

# **AGREEMENT**

**BY AND BETWEEN THE**

**CITY OF PRESQUE ISLE**

**AND THE**



**NEW ENGLAND POLICE  
BENEVOLENT ASSOCIATION, Inc.**

**LOCAL 602**

Effective January 1, 2024  
Expires December 31, 2026

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**THIS AGREEMENT**, entered into January 31, 2024, by and between the City of Presque Isle, hereinafter referred to as "City" and the New England Police Benevolent Association, Inc., 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 Police Officers, Detectives, and Police Dispatchers 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**

1. 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.
2. This Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of employees in the Bargaining Unit. Accordingly, it is fair that each employee in the unit pay his/her own way and assumes his/her fair share of the obligations along with the grant of equal benefits contained in this Agreement. In this regard, employees may elect to accept the provisions of either Section 1 or 2 below.

### **A. 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. Fair Share Fees**

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

3. Check Off

- A. Any employee choosing either option of membership in the Union 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 of the Agreement or the day thereafter the employee becomes covered by the Agreement.
- B. 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**

- 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. 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.
- 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.
- 3. The City may fill open Dispatcher shifts with an on duty sworn Police Officer. If the City chooses not to fill the open Dispatcher shift with an on duty sworn Police Officer, it shall first offer the open Dispatcher shift to full time Dispatchers, then to part time Dispatchers or sworn Police Officers.

**ARTICLE. 5. STRIKES AND SLOWDOWNS PROHIBITED**

- 1. 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.
- 2. 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 suspension or discharge deemed necessary by the City. In consideration of no-strike pledge by the Union and employees, the City shall not lockout employees for the duration of this Agreement. Neither

the violation of any provision of this Agreement not 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**

1. 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 grievances 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.
2. Exceptions to the above limitations would be for contract negotiation.
3. 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.
4. 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**

1. 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.
2. 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.
3. No new employees shall be hired until all employees on lay off 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 days of the recall notice.
4. 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.

## **ARTICLE. 8. DUTIES OF EMPLOYEES**

1. 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 a 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.
2. 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.
3. All Patrol employees must pass FTO to maintain employment.

## **ARTICLE. 9. HOURS OF WORK**

### **1. Hours of Work**

- A. The parties agree to a regular workweek for employees shall average forty (40) hours per week when averaged over the allowable period using the 207(k) public safety exemption of the FLSA requirement. Part-time Dispatchers may work less than the regular work week as described in this section. The City reserves the right to change the work schedule with the forty (40) hours average work week. The workday shall be the normal scheduled hours for each employee, either eight (8), or twelve (12) 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.

### **2. Cancellation of Scheduled Days Off Due to An Emergency**

- A. If scheduled days off are cancelled due to an emergency with less than a ten (10) day notice, the employee can receive one and one-half (1½) the hourly rate for hours worked or compensatory time at the rate of one and one-half (1 ½) the hours worked. Compensatory time off shall be taken at a mutually agreed upon time between the employee and the Chief of Police.

### **3. Dispatchers**

- A. Full-time dispatcher's normal work week shall be approximately forty (40) hours by also utilizing the FLSA 207(k) exception. The hours of the workday shall be consecutive. Dispatchers of the Police Department have no scheduled meal hours and are to take their meal at a time which causes the least interference with their duties. All Dispatch personnel shall work an approved schedule as directed by the Chief of Police.
- B. Dispatchers shall be assigned annually to shifts bid on the basis of seniority subject to the right of the Chief of Police or his or her designee, at his or her sole discretion and upon

ten (10) calendar days' notice except in cases of emergency, to temporarily reassign operators based on the Department's staffing and training needs, provided that when there is need for such reassignment, the Chief shall consider any volunteers for the position to be filled, taking into account the overall staffing needs of the Department.

4. Except in an emergency, employees shall not be scheduled or allowed to work (regular shifts and/or overtime and/or details) more than eighteen (18) consecutive hours. No employee shall be required to work an extra shift, which would result in exceeding the eighteen (18) hour limit, unless every reasonable effort has been made to fill the vacancy for that shift.

## **ARTICLE. 10. WAGES - OVERTIME**

### **1. Wages**

A. The employees shall be paid in accordance with the Pay Plan, a copy of which is attached hereto, marked Appendix "A" and made a part hereof.

B. The City shall be allowed to place new employees, based on experience and other factors, in any step on the proposed pay scale.

C. Three percent (3%) wage increase each year, (2024 – 2026) to the pay scale effective the first pay period in January 2024, as shown on the pay grid (Appendix A) for all steps, Non-Academy through Step I and an additional one percent (1%) longevity increase each year (2024 – 2026) for the pay scales for Step E through Step I effective the first pay period in January 2024, as shown on the pay grid (Appendix A)..

i. Non-academy graduates shall be paid according to the pay grid; step A shall be academy grads up to 18 months. Step B at beginning of 2<sup>nd</sup> year, Step C at 3 years, Step D at 5 years, Step E at 8 years, Step F at 12 years, all remaining steps will follow the plan. Adjustments are done during the first pay period of the year that the employee achieves an appropriate anniversary, except for the academy graduation and the 18-month period, which shall be at the time of event

ii. Dispatchers shall be paid ten (10%) percent below the patrol pay. The City shall determine the appropriate pay during the probation period.

iii. Corporals shall be paid ten (10%) percent above the patrol pay scale.

iv. Detectives shall be paid five (5%) percent above the patrol pay scale.

D. Payroll will remain on a weekly basis and not be changed to biweekly pay.

### **2. Overtime Compensation**

- A. 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 (1½) 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 weeks work, and that a monetary rate of one and one-half (1½) 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 twelve

(8 or 12) hours.

- B. Full-time Dispatchers who may work an average forty-two (42) hour week schedule will receive overtime after eight (8) or twelve (12) hours, whichever is applicable, except that anyone called into work on a regular scheduled day off will be compensated at a rate of one and one-half (1½) times the regular hourly rate, except for court time.
- C. Mandatory department meetings will be paid as overtime rate for actual time of meeting.
- D. Overtime assignments will be assigned in a manner that is fair to all eligible employees. Notice of an available assignment will be done in a way where all employees on/ off, days/nights can be notified and given equal opportunity to apply. The on-duty crew will be given first refusal if the overtime is an extension before or after their shift. Overtime will be allotted via electronic device.

## **ARTICLE 11 - SPECIAL DUTY**

### **1. Special Duties**

- A. The City agrees that 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. Examples of outside assignments would include, but not limited to, dances, games, conventions and or private functions. Employees who work on any outside function that will be paid for by local property taxes (city, city project, school) shall be paid at a rate of one and one-half (1½) times their base hourly rate with a guaranteed minimum of not less than four (4) hours for each assignment. Employees who work on any outside private functions not paid by for by local property taxes (city, city project, school) shall be paid at a rate of fifty dollars (\$50.00) per hour with a guaranteed minimum of not less than four (4) hours for each assignment.
- B. Payment thereof to be made by the City and recoverable from the sponsor(s).
- C. Special Duty assignments will be assigned in a manner that is fair to all eligible employees. Notice of an available assignment will be done in a way where all employees on/ off, days/nights can be notified and given equal opportunity to apply. Special Duty will be allotted via electronic device.

### **2. Court Time**

- A. 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 (1½) 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.

**B. Method of Payment**

1. 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 (1½) 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.
2. 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 hours pay at a rate of one and one-half (1½) 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**

**1. Holiday Pay**

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

- |                            |                        |
|----------------------------|------------------------|
| New Year's Day             | Indigenous Peoples Day |
| Martin Luther King Jr. Day | Veterans Day           |
| Presidents Day             | Thanksgiving Day       |
| Memorial Day               | Day after Thanksgiving |
| Independence Day           | Christmas Day          |
| Labor Day                  |                        |

B. One (1) Personal Day shall be added to the employee's accrued holiday time on January 1<sup>st</sup> of each year.

C. An employee who is called into 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.

D. 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.

E. 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.

## **2. Vacation**

- A. All permanent employees who have continuous service of more than twenty-six (26) weeks of service and less than one (1) year of service with the Presque Isle Police Department shall be entitled to a vacation with pay of twenty-four (24) hours during that calendar year.
- B. All permanent employees who have continuous service of more than one (1) year 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.
- C. 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 and twenty (120) hours during each calendar year.
- D. All employees who have completed fifteen (15) years of continuous service with the Presque Isle Police Department shall be entitled to a vacation of one hundred and sixty (160) hours during each calendar year.
- E. All employees who have completed twenty (20) years of continuous service with the Presque Isle Police Department shall be entitled to a vacation of two hundred (200) hours during each calendar year.
- F. Entitlement to vacation under this section shall be determined monthly after the first-year anniversary date of hire of the employee.
- G. Vacations shall be granted according to rank and then according to seniority in the department.
- H. In the event of dismissal of an employee for cause, or if an employee voluntarily leaves their 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.
- I. 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
  - J. 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 this last day of actual work.
  - K. An employee may accrue no more than three hundred and twenty (320) hours.
- L. The City agrees that each employee may take earned vacation accruals any way the employee requests with the approval of the Chief.
- M. Vacation and holiday requests will be considered for approval on a first come, first served basis. Where multiple requests are made for the same vacation period and it is not possible to grant all of the employees' time off, requests shall be resolved on the basis of seniority. Vacation and holiday requests will not be unreasonably denied, provided any overtime required to fill a

shift shortage caused by the vacation or holiday time is less than or equal to fifty percent (50%) of the total vacation or holiday time requested. Vacation and holiday time must be approved by the Chief's designee(s) to ensure proper coverage and said approval (or non-approval) shall be given to the employee within five (5) days following the vacation/holiday request. Individual Vacation days may be used.

### **ARTICLE. 13. CALL BACK AND ACTING SUPERVISOR**

#### **1. Call Back Time**

- A. 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 ½) times the rate of pay.

#### **2. Acting Supervisor**

- A. When a Sergeant is on a regular day off, vacation, sick day or for any other leave or reason that he/she is not present for duty, the Officer assigned by the Chief or his designee for the responsibility for supervising the shift shall be paid Two Dollars (\$2) per hour for all hours worked as acting supervisor. The City agrees to appoint an acting supervisor on a vacant shift when there is no command Officer or Sergeant present to supervise the shift.

### **ARTICLE. 14. INSURANCE**

#### **1. Health Insurance**

- A. 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.
- B. The City agrees to provide medical coverage with the Maine Municipal Employees Health Trust PPO 1500 Plan. The Union recognizes, without protest, that the administrator 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.
- C. The City's contribution will be as follows: Employee - 80% and 70% of Dependent Cost of health insurance
- D. Employees who work between thirty to forty (30-40) hours per week shall be eligible to receive a prorated City contribution based on a forty (40) hour week.
- E. 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.
- F. 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.

## 2. Health Insurance Stipend

A. 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 pro-rated 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.

B. 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

### 3. 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.

4. The City will provide a HRA to cover all deductive cost in excess of \$400 for single and \$800 for family. The City will no longer be able to provide contributions to Section flex spending plans per IRS regulations, however, employees, may contribute themselves and are encouraged to. Weekly premiums shall be 20% of premium for single coverage (with the City paying (80%) and 30% for other coverages (with the City 70%).

### 5. New England P.B.A. Health & Welfare Trust

A. The City agrees to have a payroll deduction for the New England PBA Health & Welfare Trust Fund, which shall provide additional benefits to those covered under this agreement, including additional dental and vision benefits. The Trust is a fund administered by the New England PBA and is a joint labor and management managed fund. The Board of Trustees shall determine in their discretion and within the terms of the Declaration of Trust such Health & Welfare fund benefits to the employees covered under this agreement and their families. The deductions sent by the employer to the New England PBA Health & Welfare Trust Fund shall not be used for any other purpose other than to provide Health & Welfare Benefits.

B. The City of Presque Isle shall not be held liable for any loss as a result of the New England Dental & Vision Trust and shall be indemnified as a result of any litigation with respect to this section. The City of Presque Isle does not bear any fiduciary responsibility with respect to this section and the sole burden of responsibility is with the UNION and its exclusive bargaining agent, the New England PBA.

## ARTICLE. 15. PENSION

### 4. Retirement Plan

The new retirement plan consists of three components.

A. Social Security - Will be deducted according to MePers guidelines and employee eligibility.

B. 401(a) Money Purchase Plan - For employees that do not select MePers, 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).

The City will contribute seven percent (7%) of gross wages for all regular employees who meet the eligibility requirements. Nine percent (9%) 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).

- C. 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.

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 three percent (3%) of the employee's gross wages. Employees hired after July 5, 2015 shall be required to pay three (3%) percent as a match to receive the contribution and will be placed on a ten (10) year vesting period (10% per year). Should a new hire occur prior to January 2016, they will only receive the same amount as current employees (still required the 3% match).

1. The Plan Document provides more detail of investment options that the employee may choose and further explains eligibility requirements. Eligibility requires one year defined as 1,000 hours. Entry is on the first day of the calendar quarter following completion of the eligibility requirements.

2. Vesting Schedule:

<u>Years of Service</u>	<u>Vesting Percent</u>
After 1 year of service	10%
After 2 years of service	20%
After 3 years of service	30%
After 4 years of service	40%
After 5 years of service	50%
After 6 years of service	60%
After 7 years of service	70%
After 8 years of service	80%
After 9 years of service	90%
After 10 years of service	100%

2. All payments made on behalf of the 401A shall be paid on a monthly basis and 457 shall be paid annually and credited appropriately in the employee's account.

**B. Maine State Retirement**

1. Patrol and Dispatch employees are eligible for MePers Special Plan 3C, based upon eligibility.

## ARTICLE. 16. LEAVE OF ABSENCE

### 1. Sick leave

- A. 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 eight (8) hours.
- B. After ten (10) years of service each employee shall be eligible to accrue twelve (12) hours. Eight (8) hours shall be credited to each employee's sick leave accumulation after each six (6) months of work.
- C. Sick leave for members of the Presque Isle Police Department may only be used in the following cases:
  1. Personal illness or physical incapacity of such degree as to render the employee unable to perform the duties of his/her 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 Police Chief 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 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 immediate family.
  2. Attendance upon members of the family within the household of the employee, children of the employee, not living in the household, or employee's parents, when their illness requires care by such employee not to exceed two hundred and eighty- eight (288) hours per year.
  3. Absences for a fraction or part of a day that are chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one-half (1/2) hour increments and will be charged to accrued sick leave in direct proportion to the regular workday absence.
  4. 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.
  5. 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.
- D. Annually, beginning in 2014, the City shall contribute to a Retirement Health Savings (RHS) administered by ICMARC on behalf of the unit members. The contributions shall be made in the following manner and based on the following formulas:

1. The city will determine the accumulated sick leave balance for each unit member based on September 1 of each year.
  2. For members that have less than 240 hours on the book, there will be no contribution and no loss of accumulation.
  3. For members that have more than 240 hours but not more than 480 hours, there will be fifty (50) hours of reduction in the accumulated leave and corresponded contribution into the members RHA account according to the formulas.
  4. For members that have more than 480 hours but not more than 720 hours, there will be one hundred (100) hours of reduction in the accumulated leave and corresponded contribution into the members RHA account according to the formulas.
  5. For members that have more than 720 hours, there will be one hundred fifty (150) hours of reduction in the accumulated leave and corresponded contribution into the members RHA account according to the formulas.
  6. The City will deposit on or before February 15 of the next year, the appropriate amount of the contributions to the member's account.
- E. The amount deposited will be based on the unit member's hourly rate (at the time of donation) times the number of hours, which is multiplied by a factor of seventy five percent (75%).

## **2. Bereavement Leave**

- A. In the event of the death of the employee's Spouse, Child, Mother, Father, Brother, Sister, Step-Mother, Step-Father, Step-Children, Son-in-Law, Daughter-in-Law, Mother-in-Law, Father-in-Law, Grandmother, Grandfather, or Grandchildren, the employee shall be entitled to up to Thirty Six (36) hours dependent on 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.
- B. 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.
- C. Sixteen (16) or twenty (20) hours dependent on the normal workday may be utilized after the one (1) bereavement is used, but it will be chargeable to sick leave.

## **3. Sick Day Reward Program**

Sick day reward will be granted effective January 1, 2018, according to the following schedule:

- A. One (1) day of pay for each 6 months of zero days of use of a sick day during a calendar year, up to a maximum of two (2) days per year.
- B. Sick day reward days shall be paid out as accrued.
- C. It is the employee's responsibility to report accrual. Time not reported within 12 months

will be forfeited.

### **ARTICLE. 17. UNUSED SICK LEAVE**

1. 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 401(a) Money Purchase Plan, at the time of leaving active service with the City, and who has a minimum service of 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 days of unused sick leave which he/ she has accumulated, to a maximum of four hundred and eighty (480) or six hundred (600) hours dependent 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.

### **ARTICLE. 18. EXTRA HAZARDOUS INJURIES**

1. 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.
2. Absence because of such injuries shall not be charged to accumulated sick leave. Extra hazardous injuries shall be defined as follows:
  - A. Injuries sustained from violent acts of persons apprehended, arrested or detained.
  - B. Injuries incurred during the official operation of a police motor vehicle in emergency situations.
  - C. 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.
  - D. Injuries sustained while actively engaged in suppressing riots, insurrections and similar civil disturbances.
  - E. When the Officer is exposed to extra hazardous conditions, 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.

### **ARTICLE. 19. CLOTHING**

1. 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 and once per year dry cleaning for clothes worn at court appearances.

2. Plain-clothes personnel shall receive from the City an allowance of six hundred (\$600) per year.
3. Before new uniforms or clothing is issued, the employee must bring the item being replaced to the person designated by the Police Chief.

## **ARTICLE. 20. PROBATIONARY PERIOD - RESPONSE TIME**

1. All appointments shall in the first instance be made for a probationary period of twelve (12) months; except all patrol personnel shall complete an employment probationary period that lasts for one year after graduation from the academy or the date the board waives the basic training requirement. All 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.
2. 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.

## **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 workdays 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 1 - Chief**

1. The NEPBA Local 602 President 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

NEPBA Local 602 President to discuss written grievance.

3. The Chief will respond to the grievance in writing within five (5) days of the meeting

#### **D. Step 2 - City Manager**

1. If the grievance is not resolved at Step 1, 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 2 response, the Union may, by giving written notice to the City Manager within (5) days of receipt of this 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. The City and the Union shall share all costs for the Arbitrator equally.
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**

1. 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**

1. 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.
2. Any employee discharged must be paid in full for all wages owed him by the City, including earned vacation pay.
3. 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.
4. A violation of these procedures by the City will not nullify any disciplinary action taken against an employee.

## **ARTICLE. 24. BULLETIN BOARDS**

1. 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. HEPATITIS B INOCULATION**

1. 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. 26. EDUCATIONAL INCENTIVE**

1. The City shall reimburse covered employees for college tuition for individual courses from accredited college institutions, up to a maximum of two thousand dollars (\$2,000.00) per calendar year per person.
2. To be eligible for reimbursement the course must be directly related (or required for degree) 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.
3. 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. 27. DEATH OF AN EMPLOYEE**

1. Any wages, stipend or other allowance due the employee as of their date of death, shall be paid to the estate of the employee.
2. 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.
3. The entire 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 EMPLOYEE**

1. The City may hire temporary employees for positions covered in this Agreement to fill absences due to regular Union employees 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.
2. 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 months of continuous employment due to a layoff or of the employee's own accord.

3. 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 months from the date of hire, sick leave will begin to be earned and health insurance and disability insurance will be made available, as provided in this Agreement. Eligibility for clothing allowance will be effective after six months of employment and paid at appropriate intervals, if applicable. The employee will be covered by all provisions of the Agreement after six months of continuous employment.
4. Service time as a temporary employee will count towards the probation period as outlined in this Agreement.

## **ARTICLE 29. LABOR MANAGEMENT COMMITTEE**

1. The parties to this Agreement hereby express their joint intention, through the provisions of this Article, to seek to continue their harmonious relations; to promote mutual cooperation and understanding; to establish and maintain new and effective lines of communication between the parties; to insure the safety and physical well-being of the employees; to resolve problems arising during the administration and implementation of this Agreement; to consider the proper interests of the employees in the conditions under which they perform their duties by giving the employees an effective voice in the development, evolution, and improvement of those conditions, all with the goal of providing the City of Presque Isle with the best, safest, and most efficient public services possible.
2. In order to achieve these ideal ends, the parties recognize the need for establishing and maintaining a conduit for informal, mutual expression and meaningful discussion.
3. THEREFORE, the parties to the Agreement hereby establish the Labor-Management Committee, (herein called "the Committee") which shall consist of at least four (4) members as follows:
  1. The President of the Union or their designee;
  2. One (1) other member of the Union;
  3. The City Manager or his/her designee; and
  4. The Police Chief.
4. The Committee shall meet at mutually convenient times to consult as provided herein, but not less than once every six (6) months or as needed.
5. The parties agree that at least one (1) week prior to the date scheduled for the regular meeting of the Committee described above, the Union and the City will exchange a written agenda of subjects about which they desire to consult. The consultation as nearly as possible will be confined to subjects on the agenda. Where no written agenda is submitted, the meeting shall be canceled.
6. The parties agree that the provisions of this Article will in no way be construed as broadening the scope or application of this Agreement or as requiring collective bargaining negotiations during its life.

## **ARTICLE 30. NEPBA HEALTH & WELFARE TRUST**

1. The employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contribution New England PBA Health & Welfare Trust Fund, which shall provide additional benefits to those covered under this agreement. The Trust is a fund administered by the New England PBA and is a joint labor and management managed fund. The Board of Trustees shall determine in their discretion and within the terms of the Declaration of Trust such Health & Welfare fund benefits to the employees covered under this agreement and their families. The contributions made by the employee to the New England PBA Health & Welfare Trust Fund shall not be used for any other purpose other than to provide Health & Welfare Benefits. (Minimum of 80 percent of membership must join).
2. The City of Presque Isle shall not be held liable for any loss as a result of the New England PBA Trust, and shall be indemnified as a result of any litigation with respect to this section. The City of Presque Isle does not bear any fiduciary responsibility with respect to this section and the sole burden of responsibility is with the UNION and its exclusive bargaining agent, the New England PBA.

## **ARTICLE 31. CELLULAR TELEPHONE**

4. In order to fulfill objectives of the Employer and to properly complete the duties of Article 8 in a timely manner, it is necessary that members of the bargaining unit be available by cellular telephone. The City will provide each member with a department issued cellular telephone with all accessories to include, but not limited to a protective case, charging cords, and cellular data plan.

## **ARTICLE 32. COMPENSATORY TIME OFF**

1. An Employee at their option may elect to accumulate compensatory time off at the rate of time and one half (1½) rather than receive overtime pay for all hours worked outside of the Employees regularly scheduled hours of work. These hours may be carried indefinitely except in the event of a promotion, unused compensatory time must be cashed-out by December 1<sup>st</sup> of the year of the promotion.
2. Effective January 1, 2012; The City agrees, at the beginning of each year, to give each member of the bargaining unit ten (10) hours of compensatory time on the books.
3. An Officer who has requested to use of such compensatory time shall be permitted by the Employer to use such time within a reasonable period after making the request if the use of compensatory time does not unduly disrupt the operations of the Department.

## **ARTICLE 33. PROMOTIONS**

### **Section 1: Promotion defined**

For the purpose of this agreement, a promotion shall be defined as any change in status that

results in an upgrading of salary increments from patrol officer to the rank of corporal or from the rank of corporal to the rank of sergeant.

## Section 2: Eligibility

All requests for promotion received will be reviewed by the Chief of Police to insure the eligibility of the applicant.

A. The exam for the rank of Corporal will be open to all full-time police officers in the bargaining unit who have at least three (3) years as a full-time police officer, with at least two of those years as a full-time Presque Isle Police Officer; and has had no sustained formal discipline within the previous twelve (12) months.

B. The exam for the rank of Sergeant will be open to all full-time police officers in the bargaining unit with at least five (5) years as a fulltime police officer with at least three (3) of those years as a full-time Presque Isle Police Department employee; and has had no sustained formal discipline within the previous twelve (12) months.

If the current staffing of the Presque Isle Police Department is such that an adequate pool of candidates for testing is unavailable due to tenure and/ or law enforcement experience, the Chief of Police may provide relief to eligibility requirements in order to increase the eligibility pool of candidates.

## Section 3: Testing

Any two of the following components may be used in the testing process to determine the ranked eligibility list:

### A. Written Exam (50 points)

Exam criteria: professionally developed law enforcement promotional exam. Questions will be commensurate with the promotional rank sought. The examination will be multiple choice and will be scored by the developer or vendor of the exam

Candidates must score at least 85% on the written exam in order to continue on to the next phase of testing.

Upon completion of the exam the promotional candidates may request to review the test to prepare and submit an appeal. The test shall be maintained by the Human Resources Department and the candidates review shall be done under their supervision. Under no circumstances shall the test be released to any employee. Appeals are to be submitted within five (5) business days.

### B, Verbal Interview (50 points)

The Oral Interview Board shall consist of three impartial members designated by the Chief of Police holding the rank of sergeant or higher. At least one of the members of the board shall come from an outside police department and must hold the rank of sergeant or higher.

The candidate order for the oral interview process will be random. Each candidate will be awarded a score for this phase of testing. Raters will not be provided any previously taken test scores for any of the promotional candidates, each interviewer will independently score each candidate. Candidates score will be based upon the quality of each candidate's interview, the sum of the interviewer's scores for each individual candidate becomes the candidates' interview score.

Points from the following components will be awarded based on a review of the candidate's personnel file:

C. Educational

- |                            |            |
|----------------------------|------------|
| a. Bachelor's degree       | 2.5 points |
| b. Associate's degree      | 2 points   |
| c. 30 College Credit Hours | 1.5 points |
| d. Field Training Officer  | 1 point    |

NOTE: A maximum of 2.5 educational points may be awarded. Educational points will be awarded based on the highest level of achievement and will not be cumulative (i.e. if a candidate has a B.A., an AA Degree and is a Field Training Officer, he will only be awarded a total of 2.5 points). College credit hours must be earned from an Accredited Institution of Higher Learning as listed in the Accredited Institutions of Postsecondary Education, published by the American Council of Education.

D. Law Enforcement Experience

- |                                |            |
|--------------------------------|------------|
| 0 to less than 10 years        | 0 points   |
| 10 years to less than 15 years | 2 points   |
| 15 years to less than 20 years | 2.5 points |
| 20 years or more               | 3.5 points |

**Section 4:** Scores

Educational and law enforcement experience points will be applied upon the completion of the Oral Interview grading phase. The president of the NEPBA or designee shall be present during this final calculation of the candidate's scores.

**Section 5:** Promotional Selection

For each promotional vacancy being filled, the Chief of Police shall select from among the names on the eligibility list as follows:

One Vacancy	Select from Top 3
Two Vacancies	Select from Top 6
Three Vacancies	Select from Top 9

**Section 6:** Study Materials

The City will provide a list of all study guides and related materials at least sixty (60) days prior to administering any promotion examinations.

**Section 7:** Promotional List

The final list will remain in existence for two (2) years. The order of the candidates by composite score will not change except to reevaluate points in the event the candidate received a degree.

In the event of an overall failure to qualify the minimum number of candidates for the positions available, and at the discretion of the Chief of Police, the department may either re-test employees or solicit qualified candidates from outside the department.

Officers have the right to refuse any promotion.

**Section 8:** Probationary Period

Newly promoted employees shall be required to serve a twelve (12) month probationary period from the effective date of their promotion.

**ARTICLE 34. VEHICLE**

The Chief of Police will develop a policy that will determine the usage of the vehicles prior to the signing of the contract. Access to all vehicles will be made available 24 hours a day to the Police Department if needed in an emergency at the discretion of the Chief of Police, Deputy Chief, or Sergeants.

Those Officers who get an assigned vehicle and live outside the City of Presque Isle

agree to the concessions of paying \$5.00 per week to the City for the wear on the vehicles. Each Officer will be required to sign on the air while en route to their assigned shift. In the event an Officer initiates a call or is requested to respond to a call during their commute to the station the Officer is not subject to the overtime as described in this agreement for up to 30 minutes prior to the start of their shift.

In the event an Officer initiates a call for service on their way home the officer is not subject to the overtime as described in this agreement for up to 30 minutes.

**ARTICLE 35. TERM OF AGREEMENT**

This Agreement shall govern the rights of the parties from January 1, 2024, until and including December 31, 2026. It shall be automatically renewed for succeeding one (1) year period unless either party shall notify the other in writing of its intention to renegotiate at least sixty (60) days from December 31, 2026, or within sixty (60) days prior to December 31st in any succeeding year; and at least one hundred twenty (120) days before June 30th, as 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 negotiable. This agreement shall remain in full force and effect until a new agreement is signed by the parties herein.

**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 \_\_\_\_\_, 2024, to be effective as of January 1, 2024.

**NEW ENGLAND P.B.A. LOCAL 602:**

**CITY OF PRESQUE ISLE:**

\_\_\_\_\_  
Tyler Seeley, President

\_\_\_\_\_  
Tyler Brown, City Manager

\_\_\_\_\_  
Amos Ward, Vice-President

\_\_\_\_\_  
Samuel J. Fuller, Secretary/ Treasurer

# Appendix A

## New Pay Scale (Revised effective January 1, 2024) PRESQUE ISLE POLICE DEPARTMENT

	3% COLA					4% COLA				
<b>2024</b>	Non-Academy	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
			2 Years	3 Years	5 Years	8 Years	12 Years	17 Years	20 Years	25 Years
Dispatch		\$25.55	\$26.74	\$27.24	\$27.58	\$28.24	\$29.19	\$29.91	\$30.66	\$31.37
Patrol	\$26.17	\$27.67	\$29.00	\$29.56	\$29.94	\$30.66	\$31.71	\$32.52	\$33.32	\$34.14
Detective		-	\$30.14	\$30.71	\$31.12	\$31.86	\$32.98	\$33.82	\$34.70	\$35.54
Corporal		-	\$31.28	\$31.88	\$32.30	\$33.09	\$34.24	\$35.14	\$36.04	\$36.93
	3% COLA					4% COLA				
<b>2025</b>	Non-Academy	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
			2 Years	3 Years	5 Years	8 Years	12 Years	17 Years	20 Years	25 Years
Dispatch		\$26.32	\$27.54	\$28.06	\$28.40	\$29.37	\$30.35	\$31.11	\$31.88	\$32.63
Patrol	\$26.96	\$28.50	\$29.87	\$30.45	\$30.84	\$31.88	\$32.98	\$33.82	\$34.66	\$35.51
Detective		-	\$31.05	\$31.63	\$32.06	\$33.14	\$34.30	\$35.18	\$36.09	\$36.96
Corporal		-	\$32.22	\$32.84	\$33.26	\$34.41	\$35.61	\$36.54	\$37.48	\$38.40
	3% COLA					4% COLA				
<b>2026</b>	Non-Academy	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
			2 Years	3 Years	5 Years	8 Years	12 Years	17 Years	20 Years	25 Years
Dispatch		\$27.11	\$28.37	\$28.90	\$29.26	\$30.54	\$31.57	\$32.35	\$33.16	\$33.93
Patrol	\$27.77	\$29.36	\$30.77	\$31.36	\$31.76	\$33.16	\$34.30	\$35.18	\$36.04	\$36.93
Detective		-	\$31.98	\$32.58	\$33.02	\$34.46	\$35.67	\$36.58	\$37.53	\$38.44
Corporal		-	\$33.19	\$33.83	\$34.26	\$35.79	\$37.03	\$38.00	\$38.98	\$39.94

1. \$1,200 for the Officer who oversees the maintenance of vehicles and radios.

## **Appendix B -Reopener**

During the term of this agreement, if any employee group receives a general cost of living adjustment during the term of this agreement (January 1, 2024 to December 31, 2026) or if a state budget revision occurs that significantly and positively changes the expected amount of state municipal revenue sharing that will be received by the City, then, either of the parties may file written notice to the other party indicated their desire to enact this section of the agreement. Once notice is properly served, the contract expiration date shall change to ninety (90) days from the time of the notice. This section of the contract shall no longer be valid, if not acted on, on December 31, 2026.