

Agreement
between the
City of Presque Isle
and
Teamsters Local No. 340
for the
Police Sergeants
Bargaining Unit

From: January 1, 2021

To: December 31, 2023

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THIS AGREEMENT, entered into, _____, by and between the City of Presque Isle, hereinafter referred to as "City" and Teamsters Union Local No. 340, hereinafter referred to as "Union", wherein both parties mutually agree as follows:

ARTICLE 1 - PREAMBLE

Pursuant to the provision of 26 M.R.S.A. 961-974; the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper employee morale and to promote effective and efficient municipal operations.

ARTICLE 2 - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representative of all Patrol Sergeants and Detective Sergeants and the Deputy Police Chief in the Presque Isle Police Department, except as provided herein, for the purpose of bargaining with respect to wages, hours of work and working conditions.

ARTICLE 3 - UNION SECURITY

A. Membership in the Local Union is not compulsory. Membership in the Local Union is separate, apart and distinct from the assumption by an employee of his equal obligation to the extent that he receives equal benefits. The Local Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not the employee is a member of the Union. The terms for this Agreement have been made for all employees in the bargaining unit and not for members in the Local Union.

This Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of employees in the bargaining unit.

Section 1 - Union Membership. All employees who are members of the Union as of the date of this Agreement, and all employees who hereafter become members of the Union shall maintain their membership in good standing in the Union for the duration of this Agreement.

B. Check-off

Section 1 - Any employee choosing membership in the Union shall be required to sign a written payroll deduction authorization form authorizing deduction from his/her pay of the membership of the Agreement or the day thereafter the employee becomes covered by the Agreement.

Section 2 - The Union shall indemnify, defend and hold the City harmless against all claims and suits which may arise as a result of action taken pursuant to this Article and in the collection of dues.

ARTICLE 4 - MANAGEMENT RIGHTS AND DEPARTMENTAL RULES

Section 1 -

The City retains all rights and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement. Such rights shall include and shall not be limited to: operation and management of the City's Police Department; the direction of the working force; the right to hire, discharge, and

discipline; to change assignments; to promote, to suspend, to reduce or expand the working forces; to transfer, to maintain discipline, to establish work schedules, to introduce new, improved, or changed methods of work or facilities; to change, combine or eliminate jobs; work tasks, or positions; the right to hire part-time dispatcher employees without recourse from the Union providing they are paid the prevailing wage rate and benefits are pro-rated per City policy. The City's not exercising of such functions in a particular way, shall not be deemed a waiver of its right to exercise such function or preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 2 -

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

ARTICLE 5 - STRIKES AND SLOWDOWNS PROHIBITED

The Union agrees that during the term of this Agreement that neither it nor its officers or members engage in, encourage, sanction, support, or suggest any strikes, mass absenteeism, picketing while on duty or other similar actions which are directed toward the City, or would interfere with any of the work of the City or department.

Failure or refusal on the part of any employee or agent to comply with any provision of this Article, shall be cause for whatever disciplinary action, including pledge by the Union and employees, the City shall not lockout employees for the suspension or discharge deemed necessary by the City. In consideration of no strike duration of this Agreement. Neither the violation of any provision of this Agreement nor the commission of any act constituting an unfair labor practice or otherwise made unlawful, state or local law shall excuse employees, the Union or the City from their obligations under the provisions of this Article. Alleged violations of any provision of this Article is appealable immediately by either party, to the Superior Court within and for the County of Aroostook and State of Maine for the purpose of securing specific performance of the provisions of this Article.

ARTICLE 6 - TIME OFF WHILE PERFORMING UNION DUTIES

All employees covered by this Agreement, who are stewards of the Union, shall be allowed time off with pay for official Union Business with representatives of management by appointment, if there is sufficient manpower available to cause no interference with departmental operations. Representatives of the Union shall be allowed time off with pay during their regular work or shift hours to investigate grievance(s) or to attend to grievance hearings, but in no case, shall such time exceed a total of two (2) hours per week for not more than two (2) representatives.

Exceptions to the above limitations would be for contract negotiation.

No time off or leave of absence shall be permitted under this Article unless the Chief determines there is sufficient manpower available for normal departmental operations.

It is understood and agreed that all employees have productive work to perform and will not leave their jobs during working hours to attend to Union matters, except as provided above.

ARTICLE 7 - SENIORITY - PERSONNEL REDUCTION

- A. A seniority list by classification, shall be established naming all employees covered by this Agreement, with the employee with the greatest seniority (years of service) listed first. Seniority shall be based upon the employee's last date of hire. Seniority, for the purposes of this Agreement, shall be interpreted to mean length of continuous service only, and shall be an important factor in all matters affecting promotion, and shall be the governing factor in all matters affecting layoff and recall provided all other qualifications are equal.
- B. In the event it becomes necessary for the City to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority, by classification with bumping rights. All affected employees shall receive a two (2) calendar week advance notice of layoff. Employees shall be recalled from layoff according to their seniority. No new employees shall be hired until all employees on layoff status have been afforded recall notices. Recall is subject to the Officer maintaining certification and employee's response to recall by returning to work within fourteen (14) days of the recall notice.
- C. The seniority list shall be made available to the Union within thirty (30) days after the signing of the Agreement and posted on the Department bulletin board. Corrections to the seniority list shall be made within thirty (30) days of such posting. After such thirty (30) day period, the seniority list shall be deemed correct.

ARTICLE 8 - DUTIES OF EMPLOYEES

The duties of the employees covered by this Agreement shall be the enforcement of City Ordinances, state and federal statutes, the patrolling of the City streets and highways for crime prevention, and traffic control and the preservation of life and property, and the carrying out of the duties normally required of the Police Department. However, nothing herein shall be construed as diminishing the current duties of the employees, duties to those consistent with prior practices, or as precluding the assignment of new duties to carry out the general purposes served by the present duties as changing conditions or technology warrant.

Employees may be permitted to perform services for private interest and be gainfully employed outside the department, provided prior approval and consent hereof is obtained from the Chief of Police.

ARTICLE 9 - HOURS OF WORK

A. Hours of Work

The regular work week for employees shall average forty (40) hours per week. The City reserves the right to change the work schedule with the forty (40) hours average work week. The work day shall be the normal scheduled hours for each employee, eight (8) or ten (10) hours, based upon the schedule the City decides the employees shall work, however, the City shall notify the Union thirty (30) days prior to any permanent shift changes for the department or individuals.

All employees hired after January 23, 2014 shall receive their pay through direct deposit.

ARTICLE 10- WAGES - OVERTIME

A. Wages

1. The employees shall be paid in accordance with the City Pay Plan, a copy of which is attached hereto, marked Appendix "A" and made a part hereof.
2. The wage scale shall be effected by \$1.00 to scale retro to January 1, 2021, \$1.00 to scale effective January 1, 2022, and \$1.00 to scale effective January 1, 2023.

13. Overtime Compensation

In the event that a need for overtime should occur in the City services, overtime shall be paid at the rate of one and one-half (1 1/2) times the rate of pay of the hourly rate of the employee. It is agreed by the parties hereto that forty (40) hours work shall constitute a week's work, and that a monetary rate of one and one-half (1 1/2) times the base hourly rate shall be paid for all hours actually worked by the employee covered by this Agreement during the work week in excess of their regularly scheduled workday of eight or ten (8 or 10) hours, whichever is applicable, except that anyone called into work a regular scheduled day off will be compensated for at a rate of one and one-half (1 1/2) times his regular hourly rate, except for court time.

ARTICLE 11 - SPECIAL DUTY

A. Special Duties

The City agrees that the regular employees shall have first preference to all special police duties or assignments which come under the City's jurisdiction and where Police guidance, surveillance or presence is required. Employees who work on any outside function such as, but not limited to, dances, games, conventions and private functions shall be paid at a rate of fifty dollars an hour (\$50 hour) with a guaranteed minimum of not less than four (4) hours for each assignment. Payment thereof to be made by the City and recoverable from the sponsor(s).

B. Court Time

1. Any employee covered by this Agreement who is required to attend court outside of his/her regular work shift, shall receive a minimum of three (3) hours of pay at the rate of one and one-half (1 1/2) times his/her hourly rate for such attendance. If he/she is required to stay in attendance at such court for more than three (3) hours, he/she shall be compensated at the same rate of pay for the actual number of hours spent that day; provided however, that any and all fees, compensation or allowances to which the Officer is, or would be entitled to, for such court time, as provided for by statute or court order, shall be turned over and paid to the City and not retained by the Officer. This provision shall not apply to mileage paid to the Officer to facilitate the court appearance.

2. Method of Payment

- a. Court time annexed to the end or beginning of a shift of which the Officer was working or is scheduled to work will be paid at a rate of one and one-half (1 1/2) times the Officer's regular hourly rate for the actual number of hours spent in court beyond the end of the regular shift or before the regular scheduled shift.

b. When an Officer is required to be on "standby" for a trial, because it has not been determined if a trial will in fact be held, the Officer (off-duty) shall receive a payment of two (2) hours pay at a rate of one and one-half (1 ½) times his hourly rate provided the Officer presents a notice signed by the District Attorney that he/she was, in fact, placed on standby.

ARTICLE 12 - HOLIDAYS AND VACATIONS

A. Holiday Pay

1. The following holidays shall be paid holidays for all employees covered by this Agreement:

New Year 's Day	Martin Luther King, Jr. Day
President' s Day	Patriot' s Day
Memorial Day	Independence Day
Labor Day	Columbus Day
Veteran' s Day	Thanksgiving Day
Christmas Day	

2. One (1) personal day shall be granted at the discretion of the Police Chief. Effective January 1, 2012 shall include two (2) compensatory days.
3. In the event an employee is assigned to work on one of said holidays, the Chief shall grant him/her a compensatory day off.
4. An employee who is called in to duty on a holiday, and it is not a scheduled work day, shall be paid at the rate of two (2) times the employee's hourly rate.
5. All hours worked on any of the above-named holidays shall be paid for at the rate of one and one-half (1 ½) times the employee's hourly rate.
6. The paid holiday shall be as observed by the City, except that New Year's Day, Independence Day, Veterans Day, and Christmas Day shall be paid on the actual holiday.
7. Employees may carry over a maximum of one-hundred twenty (120) hours of accrued holiday time as of June 30' of each year. Employees who separate from employment who have more than one hundred twenty (120) hours of accrued holiday time at time of separation shall be paid a maximum of one-hundred twenty (120) hours of paid time. Requests to use the accrued holiday time shall be approved by the Chief of Police, who shall not unreasonably deny the request. Employees shall make every effort to use the accrued holiday time in excess of one-hundred twenty (120) hours.

B. Vacation

1. All permanent employees who have continuous service of more than six (6) months of service and less than five (5) years of service with the Presque Isle Police Department shall be entitled to a vacation with pay of eighty (80) hours during each calendar year.
- All employees who have completed five (5) years or more of continuous service with the Presque Isle Police Department shall be entitled to a vacation with pay of one hundred twenty (120) hours during each calendar year.

3. All employees who have completed fifteen (15) years of continuous service with the Presque Isle Police Department shall be entitled to a vacation with pay of one hundred sixty (160) hours during each calendar year.
4. All employees who have completed twenty (20) years of service with the Presque Isle Police Department shall be entitled to a vacation with pay of two hundred (200) hours during each calendar year.
5. Entitlement to vacation under this Section shall be as determined monthly after the first year anniversary date of hire of the employee.
6. Vacations shall be granted according to rank and then according to seniority in the department.
7. In the event of dismissal of an employee for cause, or if an employee voluntarily leaves his/her employment, said employee shall be entitled to vacation pay not to exceed three hundred and twenty (320) hours for all unused vacation earned at time of separation from employment.
8. Employees who are separated in good standing, or retire from the Presque Isle Police Department and who have accrued vacation time to their credit at the time of such separation or retirement shall be paid the wages equivalent to the accrued vacation, but in no case to exceed three hundred and twenty (320) hours, provided the employee submits a written notice fourteen (14) days in advance of his last day of actual work.
9. An employee may accrue no more than three hundred and twenty (320) hours. The City shall issue to the Union a listing of all members accumulated vacation time as of September 1, 2011. Any member that has more than the maximum allowed shall have until December 30, 2012 to reduce 50% of the excess and shall have until December 30, 2013 to comply with the maximum allowed. Any excess shall be forfeited. In addition, n, any member in compliance as of September 1, 2011, shall automatically forfeit any excess should they exceed the maximum allowed at any point in the future.
10. The City agrees that each employee may take earned vacation accruals any way the employee requests with the approval of the Chief.
11. Employees may sell up to 40 hours of vacation time back to the City each year but must maintain a minimum of 80 hours.

ARTICLE 13 - CALL BACK AND ACTING SUPERVISOR

A. Call Back Time

Call back time shall be a minimum of three (3) hours and shall be considered only when not connected to regular hours. Pay is one and one-half (1 1/2) times the rate of pay.

B. Sergeants Assigned as Acting Police Chief

A Sergeant shall receive \$50.00 per day for acting in the absence or unavailability of the Chief of Police when assigned by the Chief of Police.

ARTICLE 14 - INSURANCE

Part A. Health Insurance

Regular full-time and part-time employees working thirty (30) hours or more per week are eligible to participate in the health insurance program offered by the City.

Regular full-time and part-time employees working thirty (30) hours or more per week are eligible to participate in the health insurance program offered by the City. Employees who work between thirty to forty (30-40) hours per week shall be eligible to receive a prorated contribution based upon a forty (40) hour work week.

The City agrees to continue medical coverage with the Maine Municipal Employees Health Trust PPO 1500 plan. The Union recognizes, without protest, that the administrators of any plan offered by the City may make changes to the benefits offered in a particular plan and if the plan is offered in the future.

Effective January 1, 2021, the percentage of PPO 1500 premium cost-sharing ratios shall be:

- Single: 80% City/ 20% Employee
- Employee & Child: 70% City/30% Employee
- Family: 70% City/30% Employee

Employees shall receive a longevity health insurance credit towards any weekly contributions for the purchase of City issued health insurance based on the following:

- 19 years or greater \$35.00 per week

Employees that do not purchase health insurance through the City are not eligible for the longevity health insurance credit. The maximum longevity health insurance credit any employee may receive is equal to the amount of payment the employee must make towards health insurance. If an employee's credit exceeds the amount owed per week, the balance is retained by the City.

The City will contribute towards a HRA for each employee enrolled in the PPO 1500.

- Single: \$3,600.00
- Employee & Child: \$7,200.00
- Family: \$7,200.00

However, each employee will be responsible for the first dollars applied to the deductible as follows:

1/1/ 2021

- Single: \$400.00
- Employee & Child: \$800.00
- Family: \$800.00

Any unused HRA funds that remain at calendar year end will revert to the City.

The City agrees to meet with the Union to review the coverage provided by a medical insurance carrier prior to making any changes in the current medical insurance carrier. The purpose of such meeting will be to review the plan offered by the new carrier to ensure equivalent benefits are maintained. The final decision regarding the medical insurance carrier is vested with the City.

If the parties agree the benefits are equal, a Memorandum of Agreement so indicated shall be signed. If the Union does not agree the benefits are equal, it reserves the right to pursue the matter as a grievance.

The City shall allow eligible unit members to join the Northern New England Benefit Trust Insurance providing that the following provisions are met. First, that the City Council determines that retirees are adequately covered with comparable health insurance coverage as offered by the Maine Municipal Employees Health Trust or insurance offered at the time. Second, that the aggregate cost to join the Northern New England Benefit Trust is equal to or less than the City's cost of the Maine Municipal Employees Health Trust or the insurance offered at the time.

If the unit joins the Northern New England Benefit Trust Insurance, the parties shall not be obligated to further negotiate issues relating to rejoining unless mutually agreed to by both parties.

Part B - Health Insurance Stipend

The City will offer stipends for eligible employees who do not participate in the City's health insurance to the fullest. Stipends are on an annual basis and do not become part of the employee's wages. Stipends are subject to all applicable federal and state taxes and Maine State Retirement. Stipends are prorated on a monthly basis and will be paid to the employee through payroll on the last pay week of each month that the employee qualifies. Employees are not provided stipends for dropping dependents that are no longer eligible for health insurance coverage under the City's group plan. Employees who qualify for a stipend by dropping the City's health insurance for themselves or dependents (eligible for health insurance coverage with the City) must be able to demonstrate that they or their dependents have other health insurance coverage. Stipends will not be implemented until verification of insurance is provided to the City,

Stipends are as follows:

An employee, with no dependents eligible for the City's health insurance, who does not take coverage for himself, shall receive:

\$1,000.00 per year

An employee, eligible for Employee /Child coverage, who drops the child coverage, reverting the employee to single coverage, shall receive:

\$800.00 per year

An employee who drops his coverage and child coverage, and therefore is not covered on the City's insurance, shall receive:

\$1,800.00 per year

An employee who has a spouse eligible for family coverage on the City's insurance and does not cover the spouse, shall receive:

\$600.00 per year

An employee who has dependents eligible for family coverage on the City's health insurance and does not cover those dependents (employees would have single rate coverage), shall receive:

\$1,200.00 per year

An employee along with dependents who are eligible for family coverage on the City' s health insurance, and does not cover himself and dependents shall receive:

\$2,200.00 per year

An employee whose spouse works for the City, and both qualify separately for the City' s health insurance (the stipend will be paid to the employee who is not the contract employee on the health insurance), shall receive:

\$600.00 per year

Part C - Section 125 Plan

The City shall offer a Section 125 Flexible Benefits Plan to eligible employees and pay the administrative fee costs of the plan.

Part D - Vision and Dental

The City shall offer Vision and Dental to eligible employees as follows:

The employees are responsible for the full cost of Dental and vision plans commencing 1/1/2019.

The employees may choose one, both, or neither of the above coverages. An employee declining one of both of these insurances does not make the employee eligible for a stipend.

ARTICLE 15-PENSION

Employees who were eligible and participating in the Maine State Retirement System prior to July 1, 1996, may remain in the Maine State Retirement System or withdraw. For those employees who remain in the Maine State Retirement System, all retirement plans in effect as of June 30, 1996, remain the same. This includes the COLA and disability provisions that were provided in the retirement plans.

For those employees hired July 1, 1996, or after, as well as those employees who may, by choice, withdraw from the Maine State Retirement System, or those employed prior to July 1, 1996, but who were not eligible for participation in Maine State Retirement, a new retirement plan is available, provided the employee qualifies.

The new retirement plan consists of three components. They are:

1. Social Security which will be deducted from all employees not participating in the Maine State Retirement System.
2. A 401a Money Purchase Plan - the City will contribute six percent (6%) of gross wages for all regular employees who meet the eligibility requirements. Eight percent (8%) of an employee's gross wages will be contributed by the City for eligible employees who qualify and would be considered "Special Plan" employees. "Special Plan" employees are those positions that would have qualified for the "Special Plan" under Maine State Retirement (Police Officers, Police Sergeants, Sergeant Detectives and Firefighters).
3. A 457 Plan - Deferred Annuity is available for eligible employees to voluntarily participate in. For an employee participating, the City will match the employee contribution up to an amount of one percent (1%) of the employee's gross wages.

The Plan Document provides more detail of investment options that the employee may choose and further explains eligibility requirements.

Eligibility requires one (1) year defined as 1,000 hours. Entry is on the first day of the *calendar quarter following completion of the eligibility requirements.*

Vesting Schedule:

<u>Years of Service</u>	<u>Vesting Percent</u>
Less than 2 years	0%
2 years, but less than 3	40%
3 years, but less than 4	80%
4 years or more	100%

4. All payments made on behalf of the 401a and 457 deferred compensation plans shall be paid on a monthly basis and credited appropriately in the employee's account.
5. MePERS/Maine State Retirement

- a. The City currently is a locally participating district (LPD) in the Maine Public Employees Retirement System (MePERS). Should the City decide to convert to the so called 'consolidated plan' of MePERS, the parties agree to: Allow for a limited, one-time only open enrollment period for current unit members (as defined as those employed by the City at the time of the decision), and;
- b. The open enrollment period will be for a limited time, established exclusively by the City, and;
- c. Once the open enrollment period is concluded, the ability for unit members to join MePERS is permanently closed.

ARTICLE 16-LEAVE OF ABSENCE

A. Sick leave -

1. Sick leave shall be accrued at the rate of one (1) day for each full calendar month of service beginning with the first calendar month of employment accumulative to a maximum of one hundred twenty (120) days. The day referred to above shall be equal to the normal work day, eight (8) or ten (10) hours, six (6) hours for the Parking Enforcement Officer.
2. After ten (10) years of service each employee shall be eligible to accrue sixteen (16) or twenty (20) hours dependent on the normal workday of the employee. Eight (8) hours or ten (10) hours dependent on the normal workday shall be credited to each employee's sick leave accumulation after each six (6) months of work.
3. Sick leave for members of the Presque Isle Police Department may only be used in the following cases:
 - a. Personal illness or physical incapacity of such degree as to render the employee unable to perform the duties of his position unless the employee is found capable of other work in the department by the Chief of Police and assigned to such work. If requested, the employee shall furnish the Chief of Police with a certificate from his/her attending physician. If the physician certifies that the employee is unable to perform his/her duties due to illness or physical incapacity, the physician's bill for such examination shall be paid for by the City. If the physician does not so certify, his/her bill shall be paid for by the employee. Employees may use sick time for appointments dealing with family health and medical issues for people who are in the same household.
 - b. Attendance upon members of the family within the household of the employee, children of the employee, under eighteen (18), not living in the household, and employee's parents, when their illness requires care by such employee not to exceed ninety-six (96) or one hundred and twenty (120) hours dependent on the normal work day.
 - c. Absences for a fraction or part of a day that are chargeable to sick leave in accordance with these provisions shall be charged on an hour for hour basis. Employees may charge a minimum of one-quarter (1/4) hour increments at a time for sick leave.

d. Employees shall see that their department head is notified of the reason for their absence not previously arranged for, within two (2) hours of the beginning of the unexpected absence.

e. Each employee who has no accumulated sick leave shall be entitled to forty (40) hours of sick leave per year in the event of a major illness (such as heart attack, stroke, cancer, loss of limbs, automobile or other vehicular accidents or other similar illnesses or injuries) or for those employees who need such days while waiting for Worker's Compensation to commence or for those employees waiting for disability retirement to commence.

f. If an employee covered under the Agreement, while accumulating sick leave, does not use any sick leave during six (6) consecutive months, he will receive from the City of Presque Isle, eight (8) hours of pay at the hourly rate of the employee.

B. Bereavement Leave -

1. In the event of the death of the employee's spouse, child, mother, father, brother, sister, stepmother, stepfather, stepchildren, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandmother, grandfather, or grandchildren, the employee shall be entitled to up to twenty-four (24) or thirty (30) hours dependent upon the normal workday leave for the purpose of attendance at the funeral and assisting in the necessary family arrangements. Such leave shall be with pay and without any deduction from sick leave. The City agrees that the City Manager, at his discretion, may grant up to forty (40) or fifty (50) hours dependent on the normal workday bereavement leave.
2. An amount of time, determined by the Chief, but in no case to exceed one (1) day will be allowed for attendance at funerals for the following relatives of the employee not provided for under Section **B-1** above: aunt, uncle, niece, nephew, brother-in-law, sister-in-law, or any other relative who when such relative is living in the same household as the employee. Said time off shall be with pay. Sixteen (16) or twenty (20) hours dependent on the normal workday may be utilized after the one (1) bereavement day is used, without deduction from sick leave.

ARTICLE 17 - UNUSED SICK LEAVE

Employees will not be allowed any payout of accrued sick leave upon termination of employment. An employee who is eligible to draw a retirement pension from the Maine State Retirement or the 401a Money Purchase Plan, at the time of leaving active service with the City, and who has a minimum service of ten (10) years, shall be entitled to receive an amount equal to his/her wages at the time of such retirement of one-half (1/2) the number of hours of unused sick leave which he/she has accumulated, or a maximum of four hundred and eighty (480) or six hundred (600) hours depending on the normal workday provided that the maximum shall not exceed an amount equal to wages for four hundred and eighty (480) or six hundred (600) hours dependent on the normal workday.

Any employee hired after February 24, 2014 shall only be entitled to sick leave payout after twenty-five (25) years of service with the City. Said payout shall be subject to the above limitations and at the applicable percentages.

Effective November 11, 2014 for the purposes of this Article, eligibility to draw a retirement pension shall be defined as meeting one of the following; (1) minimum of fifty-five (55) years of age and minimum of twenty (20) years of service; or (2) minimum of twenty-five (25) years of service, no age requirement.

ARTICLE 18 - EXTRA HAZARDOUS INJURIES

A. Employees covered by this Agreement who are injured on the job while performing extra hazardous duties, shall receive, in addition to compensation paid or payable under the Workmen's Compensation Act, an amount sufficient to bring them up to full net salary while any incapacity exists and until they are either placed on disability retirement or returned to active duty, providing the employee on duty is in substantial compliance with applicable written procedures.

Absence because of such injuries shall not be charged to accumulated sick Leave. Extra hazardous injuries shall be defined as follows:

1. Injuries sustained from violent acts of persons apprehended, arrested or detained.
2. Injuries incurred during the official operation of a police motor vehicle in emergency situations.
3. Injuries sustained while standing in a roadway directing traffic, provided the Officer has not unreasonably neglected to wear safety equipment provided the Officer when available.
4. Injuries sustained while actively engaged in suppressing riots, insurrections and similar civil disturbances.
5. When the Officer is exposed to extra hazardous condition which contribute to the injury, as determined by a committee made up of the Chairman of the City Council, City Manager, Chief of Police, and an elected representative from the employees of the Police Department.
6. During the period of this contract, the City will provide Hepatitis Inoculations for all Officers. The City will determine the process, procedure, and timing for these inoculations.

ARTICLE 19- CLOTHING

- A. The City agrees that all employees covered by this Agreement shall be provided, at no cost to the employee, all uniforms, shoes, and other equipment which it deems necessary for the regular performance of the employee's duties. The City shall provide and pay for the cleaning of uniforms.
- B. Plainclothes personnel shall receive from the City an allowance of six (\$600) per year.

- C. Before new uniforms or clothing is issued, the employee must bring the item being replaced to the person designated by the Chief of Police.

ARTICLE 20 - PROBATIONARY PERIOD - RESPONSE TIME

- A. All appointments shall in the first instance be made for a probationary period of twelve (12) months, employees shall work under the provisions of this Agreement within which time they may be dismissed without protest by the Union. All appointees employed after said probationary period shall be placed on the seniority list as regular employees, with the right to available work for which they can qualify.
- B. Prior to the end of their probationary period, all Police Department employees' primary residences must be within a response time of thirty (30) minutes to place of duty, traveling at the posted speed limit(s) under normal weather conditions. Any employee promoted into the unit shall be required to continue to meet their current response time provision that existed on the day before their promotion,

ARTICLE 21 - GRIEVANCE PROCEDURE

A. Definitions

1. Grievance - A grievance is a dispute over the interpretation or application of this Agreement.
2. Grievant - The Union or an employee represented by the Union.
3. Days - Days shall mean work days excluding legal holidays and weekends.

B. General Provisions

1. All grievances shall specify the nature of the grievance, Article(s) of the contract violated, name of the grievant(s), the Union representative, the facts of the matter, the date of the occurrence or first reasonable knowledge of the grievance, the signature of the grievant(s), and the remedy sought.
2. Nothing contained in this Article shall limit the rights of employees as specified in 26 M.R.S.A 961-974.

C. Step I - Chief

1. The shop steward must present a grievance in writing to the Chief within ten (10) days of the occurrence or first reasonable knowledge of the event(s) that gave rise to the grievance.
2. Within three (3) days of receipt of the written grievance, the Chief will meet with the shop steward to discuss written grievance.
3. The Chief will respond to the grievance in writing within five (5) days of the meeting.

D. Step II - City Manager

1. If the grievance is not resolved at Step I, the Union Business Representative may, within five (5) days of receipt of the written answer appeal the grievance to the city manager.
2. Within five (5) days of a meeting between the City Manager and the Union Representative, the City Manager will respond to the grievance in writing.

E. Arbitration

1. If the Union is not satisfied with the outcome of the Step II response, the Union may, by giving written notice to the city manager within five (5) days of the receipt of his written answer, submit the grievance to the Maine State Board of Arbitration for the disposition in accordance with their procedure. The arbitrator's decision will be final and binding and in writing, and will set forth his findings of facts, reasoning and conclusions on the issues as submitted by the parties. All costs for the arbitrator shall be shared equally by the City and the Union.
2. The time limits herein may be extended by mutual agreement and must be done in writing.
3. The City will provide to the Union access to appropriate documents in investigating the grievance.

ARTICLE 22 - SAVINGS CLAUSE

If any provisions of the Agreement shall be contrary to any laws or City Ordinance, such invalidity shall not affect the validity of the remaining provisions.

ARTICLE 23 - DISCIPLINARY PROCEDURE

- A. The City shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of an employee, the City shall provide written reasons within five (5) working days excluding Saturday, Sunday, and Holidays of the disciplinary action, with a copy mailed to the Local Union office.
- B. Any employee discharged must be paid in full for all wages owed him by the City, including earned vacation pay.
- C. Notice of appeal from discharge or suspension must be made to the City in writing within ten (10) days from the date of receipt of the notice of discharge or suspension.
- D. A violation of these procedures by the City will not nullify any disciplinary action taken against an employee.

ARTICLE 24 - BULLETIN BOARDS

The City agrees to provide suitable space for, and maintain a bulletin board in the police station. The Union shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins.

ARTICLE 25 - DEPUTY POLICE CHIEF

1. The City will create a new position of Deputy Chief that will be normally scheduled on a day time schedule consisting of four (4) ten (10) hour days.
- 2.. The position will be eligible for overtime for any open shifts and outside assignments, subject to the current rotation system used. The overtime rate will be equal to the senior Sergeants' overtime rate. Beginning January 1, 2016, the overtime rate shall be calculated on the Deputy Chiefs actual pay, at time and one-half (1 1/2).
3. The position will not be eligible for overtime for any other time except to cover open shifts or parts thereof and for outside assignments.
4. The position will be allowed compensating time off for those additional hours, consistent with the practices allowed for all non-union salaried department level employees, subject to approval by the Police Chief and/or City Manager. All comp time for this position has no cash value at any time. Further, there is no formula regarding comp time and there should be no expectation that a single hour of additional work beyond the scheduled time shall result in additional time off.

ARTICLE 26 - HEPATITIS B INOCULATION

The City will make available the Hepatitis B inoculation for all employees covered by this Agreement employed with the City during this contract period. The City will determine the process, procedure and timing.

ARTICLE 27 - DEATH OF AN EMPLOYEE

Separation shall be effective as of the date of death of the employee. Any wages, stipend or other allowance due the employee as of their date of death, shall be paid to the estate of the employee.

Accrued vacation due the deceased employee shall be paid to the beneficiary designated in writing by the employee and on file with the Personnel Director. All of the deceased employee's accrued sick leave (in no case to exceed the maximum accrual) at time of death shall be paid to the beneficiary designated in writing by the employee and on file with the Personnel Director.

ARTICLE 28 - TEMPORARY EMPLOYEES

The City may hire temporary employees for positions covered in this Agreement to fill absences due to regular Union employee's medical disability or other reasonable circumstances, when the City believes it to be in the best interest to hold the position open and has reason to believe the regular employee will attempt to return to his/her position.

A temporary employee's date of hire will be the first day he/she starts employment with the City. The date of hire will not change if the employee moves from a temporary position to a regular position in the same classification, providing there is no break in service prior to six (6) months of continuous employment due to a layoff or of the employee's own accord.

A temporary employee will be paid the prevailing rate and be entitled to holiday pay as outlined in this Agreement. The date of hire will be used for purposes of any step increases and for determination of vacation earnings at the appropriate years. At the end of six (6) months from the date of hire, sick leave will begin to be earned health insurance and disability insurance will be made available, as provided in this Agreement. Eligibility for clothing allowance will be effective after six (6) months of employment and paid at appropriate intervals, if applicable. The employee will be covered by all provisions of the Agreement after six (6) months of continuous employment.

Service time as a temporary employee will count towards the probation period as outlined in this Agreement.

ARTICLE 29-EDUCATIONAL INCENTIVE

The City shall reimburse covered employees for college tuition classes for individual classes from accredited college institutions. To be eligible for reimbursement the course must be directly related to employment, a degree in law enforcement or related field, i.e. criminal justice, behavioral sciences or a degree major in sociology or psychology, or part of an employee's approved degree course work by the institution. To be eligible for reimbursement the course must be approved by the Chief of Police in advance and a minimum of a grade "C" earned in the course.

ARTICLE 30 - DEMOCRATIC REPUBLICAN INDEPENDENT VOTER EDUCATION (DRIVE)

The employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contribution to DRIVE. DRIVE shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The employer shall transmit to DRIVE national headquarters on a monthly basis, in one (1) check the total amount deducted along with the name

Of each employee on whose behalf a deduction is made, the employee's social security number, and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the employer annually for the employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

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

ARTICLE 31 - TERM OF AGREEMENT


This Agreement shall govern the rights of the parties from January 1, 2021, until and including December 31, 2023. It shall be automatically renewed for succeeding two (2) year periods unless either party shall notify the other in writing of its intention to renegotiate at least sixty (60) days from December 31, 2023, or within sixty (60) days prior to December 30 in any succeeding year; and at least one hundred twenty (120) days before December 30, aforesaid, if wages, rates of pay or any other matter requiring appropriating of money by the City are to be negotiated. Negotiations pursuant to such notification shall commence promptly, except if working conditions are changed during this contract or additional benefits provided to non-union employees shall be negotiated.

This Agreement may be amended at any time by mutual consent.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this

day of
1/4/21
to be effective as of

Teamsters Local 340



Lorne Smith, Secretary-Treasurer

City of Presque Isle



Martin Puckett, City Manager



Brett Miller, President

Sidebar Agreement

between the City of Presque Isle and


Teamsters Local #340

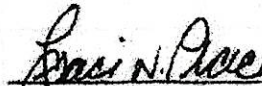
1. Notwithstanding any contrary language within the current labor contract between the parties, the parties agree to modify the agreement, effective July 1, 2014, regarding reduced membership to UMPI's Gentile Hall for all employees and their immediate families, as follows:

- the city is going to pay UMPI \$2,500 for a half year as a set rate (the majority of funds are coming from our wellness grant from MMA)
- any employee may sign up for a cost of \$5.00 per week, which we will use payroll deduction to pay
- for no additional cost, all immediate family members are eligible to receive a membership as well
- immediate family is defined as any individuals that are eligible to be covered by the City's Health Insurance, regardless if they opt to take the coverage
- we are going to run the program for 6 months as a trial to determine how effective it is

2. This agreement will not be precedent setting and shall not be used by any party in any fashion to demonstrate past practice or in any future dispute or for any other purposes other than the enforcement of this agreement.

Agreed to this 30th day of June, 2014


James Barnett, City Manager
For the City of Presque Isle, Maine


Traci Place, Business Agent
Teamsters #340