer designated shall hold the rank of Major, or above, and shall hear all allegations of misconduct or other violations. The member in question shall be provided seventy-two (72) hours notice prior to such hearing convening in order

to consult with representation of his/her choosing to prepare for such Hearing.

Findings of such Administrative Hearing shall be provided in writing to the member in question and to the Chief.

The Chief will review recommendations for disciplinary action made by the Disciplinary Board or Administrative Officer, and he/she will take such action as he/she considers appropriate.

The Chief shall immediately notify the accused of his/her decision in writing.

ARTICLE 26
MILITARY LEAVE

Employees who are members of the National Guard or other authorized State military or naval forces, and those employees who are members of the Army, Air Force, Marine, Coast Guard or Naval Reserve shall be entitled to a leave of absence from their duties, without loss of pay, and shall accrue sick and annual leave and seniority during periods of military training that do not exceed seventeen (17) workdays in any calendar year as specified by the National Defense Act or Armed Forces Reserve Act of 1952. In addition, employees whose training is extended beyond the seventeen (17) days shall receive the difference between their regular pay and their military pay, if there is a difference, for an additional five (5) days.

ARTICLE 27
MOVING EXPENSES

When an employee is permanently reassigned or transferred to a new work location thirty-five (35) or more miles away from his/her present work location to accommodate the State's operational needs, he/she shall be reimbursed for actual reasonable and necessary moving expenses by common carrier. If the State requires an employee to live in a specified zone or

district after initial assignment, the employee will be reimbursed for actual reasonable and necessary moving expenses by common carrier.

The State shall provide sixty (60) days advance notice of such relocations whenever possible, and in the event that less than sixty (60) days notice is provided, the State will pay reasonable temporary relocation expenses, pursuant to the Lodging and Meals Article of this Agreement, for any period of less than sixty (60) days' notice.

This article does not apply to employees relocating in connection with any reduction in force or to employees in job classes which traditionally have required performance of duties at other than a fixed location.

ARTICLE 28
NON-DISCRIMINATION

The State agrees to continue its established policy against all forms of illegal discrimination, including 1) discrimination with regard to race, creed, color, national origin, sex, marital status, age, physical or mental disability, and sexual orientation, unless based upon a bona fide occupational qualification; and 2) intimidation or harassment on the basis of race, creed, color, national origin, sex, marital status, age, physical or mental disability.

The MSTA agrees to continue its policy to admit all members to membership and to represent all members without regard to race, creed, color, national origin, sex, marital status, age, physical or mental disability, or sexual orientation.

The MSTA and the State agree that discrimination, intimidation, or harassment of employees, including sexual harassment in all its various forms is unacceptable conduct and will not be condoned or tolerated by MSTA or the State.

The State and the MSTA agree that any disputes arising out of the provisions of this article may be

processed through the grievance procedure contained in the Grievance and Arbitration Procedure article subject to the State's right to have any such grievance considered at the appropriate level or steps by the State. This provision shall not preclude other legal remedies provided by law.

ARTICLE 29
PAID LEAVE

All employees eligible for overtime shall accrue and use leave credits on the basis of an eight (8) hour day.

ARTICLE 30
PERSONNEL FILES

Upon request of an employee, corrective memos shall be removed from his/her personnel file after one (1) year from the date of the corrective memo if the employee has received no further discipline. Upon request of an employee, reprimands shall be removed from his/her personnel file after three (3) years from the date of the reprimand if the employee has received no further discipline. Upon request of an employee, suspensions shall be removed from his/her personnel file after five (5) years from the date of the suspension if the employee has received no further discipline. Upon written request of an employee sixty (60) days prior to his/her retirement date, corrective memos, reprimands and suspensions shall be removed from his/her personnel file if the employee has received no further discipline within the past three (3) years, notwithstanding the time frames stated above. However, if the employee then decides not to retire, the removed record of discipline will be returned to his/her personnel file.

The Chief of the State Police or his/her designee shall comply with the law and reporting requirements of the Maine Criminal Justice Academy in reporting

acts of misconduct by employees. Only a synopsis of the alleged misconduct shall be provided to the Academy Board, not the complete investigation file, unless the Department is required to do otherwise under the law.

ARTICLE 31
POLICE PROFESSIONAL LIABILITY INSURANCE

The State agrees to continue the present level of Police Professional Liability Insurance for members of this unit during the term of this Agreement.

ARTICLE 32
PRINTING OF AGREEMENT

The State will assume the responsibility for having five hundred (500) copies of the Agreement, in booklet form, printed for the Association.

ARTICLE 33
PROMOTIONAL PROCEDURES

The State shall consult with the Association before making any changes in the promotional procedures used for selecting Corporals and Sergeants. Such consultation shall cover the nature of any changes under consideration and the timing of the implementation of any changes finally adopted.

An employee may refuse two (2) appointments from a promotional register. If the employee refuses three (3) appointments from a promotional register, his/her name shall be removed from the register.

Positions assigned to the training unit for the Maine State Police shall be allowed to utilize a Physical Assessment Test (PAT) as part of the selection process for Academy-based assignments.

ARTICLE 34
PROPERTY DAMAGE

The State shall continue to reimburse employees for personal property of reasonable value damaged, destroyed or stolen while in the performance of their duties in accordance with established procedures as long as there is a clear connection between the property damaged and work activities. Personal items which are already provided by the State (e.g. computers, cameras, weapons, etc.) and items which do not have a connection to any work-related tasks (e.g. jewelry, personal electronics, etc.) shall not be reimbursable.

ARTICLE 35
RECLASSIFICATIONS

Definitions. For the purposes of this Agreement the following terms are defined as follows:

(a) Classification and Reclassification. Classification and reclassification are the assignment or reassignment, respectively, of a position or group of positions to an occupational classification which is appropriate for compensation and employment purposes.

(b) Allocation and Reallocation. Allocation and reallocation are the assignment or reassignment, respectively, of a classification to the appropriate grade in the compensation plan.

1. MSTA may appeal to final and binding arbitration a determination of the Director of Human Resources on the classification, reclassification, allocation or reallocation of a position or classification. Such appeal shall be made within fifteen (15) workdays of the Director of Human Resources' determination. Arbitration cases will be heard chronologically, by date of appeal, unless the parties mutually agree otherwise. The parties agree to utilize the services of an arbitrator experienced in job evaluation disputes. If the parties

cannot agree on the selection of arbitrator(s), they shall seek the assistance of the American Arbitration Association. The parties shall share equally the costs and expenses of the arbitrator(s) and each party shall bear the costs of preparing and presenting its own case.

2. The Arbitrator shall not assign any existing classification to a new salary grade unless there has been a change in duties except as provided below. The Arbitrator's decision shall be final and binding on:

(a) The combination or merging of classifications and the allocation of the resulting new classifications to pay grades;

(b) Reclassification or pay grade reallocation of positions the duties of which have changed since their last classification or allocation;

(c) Assignment to classifications or the establishment and pay grade allocations of new classifications for new positions;

(d) The establishment of separate classifications and pay grade allocations for positions within the same classification on the basis of significant difference in duties.

3. Except for reclassifications and reallocations in connection with a reorganization, any reclassification or reallocation decision of the Director of Human Resources or the Arbitrator or Alternate shall be effective as of the date of the written initiation of the reclassification or reallocation request by the employee, MSTA or State and shall be implemented retroactively when the funds are provided pursuant to budgetary procedures.

The State shall pay the employee reclassified or reallocated interest of either one third of one percent (1/3%) per month or one-twelfth (1/12) of the Consumer Price Index (CPI) published in January of the year payment is budgeted per month, whichever is greater, on all monies due as a result of the reclassification or reallocation from the date of the final decision until payment.

4. Reclassifications and reallocations in connection with a reorganization shall be effective on the date they are approved and implemented.

5. No employee shall be reduced in salary as a result of reclassification or reallocation.

6. An employee shall be provided with a copy of his/her job description and specifications when appointed to a position and whenever the job description and/or specifications are changed.

7. If qualifications for a classification change, affected employees currently working in the class will be grandfathered except where licensing, registration, certification or special qualifications are required by state law, federal law or court order, or except where licensing, registration, certification or special qualifications are required to obtain or maintain federal funds.

8. The provisions of this Article (34) shall be effective as provided in Article 50 (Term of Agreement); provided, however, that provisions of this Article shall be reopened for negotiation upon thirty (30) day written notice, or demand to reopen, given by either party when such notifying party has concluded that reopened negotiations are necessary relative to current compensation system bargaining being conducted pursuant to 26 M.R.S.A. §979-D(1)(E)(1)(g), (h) and (i). Such re-opened negotiations shall be conducted only as a part of compensation system bargaining and only pursuant to 26 M.R.S.A. §979-D(1)(E)(1)(h).

ARTICLE 36
RESPONSIBILITIES OF THE PARTIES

Each of the parties hereto acknowledge the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.

The Association, its officers and representatives at all levels, and all employees, are bound to observe the provisions of this Agreement.

The State and its officers and representatives at all levels are bound to observe the provisions of this Agreement.

In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

(a) There shall be no intimidation or coercion of anyone employed by the State into joining the Association or into continuing his/her membership therein.

(b) There shall be no interference with the right of anyone employee by the State, and within the applicable bargaining unit, to become a member of the Association or to continue his/her membership therein.

(c) The Association agrees to fulfill its duties to represent all employees in the bargaining unit and to handle grievances for all employees in the bargaining unit, not merely for its members.

(d) There shall be no discrimination, restraint or coercion against anyone employed by the State because of his/her membership or non-membership in the Association.

(e) The employees recognize that the State has a right to require from every employee efficient and economical services in the performance of his/her duties.

(f) Employees shall promptly and efficiently execute the instructions and orders of their supervisors and of other authorized executives of the State.

(g) The applicable procedures of this Agreement shall be followed for the settlement of all grievances. All grievances shall be considered carefully and processed promptly.

ARTICLE 37
RETIREMENT

The State agrees to continue to provide retirement benefits to employees pursuant to applicable statute.

ARTICLE 38
SCHEDULED DAYS OFF

Regularly scheduled days off shall not be canceled or rescheduled except in cases of emergencies, as declared by the Chief, Maine State Police, Deputy Chief or his/her designee.

When an employee has his/her day off canceled, the employee shall be paid for the actual hours worked at the appropriate rate.

ARTICLE 39
SENIORITY

1. Probationary Periods

1.1 For the purpose of administering discipline or discharge, an employee will be considered a probationary employee for a period of twelve (12) consecutive months of service beginning with the date the employee graduates from the Maine State Police post school. If a member is assigned to a pre-field training evaluation period prior to attending the Maine State Police post school, the time assigned shall be counted towards the probationary period. In no case shall the probationary period after graduating the Maine State Police post school be less than six (6) consecutive months.

1.2 For all other applications of this Agreement, an employee will be covered after a period of six (6) consecutive months of service, beginning with the employee's date of hire.

1.3 Upon completion of the six (6) consecutive months of service after graduation, employees will have their names placed on the appropriate seniority list and his/her seniority shall then be computed from the most recent date of hire.

1.4 For the purpose of layoff, recalls to work and demotions in lieu of layoff, seniority shall be considered

as being from the date of entrance into the applicable affected classification, and shall be cumulative as to positions in lower rate ranges than that from which he/she is being laid off. However, time spent in project status will be calculated as part of total seniority for the purposes of layoff, recalls, demotions in lieu of layoff and Special Detail assignments.

1.5 Any ex-member who is reemployed within three (3) years of separation shall be on probation for twelve (12) months.

2. Loss of Seniority

An employee shall lose his/her seniority if he/she:

(a) resigns from his/her employment.

(b) is discharged for just cause.

(c) is absent from work without just cause for a period of three (3) consecutive days without notifying the appropriate State authority.

(d) is laid off and not recalled for work within three (3) years from the date of layoff.

(e) accepts a position outside of State service.

(f) accepts a position outside of the agency but within State service and does not return to a vacancy within the agency for a period of six (6) months beginning with the date he/she left the position in the agency.

(g) fails to notify the appropriate State authority, within five (5) calendar days of the receipt of the notice of recall, if such notice has been mailed to the last known address, of the intent to return to work, unless extenuating circumstances beyond the control of the employee prevent the employee from doing so.

(h) When an officer is suspended without pay for disciplinary reasons, the suspension will not affect the officer's seniority with the Maine State Police so far as the seniority relates to the assignment of the officer to special details and other overtime duty.

3. Layoffs

When an appointing authority determines that a reduction in force is necessary, he/she shall determine the positions which are to be abolished. An employee whose position is abolished may exercise his/her right to displace the least senior employee in his/her classification within the Bureau of the Maine State Police.

(a) The least senior employee(s) within the classification shall be laid off or may exercise his/her right to displace the least senior employee in the lower classification the employee previously held in the bargaining unit. Should the employee desire to be laid off, and not exercise his/her right to displace the least senior employee in the lower classification the employee previously held in the bargaining unit, he/she may sign a waiver attesting to his/her desire to be laid off and subject to the conditions outlined in the waiver.

(b) In those instances where the employee(s) affected in paragraph (a) cannot exercise the right to bump, such employee(s) shall be laid off.

(c) Employees to be affected by a layoff shall receive notice as soon as practicable, but at least fifteen (15) calendar days before the effective date of the layoff. Employees who are laid off as a result of other employee's bumping rights shall also be given notice as soon as practicable, but at least seven (7) calendar days before the effective date of the layoff.

4. Recalls

4.1 Recalls to work shall be made on the basis of the most senior employee who has previously held the applicable classification shall be the first to be recalled.

4.2 Recall registers shall carry the name of a former employee for a period of three (3) years from date of layoff.

4.3 Should a job vacancy occur in a classification held by an employee who exercised the right to bump, the State must return the employee to such classification and the employee will be required to return to such original classification.

4.4 The recalled employee on layoff must report to work, to the position for which recalled, within thirteen (13) calendar days of the date of receipt of the notice of recall if such notice has been mailed to the last known address. Failure to do so shall be considered as a break in service and terminate all rights of recall.

4.5 Notices of recall shall be sent by certified mail, return receipt requested, to the employee's last known address. Employees on layoff are required to keep the appropriate State authority informed of their current address.

4.6 No new employees shall be hired until all employees on layoff status from the applicable classifications have been recalled.

5. Promotions to Supervisory Positions Outside Bargaining Unit but Within the Agency

5.1 An employee who accepts a promotion to a supervisory position outside the bargaining unit, but within the agency, shall have the right, at any time, to return to a position in the bargaining unit, provided such return is occasioned by a layoff or a reason beyond the control of the employee.

5.2 If such employee returns to a position within the bargaining unit, he/she may exercise the right to bump the most junior employee in the highest rate range position he/she held prior to his/her promotion.

5.3 Such employee will be returned to the bargaining unit with all credited seniority at the time of his/her return, including continuous service accumulated in the supervisory position.

6. Leaves of Absence

6.1 Should an employee accept a position outside the bargaining unit and yet within State service, he/she may, within six (6) months from the date of leaving the agency, return to a vacant position he/she has previously held. In such case, the employee will be returned with credited longevity held at the time of leaving the applicable classification minus the time spent in the position outside the agency.

6.2 The aforementioned six (6) month period may be extended upon application of the employee and at the sole discretion of the appointing authority of the agency.

ARTICLE 40
SICK LEAVE

Sick leave shall be earned at the rate of 3.7 hours per completed two-week pay period of service. Service shall begin on the date of State employment and time on layoff, suspension or leave without pay, except as otherwise provided by law or this Agreement, shall not be counted in determining the completion of a full two-week pay period. The maximum amount of sick leave which employees may accumulate shall be one hundred twenty (120) days. However, the amount of unused sick leave accruals which can be credited toward State service for retirement purposes shall continue as presently provided for by statute. When maximum limitation has been accumulated, days that would normally thereafter be earned shall lapse but shall be recorded by the appointing authority. Any employee who has such lapsed sick leave to his/her credit may apply to the Director of Human Resources to have the sick leave restored in the event of an extended illness. The Director of Human Resources shall grant such request unless just cause is shown to deny the request. Part-time employees employed

normally the year-round and established on a regular hourly work schedule shall be allowed sick leave credits prorated on the amount of time worked.

Employees may utilize their allowance of sick leave on the basis of application approved by their respective appointing authorities and reported to the Director of Human Resources, for absences necessitated by inability to perform the duties of their positions by reason of illness or injury, by necessity for acute medical or dental care, by exposure to contagious disease under circumstances in which the health of the employees with whom associated or members of the public necessarily dealt with would be endangered by attendance on duty, or by illness in the immediate family of the employee for such periods as the attendance of the employee shall be necessary. Immediate family as used in this article shall mean the employee's spouse, or significant other, the parents of the spouse or significant other, and the parents, stepparents, guardian, children, brothers, stepbrothers, sisters, stepsisters, grandparents, grandchildren, stepchildren or wards of the employee. For the purpose of this Article, "significant other" means that a relationship exists between two people, neither of whom is married, that is intended to remain indefinitely and where there is joint responsibility for each other's common welfare, there are significant shared financial obligations, and they must be living together in a shared primary residence. This relationship must have existed for at least six (6) continuous months before benefits under this Article may be provided. Employees are encouraged to consult with their agency-department Personnel Officer to determine if they are eligible for benefits available under the Federal Family and Medical Leave Act. Either the appointing authority or the Director of Human Resources may require such medical examination or certificate as he/she deems necessary before approving the utilization of sick leave.

All sick leave shall expire on the date of separation from State service, and no employee shall be reimbursed for sick leave outstanding at the time of termination of his/her State employment.

A former State employee who is reappointed within four (4) years of his/her separation from the service under the provisions of the personnel law and these rules, with probationary or permanent status, may have his/her previously accumulated and unused balance of sick leave revived and placed to his/her credit upon approval of the new appointing authority.

ARTICLE 41
CELL PHONE ALLOWANCE

Members are required to provide cell phone availability during core hours or while in work status. Members will receive a cell phone allowance of fifty dollars ($50.00) per month. This allowance shall be paid on a semiannual basis in January and July and shall be prorated for those employees who become eligible or terminate employment between the semi-annual payments.

ARTICLE 42
UNIFORMS

The State shall issue such uniforms and accessory equipment as it may require members to use in the performance of their duties, including any such replacement parts thereof as may reasonably be necessary, provided, however, that nothing in this article shall excuse a member from being accountable for such uniforms and equipment as required by the rules, regulations and instructions of the Department.

The State shall pay an allowance of sixty-five dollars ($65.00) per month to members who are required to wear uniforms, to be used toward the cost of cleaning and maintaining uniforms and equipment which they have been issued. Members of this unit

assigned to work in civilian clothes shall receive an allowance of seventy-five dollars ($75.00) per month toward the cost of supplying and maintaining civilian clothing. In addition, the State shall pay an annual coat/shoe allowance of two hundred fifty dollars ($250.00) to members assigned to work in civilian clothes.

These allowances shall be paid on a semiannual basis in January and July and shall be prorated for those employees who become eligible or terminate employment between the semiannual payments.

ARTICLE 43
UNION SECURITY

Within thirty (30) days following the execution of this Agreement, all employees covered by the Agreement and who are not members of MSTA shall be provided and required to choose from the options of membership in MSTA, the payment to MSTA of a service fee equal to eighty percent (80%) of MSTA dues as a contribution towards the costs of collective bargaining, contract administration and the adjustment of grievances or exclusion from both.

Any employee thereafter who is or becomes covered by the Agreement and is not a member of MSTA shall be provided and required to choose from such options within thirty (30) days after such conditions are met. A failure to choose membership or the eighty percent (80%) service fee options shall constitute a choice of exclusion from both.

Any employee choosing either the option of membership in MSTA or the option of payment of the eighty percent (80%) service fee shall be required to sign a written payroll deduction authorization form authorizing deduction from his/her pay of the membership dues or service fee from the thirtieth (30th) day following the execution of the Agreement or the day thereafter the employee becomes covered by

the Agreement and such written authorization shall be irrevocable for the term of this Agreement.

Any employee choosing exclusion from both the membership and the eighty percent (80%) service fee options shall be bound by such choice for the term of the Agreement and shall be entitled to the services of MSTA under the Agreement only upon payment to MSTA of reasonable fees, including reasonable fees for employee representative services and attorneys' fees, and costs and expenses, including arbitrators' fees and expenses, incurred by MSTA. The current schedule of MSTA fees is available from the MSTA.

Any such employee complying with these conditions shall be entitled to MSTA services under the Agreement only on the same basis and under the same terms as MSTA members and employees paying the eighty percent (80%) service fee.

MSTA shall indemnify, defend and hold the State harmless against all claims and suits which may arise as a result of action taken pursuant to this article.

ARTICLE 44
USE OF STATE VEHICLES

1. The State agrees to insure or indemnify each bargaining unit member for personal liability up to a total amount of three hundred thousand dollars ($300,000) per occurrence for the personal use of a State vehicle which is authorized by State Police General Order E-80. The State also agrees to provide comprehensive coverage, with a fifty dollar ($50.00) deductible and collision coverage with a one hundred dollar ($100.00) deductible, for the personal use of a State vehicle which is authorized by State Police General Order E-80.

2. The State agrees to reimburse each employee five dollars ($5.00) per week towards the cost of keeping his/her assigned state vehicle clean and presentable to the public. This payment will be done on a semi-annual basis in January and July and shall

be prorated for those employees who become eligible or terminate employment between the semi-annual payments.

ARTICLE 45
VACATION

Each employee shall earn vacation with pay on the following basis: 3.7 hours shall be earned for each completed full two-week pay period of service during the first five (5) years of service with the State. Thereafter, provided the last five (5) years of service shall have been continuous, vacation shall be earned on the following basis: for each completed two-week pay period of service with the State, 4.7 hours shall be earned until ten (10) years shall have been completed; 5.6 hours shall be earned until fifteen (15) years shall have been completed; 6.5 hours shall be earned until twenty (20) years shall have been completed; thereafter, 7.4 hours shall be earned.

Service shall begin on the date of State employment, and time on layoff, suspension, or leave without pay shall not be counted in determining the date of completion of a full two-week pay period or a full year of service.

Vacations shall be granted at such time or times as shall be mutually agreeable to the employees and appointing authority involved. Employees having less than fifteen (15) completed years of service may accumulate vacation leave to a total of two hundred sixty (260) hours. Those employees having more than fifteen (15) years of service, the last five (5) years of which have been continuous, may accumulate vacation time to a total of three hundred forty (340) hours, provided, however, that an employee who is about to lose vacation leave because of the limitation of accrual imposed by this rule, upon advance notice to the appointing authority, may within thirty (30) calendar days following absent himself/herself with the consent of his/her appointing authority to prevent the loss of

such time. Continuous service for the purpose of determining eligibility for vacation leave benefits shall be defined as all uninterrupted State service, to include both classified and unclassified service employment.

An employee on military leave shall not be limited to two hundred sixty (260) hours or three hundred forty (340) hours accrual of vacation leave, whichever applies. He/she may, immediately upon his/her reinstatement from military leave, take all vacation leave in excess of two hundred sixty (260) or three hundred forty (340) hours accrued, whichever applies, with or without the consent of his/her appointing authority. In the alternative, he/she may elect to be credited with the vacation leave in excess of two hundred forty (240) or three hundred twenty (320) hours, whichever applies, but such leave shall be taken at a time determined by the appointing authority within two (2) years of the date of reinstatement.

Any employee who is separated from State service by layoff, resignation, death or otherwise, shall be paid, or shall have payment made to his/her estate, for the unused vacation leave and overtime accumulated to his/her credit.

Previously approved vacation schedules shall not be canceled except in emergencies.

Employees shall be paid a vacation advance for scheduled periods of vacation of one (1) week or more provided they submit written requests for such advance three (3) weeks prior to the payday on which payment is desired.

ARTICLE 46
VIDEO DISPLAY TERMINAL OPERATORS

1. No employee shall be required to work more than two (2) continuous hours on a video display terminal. Employees whose job assignment requires them to work on VDT's should be assigned other work or activities for thirty (30) minutes for each two (2) hours of

continuous work on the terminals. Rest and meal periods shall be counted toward the thirty (30) minutes.

2. Any employee who is newly assigned to a position, which by actual work consists of at least eighty percent (80%) VDT operation, including alternate work time under paragraph 1 of this Article, shall be required to submit to an examination by an eye doctor at the State's expense within sixty (60) days of the employee's assignment to the position.

3. All employees who spend at least eighty percent (80%) of their time operating VDT's, including alternate work time under paragraph 1 of this Article, shall be entitled to be examined by an eye doctor annually at the State's expense. All employees receiving eye examinations pursuant to this Article must provide the State with medical releases. Employees shall be given a report form to be completed by the eye doctor and returned to the agency Personnel Officer.

4. Employees receiving such annual eye examinations shall receive up to seventy-five dollars ($75.00) toward the cost of regular corrective lenses or glasses needed by the employee as indicated on the report form of the doctor. Employees who require bifocal, trifocal or progressive lenses shall receive up to one hundred twenty-five dollars ($125.00) for the cost of such corrective lenses or glasses needed by the employee as indicated on the report form of the doctor.

ARTICLE 47
WITHDRAWAL OF RESIGNATION

Members are required to submit a written notice of resignation to the employer at least fifteen (15) calendar days prior to the effective date of the resignation. During the first ten (10) days of such fifteen (15) day period, the member may retract his/her resignation in writing without prejudice and the employer must accept such retraction. Any retraction submitted during the period beginning five (5) days prior to the effective date and extending through ten

(10) days after the effective date may be accepted at the sole discretion of the Chief of the Maine State Police.

Members who intend to utilize accrued vacation credits and/or compensating time immediately prior to separation in lieu of a lump sum payment ("termination leave") are required to submit a written notice to the employer at least fifteen (15) calendar days prior to the first day of such "termination leave". During the fifteen (15) day notice period and the first fifteen (15) calendar days of "termination leave", the member may retract his/her resignation without prejudice and the employer must accept such retraction. Any retraction submitted fifteen (15) days after the commencement of "termination leave" may be accepted at the sole discretion of the Chief of the Maine State Police.

ARTICLE 48
WORK STOPPAGE AND SLOWDOWN

Employees within the bargaining unit, the Association, and its officers at all levels, agree that they will not instigate, promote, sponsor, condone or engage in any work stoppage, sympathy work stoppage, slowdown or any other interruption of the operations of the State.

The officers of the Association at all levels, individually and collectively, agree that it is their continuing obligation and responsibility to maintain compliance with this article, including the remaining at work during any interruption or slowdown of work which may take place.

The parties agree that the grievance procedure is the sole and exclusive means of settling grievances under this Agreement.

ARTICLE 49
WORKERS' COMPENSATION

The State shall make every possible effort to promptly pay all compensation awards in accordance with the decisions of the Workers' Compensation Commission. Upon each award of the Workers' Compensation Commission, interest shall be assessed from the date on which the petition is filed at a rate of six percent (6%) per year, provided that if the prevailing party at any time requests and obtains a continuance for a period in excess of thirty (30) days interest will be suspended for the duration of the continuance. From and after the date of the decree, interest shall be allowed at the rate of ten percent (10%) per year.

Where an employee has been unable to work for one (1) year, the employee may be terminated from his or her position. Such termination shall not be considered disciplinary in any way. If the employee later becomes capable of performing the job duties of the position from which he/she was terminated, the employee may return to that position if it is vacant. If that position is filled, unfunded, or no longer exists, then the employee shall be entitled to be placed in a vacant position, or the next available position if no such vacancy exists in the same classification within the department or agency and for which the employee is qualified, and shall be treated as if on layoff status.

If an employee who is terminated pursuant to this article is eligible for and makes application for disability retirement, the State shall continue to provide the employee's group health insurance and shall continue to pay the cost of the employee's coverage, as well as sixty percent (60%) of the dependent coverage, until the employee receives his/her first disability retirement check or until six (6) months after the termination, whichever occurs first.

In the event that any employee who has been terminated pursuant to this article regains a work capacity and returns to work, the employee shall not

lose the benefit of any prior years of State service immediately preceding his/her termination, for purposes of seniority, vacation accrual rate, restoration of sick leave credits, and longevity pay.

ARTICLE 50
TERM OF AGREEMENT

This Agreement shall be effective as of July 2, 2013 until June 30, 2015, unless otherwise specifically provided herein.

Addendum A

STATE POLICE UNIT CLASSIFICATIONS

Forensic Spec, Dual Discipline
State Police Computer Forensic Exam
State Police Corporal
State Police Detective
State Police Forensic Specialist
State Police Pilot
State Police Pilot Supervisor
State Police Polygraph Examiner
State Police Polygraph Examiner Supervisor
State Police Sergeant IA
State Police Sergeant-E
State Police Sergeant-N
State Police Specialist
State Police Trooper
Transitional Duty (MSTA)

FOR THE STATE OF MAINE:

Paul R. LePage
Paul R. LePage
Governor

H. Sawin Millett, Jr.
H. Sawin Millett, Jr.
Commissioner
Dept. of Administrative
& Financial Services

Breena Whitcomb
Breena Whitcomb
Chief Negotiator

Raymond Bessette
Lt. Col. Raymond Bessette
Member, Negotiating Team

Erik Baker
Lt. Erik Baker
Member, Negotiating Team

Sue Bell
Sue Bell
Member, Negotiating Team

FOR THE MAINE STATE TROOPERS ASSOCIATION:

Craig A. Poulin
Craig A. Poulin
Chief Negotiator

Michael Edes
Michael Edes
President

Aaron Turcotte
Aaron Turcotte
Treasurer

Darren Foster
Darren Foster
Central Vice President

Douglas Cropper
Douglas Cropper
Southern Vice President

Jason Sattler
Jason Sattler
Northern Vice President

Chris Hashey
Chris Hashey
Secretary

MERIT INCREASES 7/1/2013

The parties agree that employees represented by MSTA eligible to receive merits on anniversary dates beginning July 1, 2013, through July 8, 2013, shall receive them consistent with existing contract language despite the fact that there is no successor MSTA contract yet in place. MSTA will vote on this Tentative Agreement for a successor agreement by July 8, 2013. If the successor contract is ratified, merits will continue (so long as they are not frozen by law). If the contract is not ratified, consistent with static status quo, merits will not continue beyond July 8, 2013, the parties will go back to the bargaining table, and merits will only be available to employees who are eligible after the ratification of a successor agreement, consistent with the contract and law.

MERIT INCREASES/LONGEVITY 7/1/2014 – 6/30/2015

If merits and/or longevity are frozen by law from July 1, 2014 through June 30, 2015, either party may request to bargain over an alternative method for funding the merits and/or longevity that achieves the same amount of savings, which could include using the 1% general increase scheduled for July 1, 2014, toward achieving the necessary savings. The Budget Office will determine whether or not a negotiated method for funding merits and/or longevity provides sufficient funding and must approve any negotiated agreement.

Bureau of Human Resources

Standard Salary Schedule

for

Salary Specification = 30

State Police Non-Standard

Effective from 09/01/2013

	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Hourly	**22**	16.84	17.52	18.37	19.17	20.03	20.82	21.64
Weekly		781.38	812.93	852.37	889.49	929.39	966.05	1,004.10
BiWeekly		1,562.75	1,625.86	1,704.74	1,778.98	1,858.78	1,932.10	2,008.19
Annual		40,631.55	42,272.26	44,323.14	46,253.38	48,328.38	50,234.50	52,212.99
Prem Rate		29.30	30.48	31.96	33.36	34.85	36.23	37.65
Hourly	**23**	17.64	18.41	19.29	20.12	21.03	21.86	22.74
Weekly		818.50	854.22	895.06	933.57	975.79	1,014.30	1,055.14
BiWeekly		1,636.99	1,708.45	1,790.11	1,867.14	1,951.58	2,028.61	2,110.27
Annual		42,561.79	44,419.65	46,542.91	48,545.54	50,741.18	52,743.81	54,867.07
Prem Rate		30.69	32.03	33.56	35.01	36.59	38.04	39.57
Hourly	**24**	18.53	19.34	20.24	21.14	22.09	22.97	23.89
Weekly		859.79	897.38	939.14	980.90	1,024.98	1,065.81	1,108.50
BiWeekly		1,719.58	1,794.75	1,878.27	1,961.79	2,049.95	2,131.62	2,216.99
Annual		44,709.18	46,663.55	48,835.07	51,006.59	53,298.75	55,422.02	57,641.79
Prem Rate		32.24	33.65	35.22	36.78	38.44	39.97	41.57
Hourly	**25**	19.42	20.24	21.18	22.15	23.14	24.06	25.02
Weekly		901.09	939.14	982.75	1,027.76	1,073.70	1,116.38	1,160.93
BiWeekly		1,802.18	1,878.27	1,965.50	2,055.52	2,147.39	2,232.77	2,321.86
Annual		46,856.58	48,835.07	51,103.10	53,443.52	55,832.19	58,051.97	60,368.26
Prem Rate		33.79	35.22	36.85	38.54	40.26	41.86	43.53
Hourly	**26**	20.30	21.16	22.15	23.16	24.17	25.16	26.17
Weekly		941.92	981.82	1,027.76	1,074.62	1,121.49	1,167.42	1,214.29
BiWeekly		1,883.84	1,963.65	2,055.52	2,149.25	2,242.98	2,334.85	2,428.58
Annual		48,979.84	51,054.85	53,443.52	55,880.45	58,317.38	60,706.05	63,142.98
Prem Rate		35.32	36.82	38.54	40.30	42.06	43.78	45.54

Bureau of Human Resources

Standard Salary Schedule

for

Salary Specification = 30

State Police Non-Standard

Effective from 09/01/2013

	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Hourly	**27**	21.20	22.10	23.10	24.17	25.22	26.27	27.32
Weekly		983.68	1,025.44	1,071.84	1,121.49	1,170.21	1,218.93	1,267.65
BiWeekly		1,967.36	2,050.88	2,143.68	2,242.98	2,340.42	2,437.86	2,535.30
Annual		51,151.36	53,322.88	55,735.68	58,317.38	60,850.82	63,384.26	65,917.70
Prem Rate		36.89	38.45	40.19	42.06	43.88	45.71	47.54

Bureau of Human Resources

Standard Salary Schedule

for

Salary Specification = 30

State Police Non-Standard

Effective from 07/01/ 2014

	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Hourly	**22**	17.01	17.70	18.55	19.36	20.23	21.03	21.86
Weekly		789.26	821.28	860.72	898.30	938.67	975.79	1,014.30
BiWeekly		1,578.53	1,642.56	1,721.44	1,796.61	1,877.34	1,951.58	2,028.61
Annual		41,041.73	42,706.56	44,757.44	46,711.81	48,810.94	50,741.18	52,743.81
Prem Rate		29.60	30.80	32.28	33.69	35.20	36.59	38.04
Hourly	**23**	17.82	18.59	19.48	20.32	21.24	22.08	22.97
Weekly		826.85	862.58	903.87	942.85	985.54	1,024.51	1,065.81
BiWeekly		1,653.70	1,725.15	1,807.74	1,885.70	1,971.07	2,049.02	2,131.62
Annual		42,996.10	44,853.95	47,001.34	49,028.10	51,247.87	53,274.62	55,422.02
Prem Rate		31.01	32.35	33.90	35.36	36.96	38.42	39.97
Hourly	**24**	18.72	19.53	20.44	21.35	22.31	23.20	24.13
Weekly		868.61	906.19	948.42	990.64	1,035.18	1,076.48	1,119.63
BiWeekly		1,737.22	1,812.38	1,896.83	1,981.28	2,070.37	2,152.96	2,239.26
Annual		45,167.62	47,121.98	49,317.63	51,513.28	53,829.57	55,976.96	58,220.86
Prem Rate		32.57	33.98	35.57	37.15	38.82	40.37	41.99
Hourly	**25**	19.61	20.44	21.39	22.37	23.37	24.30	25.27
Weekly		909.90	948.42	992.50	1,037.97	1,084.37	1,127.52	1,172.53
BiWeekly		1,819.81	1,896.83	1,984.99	2,075.94	2,168.74	2,255.04	2,345.06
Annual		47,315.01	49,317.63	51,609.79	53,974.34	56,387.14	58,631.04	60,971.46
Prem Rate		34.12	35.57	37.22	38.92	40.66	42.28	43.97
Hourly	**26**	20.50	21.37	22.37	23.39	24.41	25.41	26.43
Weekly		951.20	991.57	1,037.97	1,085.30	1,132.62	1,179.02	1,226.35
BiWeekly		1,902.40	1,983.14	2,075.94	2,170.59	2,265.25	2,358.05	2,452.70
Annual		49,462.40	51,561.54	53,974.34	56,435.39	58,896.45	61,309.25	63,770.30

Prem Rate		35.67	37.18	38.92	40.70	42.47	44.21	45.99

Bureau of Human Resources

Standard Salary Schedule

for

Salary Specification = 30

State Police Non-Standard

Effective from 07/01/2014

	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Hourly	27	21.41	22.32	23.33	24.41	25.47	26.53	27.59
Weekly		993.42	1,035.65	1,082.51	1,132.62	1,181.81	1,230.99	1,280.18
BiWeekly		1,986.85	2,071.30	2,165.02	2,265.25	2,363.62	2,461.98	2,560.35
Annual		51,658.05	53,853.70	56,290.62	58,896.45	61,454.02	64,011.58	66,569.15
Prem Rate		37.25	38.84	40.59	42.47	44.32	46.16	48.01

Bureau of Human Resources

Standard Salary Schedule

for

Salary Specification = 32

State Police - FLSA

Effective from 09/01/2013

	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Hourly	**24**	22.44	23.21	24.03	24.88	25.74	26.63	27.69
Weekly		897.60	928.40	961.20	995.20	1,029.60	1,065.20	1,107.60
BiWeekly		1,795.20	1,856.80	1,922.40	1,990.40	2,059.20	2,130.40	2,215.20
Annual		46,675.20	48,276.80	49,982.40	51,750.40	53,539.20	55,390.40	57,595.20
Prem Rate		33.66	34.82	36.05	37.32	38.61	39.95	41.54
Hourly	**25**	23.21	24.03	24.88	25.74	26.63	27.57	28.67
Weekly		928.40	961.20	995.20	1,029.60	1,065.20	1,102.80	1,146.80
BiWeekly		1,856.80	1,922.40	1,990.40	2,059.20	2,130.40	2,205.60	2,293.60
Annual		48,276.80	49,982.40	51,750.40	53,539.20	55,390.40	57,345.60	59,633.60
Prem Rate		34.82	36.05	37.32	38.61	39.95	41.36	43.01
Hourly	**26**	24.03	24.88	25.74	26.63	27.57	28.54	29.68
Weekly		961.20	995.20	1,029.60	1,065.20	1,102.80	1,141.60	1,187.20
BiWeekly		1,922.40	1,990.40	2,059.20	2,130.40	2,205.60	2,283.20	2,374.40
Annual		49,982.40	51,750.40	53,539.20	55,390.40	57,345.60	59,363.20	61,734.40
Prem Rate		36.05	37.32	38.61	39.95	41.36	42.81	44.52
Hourly	**27**	24.88	25.74	26.63	27.57	28.54	29.53	30.71
Weekly		995.20	1,029.60	1,065.20	1,102.80	1,141.60	1,181.20	1,228.40
BiWeekly		1,990.40	2,059.20	2,130.40	2,205.60	2,283.20	2,362.40	2,456.80
Annual		51,750.40	53,539.20	55,390.40	57,345.60	59,363.20	61,422.40	63,876.80
Prem Rate		37.32	38.61	39.95	41.36	42.81	44.30	46.07

Bureau of Human Resources

Standard Salary Schedule

for

Salary Specification = 32

State Police - FLSA

Effective from 07/01/2014

	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	**24**	22.66	23.44	24.27	25.13	26.00	26.90	27.97	
Weekly		906.40	937.60	970.80	1,005.20	1,040.00	1,076.00	1,118.80	
BiWeekly		1,812.80	1,875.20	1,941.60	2,010.40	2,080.00	2,152.00	2,237.60	
Annual		47,132.80	48,755.20	50,481.60	52,270.40	54,080.00	55,952.00	58,177.60	
Prem Rate		33.99	35.16	36.41	37.70	39.00	40.35	41.96	
Hourly	**25**	23.44	24.27	25.13	26.00	26.90	27.85	28.96	
Weekly		937.60	970.80	1,005.20	1,040.00	1,076.00	1,114.00	1,158.40	
BiWeekly		1,875.20	1,941.60	2,010.40	2,080.00	2,152.00	2,228.00	2,316.80	
Annual		48,755.20	50,481.60	52,270.40	54,080.00	55,952.00	57,928.00	60,236.80	
Prem Rate		35.16	36.41	37.70	39.00	40.35	41.78	43.44	
Hourly	**26**	24.27	25.13	26.00	26.90	27.85	28.83	29.98	
Weekly		970.80	1,005.20	1,040.00	1,076.00	1,114.00	1,153.20	1,199.20	
BiWeekly		1,941.60	2,010.40	2,080.00	2,152.00	2,228.00	2,306.40	2,398.40	
Annual		50,481.60	52,270.40	54,080.00	55,952.00	57,928.00	59,966.40	62,358.40	
Prem Rate		36.41	37.70	39.00	40.35	41.78	43.25	44.97	
Hourly	**27**	25.13	26.00	26.90	27.85	28.83	29.83	31.02	
Weekly		1,005.20	1,040.00	1,076.00	1,114.00	1,153.20	1,193.20	1,240.80	
BiWeekly		2,010.40	2,080.00	2,152.00	2,228.00	2,306.40	2,386.40	2,481.60	
Annual		52,270.40	54,080.00	55,952.00	57,928.00	59,966.40	62,046.40	64,521.60	
Prem Rate		37.70	39.00	40.35	41.78	43.25	44.75	46.53	

Bureau of Human Resources

Standard Salary Schedule

for

Salary Specification = 33

State Police 28 Day

Effective from 09/01/2013

	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	**18**	15.70	16.37	17.09	17.88	18.63	19.45	20.23	21.04
Weekly		1,256.00	1,309.60	1,367.20	1,430.40	1,490.40	1,556.00	1,618.40	1,683.20
BiWeekly		2,512.00	2,619.20	2,734.40	2,860.80	2,980.80	3,112.00	3,236.80	3,366.40
Annual		32,656.00	34,049.60	35,547.20	37,190.40	38,750.40	40,456.00	42,078.40	43,763.20
Prem Rate		23.55	24.56	25.64	26.82	27.95	29.18	30.35	31.56
Hourly	**20**	17.08	17.83	18.62	19.43	20.36	21.23	22.12	23.01
Weekly		1,366.40	1,426.40	1,489.60	1,554.40	1,628.80	1,698.40	1,769.60	1,840.80
BiWeekly		2,732.80	2,852.80	2,979.20	3,108.80	3,257.60	3,396.80	3,539.20	3,681.60
Annual		35,526.40	37,086.40	38,729.60	40,414.40	42,348.80	44,158.40	46,009.60	47,860.80
Prem Rate		25.62	26.75	27.93	29.15	30.54	31.85	33.18	34.52
Hourly	**21**	17.85	18.63	19.47	20.32	21.27	22.20	23.08	24.00
Weekly		1,428.00	1,490.40	1,557.60	1,625.60	1,701.60	1,776.00	1,846.40	1,920.00
BiWeekly		2,856.00	2,980.80	3,115.20	3,251.20	3,403.20	3,552.00	3,692.80	3,840.00
Annual		37,128.00	38,750.40	40,497.60	42,265.60	44,241.60	46,176.00	48,006.40	49,920.00
Prem Rate		26.78	27.95	29.21	30.48	31.91	33.30	34.62	36.00
Hourly	**22**	19.51	20.40	21.28	22.27	23.26	24.18	25.15	
Weekly		1,560.80	1,632.00	1,702.40	1,781.60	1,860.80	1,934.40	2,012.00	
BiWeekly		3,121.60	3,264.00	3,404.80	3,563.20	3,721.60	3,868.80	4,024.00	
Annual		40,580.80	42,432.00	44,262.40	46,321.60	48,380.80	50,294.40	52,312.00	
Prem Rate		29.27	30.60	31.92	33.41	34.89	36.27	37.73	
Hourly	**23**	20.39	21.28	22.25	23.27	24.31	25.26	26.27	
Weekly		1,631.20	1,702.40	1,780.00	1,861.60	1,944.80	2,020.80	2,101.60	
BiWeekly		3,262.40	3,404.80	3,560.00	3,723.20	3,889.60	4,041.60	4,203.20	
Annual		42,411.20	44,262.40	46,280.00	48,401.60	50,564.80	52,540.80	54,641.60	
Prem Rate		30.59	31.92	33.38	34.91	36.47	37.89	39.41	

Bureau of Human Resources

Standard Salary Schedule

for

Salary Specification = 33

State Police 28 Day

Effective from 09/01/2013

	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	**24**	21.28	22.25	23.27	24.31	25.40	26.55	27.61	
Weekly		1,702.40	1,780.00	1,861.60	1,944.80	2,032.00	2,124.00	2,208.80	
BiWeekly		3,404.80	3,560.00	3,723.20	3,889.60	4,064.00	4,248.00	4,417.60	
Annual		44,262.40	46,280.00	48,401.60	50,564.80	52,832.00	55,224.00	57,428.80	
Prem Rate		31.92	33.38	34.91	36.47	38.10	39.83	41.42	
Hourly	**25**	22.35	23.36	24.42	25.52	26.66	27.73	28.85	
Weekly		1,788.00	1,868.80	1,953.60	2,041.60	2,132.80	2,218.40	2,308.00	
BiWeekly		3,576.00	3,737.60	3,907.20	4,083.20	4,265.60	4,436.80	4,616.00	
Annual		46,488.00	48,588.80	50,793.60	53,081.60	55,452.80	57,678.40	60,008.00	
Prem Rate		33.53	35.04	36.63	38.28	39.99	41.60	43.28	
Hourly	**26**	23.27	24.31	25.40	26.55	27.73	28.99	30.15	
Weekly		1,861.60	1,944.80	2,032.00	2,124.00	2,218.40	2,319.20	2,412.00	
BiWeekly		3,723.20	3,889.60	4,064.00	4,248.00	4,436.80	4,638.40	4,824.00	
Annual		48,401.60	50,564.80	52,832.00	55,224.00	57,678.40	60,299.20	62,712.00	
Prem Rate		34.91	36.47	38.10	39.83	41.60	43.49	45.23	
Hourly	**27**	24.31	25.40	26.55	27.73	28.99	30.29	31.50	
Weekly		1,944.80	2,032.00	2,124.00	2,218.40	2,319.20	2,423.20	2,520.00	
BiWeekly		3,889.60	4,064.00	4,248.00	4,436.80	4,638.40	4,846.40	5,040.00	
Annual		50,564.80	52,832.00	55,224.00	57,678.40	60,299.20	63,003.20	65,520.00	
Prem Rate		36.47	38.10	39.83	41.60	43.49	45.44	47.25	

Bureau of Human Resources

Standard Salary Schedule

for

Salary Specification = 33

State Police 28 Day

Effective from 07/01/2014

	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	**18**	15.86	16.53	17.26	18.06	18.82	19.64	20.43	21.25
Weekly		1,268.80	1,322.40	1,380.80	1,444.80	1,505.60	1,571.20	1,634.40	1,700.00
BiWeekly		2,537.60	2,644.80	2,761.60	2,889.60	3,011.20	3,142.40	3,268.80	3,400.00
Annual		32,988.80	34,382.40	35,900.80	37,564.80	39,145.60	40,851.20	42,494.40	44,200.00
Prem Rate		23.79	24.80	25.89	27.09	28.23	29.46	30.65	31.88
Hourly	**20**	17.25	18.01	18.81	19.62	20.56	21.44	22.34	23.24
Weekly		1,380.00	1,440.80	1,504.80	1,569.60	1,644.80	1,715.20	1,787.20	1,859.20
BiWeekly		2,760.00	2,881.60	3,009.60	3,139.20	3,289.60	3,430.40	3,574.40	3,718.40
Annual		35,880.00	37,460.80	39,124.80	40,809.60	42,764.80	44,595.20	46,467.20	48,339.20
Prem Rate		25.88	27.02	28.22	29.43	30.84	32.16	33.51	34.86
Hourly	**21**	18.03	18.82	19.66	20.52	21.48	22.42	23.31	24.24
Weekly		1,442.40	1,505.60	1,572.80	1,641.60	1,718.40	1,793.60	1,864.80	1,939.20
BiWeekly		2,884.80	3,011.20	3,145.60	3,283.20	3,436.80	3,587.20	3,729.60	3,878.40
Annual		37,502.40	39,145.60	40,892.80	42,681.60	44,678.40	46,633.60	48,484.80	50,419.20
Prem Rate		27.05	28.23	29.49	30.78	32.22	33.63	34.97	36.36
Hourly	**22**	19.71	20.60	21.49	22.49	23.49	24.42	25.40	
Weekly		1,576.80	1,648.00	1,719.20	1,799.20	1,879.20	1,953.60	2,032.00	
BiWeekly		3,153.60	3,296.00	3,438.40	3,598.40	3,758.40	3,907.20	4,064.00	
Annual		40,996.80	42,848.00	44,699.20	46,779.20	48,859.20	50,793.60	52,832.00	
Prem Rate		29.57	30.90	32.24	33.74	35.24	36.63	38.10	
Hourly	**23**	20.59	21.49	22.47	23.50	24.55	25.51	26.53	
Weekly		1,647.20	1,719.20	1,797.60	1,880.00	1,964.00	2,040.80	2,122.40	
BiWeekly		3,294.40	3,438.40	3,595.20	3,760.00	3,928.00	4,081.60	4,244.80	
Annual		42,827.20	44,699.20	46,737.60	48,880.00	51,064.00	53,060.80	55,182.40	
Prem Rate		30.89	32.24	33.71	35.25	36.83	38.27	39.80	

Bureau of Human Resources

Standard Salary Schedule

for

Salary Specification = 33

State Police 28 Day

Effective from 07/01/2014

	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	**24**	21.49	22.47	23.50	24.55	25.65	26.82	27.89	
Weekly		1,719.20	1,797.60	1,880.00	1,964.00	2,052.00	2,145.60	2,231.20	
BiWeekly		3,438.40	3,595.20	3,760.00	3,928.00	4,104.00	4,291.20	4,462.40	
Annual		44,699.20	46,737.60	48,880.00	51,064.00	53,352.00	55,785.60	58,011.20	
Prem Rate		32.24	33.71	35.25	36.83	38.48	40.23	41.84	
Hourly	**25**	22.57	23.59	24.66	25.78	26.93	28.01	29.14	
Weekly		1,805.60	1,887.20	1,972.80	2,062.40	2,154.40	2,240.80	2,331.20	
BiWeekly		3,611.20	3,774.40	3,945.60	4,124.80	4,308.80	4,481.60	4,662.40	
Annual		46,945.60	49,067.20	51,292.80	53,622.40	56,014.40	58,260.80	60,611.20	
Prem Rate		33.86	35.39	36.99	38.67	40.40	42.02	43.71	
Hourly	**26**	23.50	24.55	25.65	26.82	28.01	29.28	30.45	
Weekly		1,880.00	1,964.00	2,052.00	2,145.60	2,240.80	2,342.40	2,436.00	
BiWeekly		3,760.00	3,928.00	4,104.00	4,291.20	4,481.60	4,684.80	4,872.00	
Annual		48,880.00	51,064.00	53,352.00	55,785.60	58,260.80	60,902.40	63,336.00	
Prem Rate		35.25	36.83	38.48	40.23	42.02	43.92	45.68	
Hourly	**27**	24.55	25.65	26.82	28.01	29.28	30.59	31.82	
Weekly		1,964.00	2,052.00	2,145.60	2,240.80	2,342.40	2,447.20	2,545.60	
BiWeekly		3,928.00	4,104.00	4,291.20	4,481.60	4,684.80	4,894.40	5,091.20	
Annual		51,064.00	53,352.00	55,785.60	58,260.80	60,902.40	63,627.20	66,185.60	
Prem Rate		36.83	38.48	40.23	42.02	43.92	45.89	47.73	