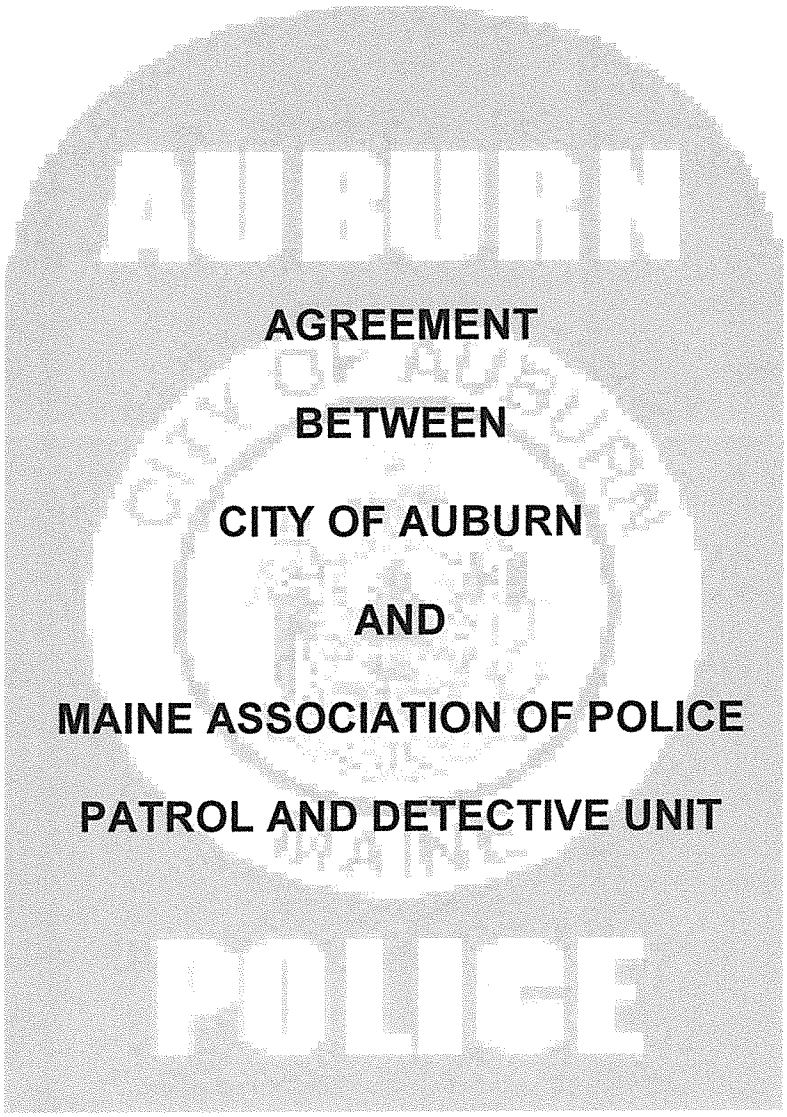

AGREEMENT

BETWEEN

CITY OF AUBURN

AND

MAINE ASSOCIATION OF POLICE

PATROL AND DETECTIVE UNIT

July 1, 2012 – June 30, 2013

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This Agreement is entered into between the City of Auburn, hereinafter referred to as the "City" or "Employer" and Maine Association of Police, hereinafter referred to as the "Union".

ARTICLE 1 - PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, M.R.S.A. 961 — 974 1969 as amended) the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper employee morale and promote effective and efficient operations.

ARTICLE 2 - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for all police officers, excluding supervisory positions, in the Auburn Police Department as referred to by the Maine Labor Relations Board Certification, dated March 4, 1988.

ARTICLE 3 - UNION SECURITY

Section 1 - Membership

Membership in the local Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the local Union. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters.

Section 2 – Union Dues

In accordance with the policy set forth above, all employees who are Union members shall, as a condition of membership, pay to the local Union the local Union's regular and usual initiation fee and its regular and usual dues. For present employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

Section 3 – Union Services

Any present or future employee who is not a Union member, who utilizes Union services for processing grievances shall pay the Union for said services according to the following schedule:

Union Representative.....$100.00/hour
Legal Representative.....$125.00/hour

Any employee who chooses to pay representation fees shall also pay all costs of arbitration including witness fees.

ARTICLE 4 - MANAGEMENT SECURITY/NO STRIKES

Neither the Union, its officers nor agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction or support any strikes, slow downs, or the stoppage of work. In the event that any employee violates this Article, the Union shall verbally notify any such employee within 24 hours (with written confirmation) to cease and desist from such action and shall instruct him/her to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.

ARTICLE 5 - CHECK OFF

The City agrees to cooperate with the Union in facilitating the deduction of the regular monthly Union dues for those employees in the unit who are Union members and who request in writing to have their regular monthly dues checked off. The City will forward all such dues to the Union in a timely manner. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the Department under the provisions of this Article.

ARTICLE 6 - MANAGEMENT RIGHTS

It is recognized that, except as expressly stated herein, the City shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Department in all of its various aspects, including, but not limited to, the rights to direct the working forces; to plan, direct and control all the operations and services of the Department; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities.

ARTICLE 7 - UNION ACTIVITIES

Section 1 - Time off for Union Activities

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or to serve in any capacity or other official Union business, provided two weeks written notice is given to the Employer by the Union specifying length of time off and the reason. The Union agrees that, the City may deny said request if it deemed that said request would cause a disruption of the Employer's operations due to lack of available employees.

Section 2 - No Discrimination because of Union Activities

Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated for his/her acts as such officer of the Union, so long as such acts do not

interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of Union membership or activities.

Section 3 - Access to Premises

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to provided, however, that there is no interruption of the City's working schedule as determined by the Chief of Police.

Section 4 - Bulletin Board

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

Section 5 - Negotiating Team

Members of the negotiating team shall be allowed reasonable time off without loss of benefits to represent the Union on all negotiations with the City concerning the collective bargaining agreement. The President of the Union shall annually provide the Chief with a list of members on the Union Negotiating Team.

ARTICLE 8 - UNION PRESIDENT

Section 1 - Duties

The City recognizes the right of the union to elect a Union President and Alternates. The authority of the Union President and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

a. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
b. The collection of dues when authorized by appropriate local union action;
c. The transmission of such messages and information which shall originate with and are authorized by the local Union or its officers, provided such messages and information have been reduced to writing.

Section 2 - Report

The Union President, or his designee, shall be permitted to investigate, present and process grievances on or off the property of the Employer. The Union President, or designee, shall present to the Police Chief a written monthly report outlining time spent on processing grievances should there be any that month.

ARTICLE 9 - MEMBER'S RIGHTS

Section 1 - Discharge and Suspension

A. Whenever an Officer is called in by a Supervisory Officer for questioning under circumstances where discipline appears to be a possible result, the Officer shall be entitled to union representation, if he/she so desires, in accordance to the provisions of Article 3 -- Union Security and Article 13, Section 6 -- Probationary Period.

B. The employer shall not discipline any employee without just cause. In all cases involving the discharge or suspension of an employee, the Employer within twenty (20) administrative working days of the date that the Employer became aware of, or should have become aware of, the incident warranting the suspension or discharge, notify the employee in writing of discharge or suspension and the reasons thereof. Notification shall also be given to the Union President and a copy mailed to the local Union office within seven (7) calendar days from the time of the discharge or suspension.

C. Any employee discharged or otherwise terminated must be paid in full for all wages owed him by the Employer, including earned vacation pay and prorated educational incentive, and mandatory training due at the next pay period following the date of discharge.

D. An employee wishing to appeal a suspension or discharge shall utilize the grievance procedure set forth in Article 10.

Section 2. Investigation of Police Misconduct

Officers of the Auburn Police Department hold a unique status as public officers, and the security of the City and its citizens depends to a great extent upon the manner in which members of the department perform their many duties. Out of such contacts and relationships with the public, questions may arise concerning the actions of members of the force Such questions may require prompt investigation by superior officers designated by the Chief of Police or other competent authority. The Chief or designee shall investigate all such concerns. Where probable cause is found, the employee will be notified of the investigation and nature of the concern. If diligent efforts to notify the employee fail, then the investigator shall notify a union representative. The employee and the union will also be notified by letter within seven (7) days of the determination of probable cause. Where no probable cause is determined, the investigation will terminate and the record shall not become part of the employee's personnel file.

To insure that such investigations are conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each member of the department, the following rules of procedure are established:

A. To the extent possible, the interrogation will be conducted at a reasonable time taking into consideration the working hours of the officer and the legitimate interests

of the department. The officer conducting the interrogation shall advise the member that an official investigation is being conducted. The investigating officer shall inform the officer of the nature of the alleged conduct which is the subject matter of the interrogation and, unless circumstances warrant anonymity, shall identify the complainant.

If it is known that the officer being interrogated is a witness only, he shall be so informed. An employee shall be afforded forty-eight (48) hours notice, unless an emergency exists or such right is waived, to contact or consult privately with an attorney or other counsel, prior to being interviewed.

B. In any case in which a police officer has been identified as a suspect in a criminal investigation, the interrogation shall be tape-recorded and the tape shall be preserved by the investigating officer until the investigation is completed and all charges dropped or processed to conclusion. At his request, the office or his attorney may listen to, transcribe or copy all or any portion of the tape.

The interrogation shall be conducted with as much confidentiality as possible. The interrogation of an officer suspended for violating department rules and regulations, shall be limited to questions which are related to the member's performance regarding to the alleged violation.

C. If the officer is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be afforded all rights granted under such circumstances to other persons.

D. In all cases in which an officer is interrogated concerning a serious violation of departmental rules and regulations which, if proven, would be likely to result in his removal from the department, and where the same can be accomplished without reasonably delaying or impeding the investigation, he shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his choosing and/or a representative of the Union before being interrogated, and his attorney and/or a representative of the Union may be present during the interrogation but may not participate in the interrogation except to counsel the member.

E. If the officer under the investigation is requested to submit to a polygraph examination, he or she will be furnished a list of questions which will be asked prior to the commencement of the examination. Questions shall be specific in nature and shall pertain to the accusation. If a member is requested to submit to any other type of test, he or she will be advised of the type of test and the member will be afforded an opportunity to obtain a similar independent test, if available. Before an officer is requested to submit to a polygraph examination, the City shall have a written signed accusation of wrong doing against the officer under investigation. Before any accused officer is subjected to a polygraph examination the accuser will be tested first.

F. The investigation will be conducted without unreasonable delay and the member will be advised of the final investigation.

Section 3 - Personnel Files

A. Insofar as permitted by law, all personnel records, including home addresses, telephone numbers, and pictures of members shall be confidential and shall not be released to any person other than officials of the department and other City Officials, except upon a legally authorized subpoena or written consent of the member.

B. Upon request, a member shall have the right to inspect any official personnel record. Inspection shall be during regular business hours and shall be conducted under the supervision of the Department. A member shall have the right to make duplicate copies for his own use. No records in the official personnel file shall be withheld from a member's inspection. A member shall have the right to have added to his official personnel file a written refutation of any material which he considers detrimental.

C. No written reprimand which has not previously been the subject of a hearing shall be placed in a member's official personnel file unless the member is first given the opportunity to see a copy of the reprimand. Within five days thereafter, the member may file a written reply. If the Chief thereafter places the written reprimand in the member's official personnel file, he shall also include the reply.

D. After two years, any officer may request that single incidents be purged from his official personnel file. The request shall be submitted to a three member labor-management committee composed of a Union Representative, the Chief or his representative, and the City Manager or his/her representative. The Committee shall determine whether or not the request should be granted. The decision of the Committee shall be final. Requests for purging may be made only once in a two year period for each individual incident.

E. Incidents of sustained and exonerated sexual harassment shall not be purged from the personnel file. "Exonerated" is defined as acts which did occur but which were justified, lawful and proper. "Sustained" incidents are those in which the investigation disclosed sufficient evidence to clearly prove the allegations made in the complaint.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section 1 – Definition

A grievance shall be defined as any dispute or disagreement raised by an employee against the City involving interpretation or application of the specific provision of this Agreement. All grievances shall be settled in the following manner:

Step 1. The aggrieved employee(s) (with or without the Union President) shall report, in writing, his grievance to the Deputy Chief within five (5) administrative working days of the event which caused the grievance. Deputy Chief shall attempt to resolve or settle the dispute within

five (5) administrative working days of its presentation and shall report his action to the employee. This step may be by-passed with the mutual consent of the grievant, the Union President and the Chief of Police.

Step 2. If the grievance is not settled at Step 1, the employee may present the dispute to the Chief of Police within five (5) administrative working days following the report of the supervisor. The Chief of Police shall attempt to resolve or settle the dispute and shall submit a written report of his action to the employee within five (5) administrative working days of its presentation.

Step 3. If the Chief of Police's action is not satisfactory to the employee, the employee may appeal the case to the City Manager within five (5) administrative working days of the report of the Chief of Police. The Manager shall forthwith consider the appeal and shall reach a decision within ten (10) administrative working days of receipt of the employee's appeal. The failure of the City Manager to respond in writing within the time limits set forth in this step shall be deemed to constitute a denial of the grievance, and such failure to respond shall not bar the employee's right to process the grievance to the next step. Time shall be of the essence in the reporting and appealing of all grievances.

Step 4. In the event that the grievance remains unresolved and the decision of the City Manager is unsatisfactory, the Union may submit any or all of the issues involved to binding arbitration by giving written notice of such intention within seven (7) administrative working days after receiving the decision of the City Manager. If the parties are unable to agree upon an impartial arbitrator within seven (7) administrative working days of the date when notice of intent to proceed with arbitration is given, either party may request the appointment of an arbitrator by the Maine Board of Arbitration and Conciliation, and proceedings shall thereafter be taken in accordance with the rules of the Maine Labor Relations Board. The decision of the Arbitrator shall be final and binding upon all parties.

The Arbitrator shall have no authority to add to, subtract from, or modify any provision of the Agreement or impose on either party hereto a limitation or obligation not explicitly provided for in this Agreement.

Section 2 – Pay Records

The local Union or its authorized representative shall have the right to examine time sheets and any other record pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or records pertaining to a specific grievance. However, it is specifically understood such requests shall be in writing and at a time convenient to the Chief of Police.

Section 3 – Time Limits

The time limits for the processing of grievances may be extended verbally subject to written confirmation of both parties.

Section 4 - Initiation

All grievances shall be initiated no later than four (4) administrative working days after the occurrence of the event giving rise to the grievance; ten (10) administrative working days if economic issues are involved.

Section 5 – City Grievance

Should the City feel aggrieved as the result of the interpretation or application by the Union of any provision in this Agreement, the City may seek adjustment of said grievance in the foregoing manner, except that the procedure may be initiated at Step 4.

ARTICLE 11 - SENIORITY

Section 1 - List

A seniority list shall be established naming all the 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 the governing factor in all matters affecting lay-off and recall and vacation assignments provided all other qualifications are equal. Work assignments shall be made on the basis of seniority except that changes can be made by supervisory personnel to enable officers to remain familiar with all beat assignments. Beat assignments will not be used as disciplinary action, but consistent with the mission and best interest of the Police Department.

Section 2 - Layoff

In the event it becomes necessary for the City to lay off employees for any reason(s), employees shall be laid off in the inverse order of their seniority, by classification. All affected employees shall receive a two (2) calendar week advance notice of layoff and the City shall meet with the affected employees prior to the actual occurrence of layoff. Employees shall be recalled from layoff according to their seniority.

Section 3 - Posting

The seniority list shall be made available to the Union within thirty (30) days after the signing of this 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 12 - WORKWEEK

Section 1 – Work Schedule

Patrol Officers and Detectives shall be employed for a work week averaging forty (40) hours per week. Prior to a change in the work schedule, the City shall meet and consult, but not negotiate, with the Union with respect to a work schedule change and said schedule change shall not be implemented until forty-five (45) days after communicating the work schedule to the Union. However, the work schedule may be altered by the City in the event of an emergency.

Section 2 - Call Back

Employees called back to work shall receive a minimum of three (3) hours pay for the work for which they are called back at time and one half (1 1/2) the straight time hourly rate.

Section 3 - Overtime

Employees may be assigned to overtime work at the discretion of the Employer. Employees shall be required to work overtime unless excused by the Employer. Overtime shall be paid at the rate of time and one half (1 1/2) for all hours exceeding forty (40) hours, the normal work week, but this will not be a factor in computing overtime for that week.

Section 4 - Compensatory Time

Patrol Officers and Detectives may elect, at their option, to accrue compensatory time at the rate of one and one-half hours for each hour of overtime worked.

Patrol officers and Detectives may accumulate up to eighty (80) hours of compensatory time per contract year.

A request to use compensatory time, in excess of five (5) hours, must be made to the Chief or his/her designee forty-eight (48) hours prior to the requested shift off, unless there is an emergency which prevents it. Notwithstanding, requests for use of compensatory time may be approved by the Supervisor in-charge of the shift for which the compensatory time off is requested.

Compensatory time shall be granted at such time and in such time blocks as are mutually agreed upon between the involved employee and his supervisor; permission to utilize compensatory time off shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected and when no replacement is required. Patrol Officers and Detectives will use up all accrued compensatory time before the end of the fiscal year, unless mutually agreed upon by the officer and the Police Chief. Any unused compensatory time shall be paid in the last pay day of the fiscal year at the officer's overtime rate.

ARTICLE 13 - WAGES

Section 1 – Wage Schedule

The members of the bargaining unit will be paid according to the following wage scale for the duration of this contract:

Patrol		Probation	Step 1	Step 2	Step 3
1% 7/1/12 – 12/31/12			1-4 yrs	5-9 yrs	10+ Yrs
	Weekly	$727.38	$785.58	$864.24	$1,015.02
	Hourly	18.1845	19.6395	21.6059	25.3755

1% 1/1/13 – 6/30/13		1-4 yrs	5-9 yrs	10+ Yrs
Weekly	$734.66	$793.43	$872.88	$1,025.17
Hourly	18.3664	19.8358	21.8220	25.6293

Detectives and Corporals receive 5% above current patrol step upon promotion. Employee's step progression is subject to eligibility and performance evaluation.

Section 2 – Lateral Entry

New employees who are currently certified as a Patrol officer and have recently served as a full-time law enforcement officer may be recognized with up to six (6) years of experience. Such employees, at the discretion of the Chief, may be placed on the wage schedule recognizing their years (years rounded to the nearest year) of experience as if they had been with the Auburn Police Department. The Chief shall determine such placement at the time of hire only. Employees with lateral entry for pay purposes shall be eligible for promotion only after completing three (3) consecutive years of service with the City of Auburn Police Department. For the current round of promotions for the four new corporal positions, however, an eligible employee must have five (5) years of consecutive service with the Auburn Police Department.

Section 3 - Educational Incentive Program/ Tuition Reimbursement

100% Tuition Reimbursement Program – Officers will be entitled to the100% of tuition reimbursement for college courses under the following conditions:

- The course is work related, or part of a degree program that is work-related. The Police Chief has the sole discretion to determining whether courses are work-related.
- The officer provides advance notice of his/her intent to take a college course upon request of the Police Chief.
- The officer must complete the course with a grade C or better.
- The maximum tuition payment will be based upon the cost per credit hour of the in-state tuition of the University of Southern Maine
- The officer will participate to the fullest extent possible in education financial aid programs sponsored by the Federal and State Governments and in private scholarship programs.

Educational Incentive Payments in Base Pay – Officers employed as of 3-21-11 had the option of either the 100% tuition reimbursement as described above or educational incentive payments included in their base wages. Officers with an Associate's Degree may receive $.17 added to the base pay; Officers with a non-law enforcement BA/BS degree may have $.20 added into their base pay and Officers with a law enforcement BA/BS Degree may have $.34 added into their base pay. Officers hired after 3/21/11 will be entitled to the 100% tuition reimbursement program only. No new officers will be eligible for educational incentive added to base pay. In addition once an officer opts for the tuition reimbursement program at any time, he/she will no longer be eligible for educational Incentive payments in base pay.

Section 4 - Detective Pay

Effective with the signing of this Contract, detectives are no longer eligible for Detective "on-call" pay nor will Detectives be required to be on "stand by". Detectives will continue to be covered by Section 2 Call Back and Section 3 Overtime in Article 12 Workweek.

Section 5 - Probationary Period

All new employees shall serve a probationary period and shall have no seniority rights during this period. The City shall have the right to terminate or otherwise discipline any probationary police officer for any reason and such termination or discipline shall not be subject to the grievance procedure.

The probationary period for employees who are hired and have completed the M.C.J.A. or who have been re-certified shall be twelve months. These employees shall be hired at the first step of the pay plan subject to Section 2 above.

The probationary period for employees who are hired and have completed equivalent training in another state shall be twelve (12) months from the date that the M.C.J.A. accepts the out-of-state training.

The probationary period for employees who are hired and have not completed the M.C.J.A. or who have not received equivalent training shall be for twelve (12) months after completion of the M.C.J.A.

After successful completion of the probationary period, the time served will be considered in computing seniority.

During the probationary period written evaluations will be prepared at the completion of every three (3) months.

The probationary period may be completed at the end of six (6) months at the discretion of the Chief.

For purposes of pay, anniversary will be determined by start date at the Academy.

Section 6 – Cafeteria Benefit Plan

This section combines the Wellness Account and the Multiple Choice Benefit Plan into one Cafeteria Benefit Plan. The City will contribute for all permanent employees covered by this agreement $800 annually to each Cafeteria Benefit Plan. Employees will contribute a minimum of $150, through payroll deduction, to the Plan. Employees may also contribute during open enrollment an amount equivalent to the cash value of up to four sick leave incentive days to the Plan. Said days will be computed at the employee's current hourly rate x the number of hours in the employee's normal scheduled work shift (excluding overtime).Total contributions, including employee and employer contributions, may not exceed $2,000 annually.

Reimbursements must be in accordance with the rules of the Cafeteria Benefit Plan and

be in compliance with all applicable IRS Regulations.

ARTICLE 14 - IN-SERVICE TRAINING

The Police Chief shall make available to all police officers covered by this Agreement training as required by the MCJA Training Standards. Employees shall be paid one and one-half (1 1/2) times their regular hourly rate of pay for all hours of training received. Officers will be paid for training in the payroll period in which it was earned.

It is the intent to make available to all employees, as best as can be scheduled, an equal number of training hours. Attendance at in-service training will be excused if training is scheduled for the police officers, covered by this agreement, on days off prior to or after their scheduled vacation.

ARTICLE 15 - HOLIDAYS

The following days shall be observed as holidays by all regular employees in the bargaining unit:

New Year's Day	Labor Day
Presidents Day	Columbus Day
Patriot's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Officers shall receive, in addition to regular weekly wages, one fourth (1/4) of his/her weekly wages for each holiday. An officer will receive an additional one half pay of the officer's base hourly rate for any hours actually worked on Thanksgiving and/or Christmas, as long as it is his/her regularly scheduled day. Detectives, at their option, may elect to work or not to work on holidays. If a detective opts not to work a holiday which falls on his/her regularly scheduled day, the detective will receive his/her regular weekly pay, but no additional holiday pay.

Officers shall be entitled to two (2) floating holidays. Officers shall be granted one (1) personal day. Personal days shall be scheduled when no replacement for the officer is required. Personal days shall be taken in one (1) day increments.

ARTICLE 16 - VACATIONS

Section 1 - Accrual

Each employee in the bargaining unit shall be entitled to twelve (12) working days per year of vacation leave with full pay after completion of six (6) months employment. All employees having worked for the City for a period of not less than eight (8) years nor more than seventeen (17) years shall be entitled to sixteen (16) working days each year. At eighteen (18) years an employee shall be entitled to twenty (20) working days of paid vacation leave.

If an employee is in an acting rank capacity that carried a different work schedule, the vacation accrual will reflect the schedule under which he/she worked for the majority of the month.

Vacation leave will be accrued monthly at the end of the month. The month in which employment begins or ends will be counted as a month of service if employment begins before the 16th or ends after the 15th day of the month. Any absence from duty for which sick leave is paid shall not constitute a break in the service record for the accumulation of vacation leave. Unused vacation days may accrue from one year to the next but at no time shall exceed a total accumulation of thirty (30) working days. Accumulated vacation leave, subject to the maximum allowed, shall be paid to an employee upon separation after six (6) months employment or upon death, with no minimum employment, to his or her beneficiary. The payment shall be made in one lump sum. Computation of the value of each hour paid shall be determined by utilizing the straight hours wage.

Scheduling and/or approval of vacation leave shall be the responsibility of the Chief of Police or his/her designee who shall ensure that vacations do not significantly interfere with the work and efficiency of the department. The Police Chief may deny unscheduled vacation requests referenced to one (1) day only that would necessitate replacing officers at overtime rates not withstanding provisions of Article 28 (1d) of this agreement. Provisions shall be made, however, so that no employee forfeits any vacation leave.

Vacation utilization authorized shall not exceed the balance available to the employee by more than one (1) day. With the permission of the Chief of Police an employee may be allowed to "borrow" one day's leave in advance but at no time may an employee "owe" the City more than one (1) vacation day. All overtime will be covered by sworn regular officers pertaining to this article.

ARTICLE 17 - SICK LEAVE

Each employee shall be entitled to paid sick leave which is to be earned at the rate of eight (8) hours or one (1) working day whichever is the greater for each calendar month of service. Unused sick leave may be accumulated to a maximum of one-thousand-two-hundred (1,200) hours or one-hundred-fifty (150) working days whichever is the greater. Sick leave credit will continue to accrue while an employee is on sick leave. Sick leave may also be granted to an employee because of illness of a member of the employee's "immediate family" which is defined as spouse, child or parent. Sick leave will be deducted on an hour for hour basis.

One half (1/2) of the accumulated leave, subject to a maximum of four hundred (400) hours or fifty (50) working days whichever is the greater, shall be paid to an employee upon retirement or pension or to his beneficiary upon death. The City, through appropriate supervisory personnel, may request documentation in cases of suspected single day patterned abuse of sick leave.

For officers who are at the sick leave maximum accumulation, the City will continue to grant one vacation day for every two sick days not used

For an employee not at maximum sick leave accumulation, the employee will be granted one sick leave incentive day, up to a maximum of four days per year if he/she does not use sick leave in the periods listed below.

First sick leave Incentive period starts July 1st and ends September 30th

Second Sick Leave Incentive period starts October 1st and ends December 31st
Third Sick Leave Incentive Period starts January 1st and ends March 31st
Fourth Sick Leave Incentive period starts April 1st and ends June 30th.

For the purposes of this provision, sick leave donated to a catastrophic sick leave bank shall not be interpreted as sick leave use. The officer may either use the sick leave incentive day as a day off, or may elect to contribute up to four sick leave incentive days to the Cafeteria Benefit Plan during annual open enrollment. The value of the wellness account may not exceed the limit noted in Article 20, Section 4. The day may only be taken on a day when the employee does not have to be replaced. During the contract year an employee can elect to convert two (2) sick days (not sick incentive days) into cash value, at current hourly rate of pay, to be applied to the employee wellness account.

Any employee determined by the Employer to be abusing sick leave shall be subject to discipline or discharge. Any individual calling in sick for his/her assigned shift shall not be eligible for an extra or outside job for a period of twenty-four (24) hours after the beginning of the shift for which he/she called in sick. This is not intended to apply to court appearances.

ARTICLE 18 - OTHER LEAVES

Section 1 - Leave of Absence

An employee may be granted a leave of absence without pay by the City Manager on recommendation of the Police Chief with such leave not to exceed one (1) year in length. The granting of the leave shall protect the employee's existing continuous service for the leave period but shall not count as service time for Maine State Retirement, nor shall vacation or sick leave accrue during the absence, nor will the employee receive pay for municipal holidays.

For the purpose of this section, leaves of absence shall be defined as any leave without pay, of more than two (2) weeks in duration, which is for personal reasons of the employee, and which is not occasioned by illness of the employee.

Section 2 - Military Leave

Any members of the bargaining unit who are members of the organized military reserves and who are required to perform field duty, will be granted reserve service time, in addition to normal vacation leave in accordance with Uniformed Services Employment and Re-employment Rights Act (USERRA) as well as all applicable federal and state statutes.

In order for the Chief of Police to accommodate military leave and to provide adequate staffing of the department, the reservist must provide a copy of the written orders as soon as possible after they are received.

For any such period of service leave, the City will pay the difference (if any) between the service pay and the employee's base pay except as hereinafter provided. Pay received shall not exceed base weekly pay.

Section 3 - Jury Duty

An employee will be granted special leave, as required, for jury duty or performance of other civic duty requiring appearance in court or before another public body. The employee shall be paid the difference (if any) in compensation between the amount received from the rendering of such service and his or her regular rate of pay, if the service occurs during a work day.

Section 4 - Funeral Leave

Leave of absence without loss of pay shall be granted the employee for five (5) consecutive working days in the event of the death of a spouse or a child. Up to a maximum of three (3) consecutive working days, plus reasonable travel time, shall be granted to an employee in the event of the death of an immediate family member. Such leave shall commence no later than date of death. Immediate family here shall be defined to include parent, grandparent, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents-in-law, step father, step mother, step brother, step sister, and any other person living in the employee's household. Special leave shall also be granted for the funeral of a fellow employee, with the time granted not to exceed one half (1/2) day. For attendance at a funeral for a relative or friend not included in the category eligible for special leave, an employee shall be allowed to utilize sick leave, but only to the maximum extent of 15 hours per year.

ARTICLE 19 - COURT TIME

Employees covered by this Agreement required to make an off-duty attendance at Court, shall receive a minimum of three (3) hours pay at time and one-half his base hourly rate and time and one-half for all hours exceeding the minimum. An appearance in the a.m., and p.m. for two (2) separate cases will constitute payment for two (2) separate appearances. Any compensation (from other than the City) received by the officers for attendance at any Court or official hearing shall be paid to the City. Any officer on Superior Court standby shall receive the minimum court time payment if not released by 10:00 a.m. For the purposes of this article, employees on paid leave shall be considered to have a work shift of 8:00 am to 4:00 pm

ARTICLE 20 - INSURANCE

Section 1 - Health Insurance Cost Share

The City shall provide health insurance benefits through the Maine Municipal Employees Health Trust or a comparable plan.

The City and the employee shall share in the cost of health insurance. The cost share for annual health insurance premiums will be in accordance with the following schedule:

	City	Employee
July 1, 2012 – June 30, 2013	75%	25%

All employees shall pay a portion of the health insurance premiums in accordance with the schedule outlined in the Health Promotion Program in Exhibit B. In the event that the Health Promotion Program is eliminated, through loss of funding or any other reason, the employee cost share will continue to be 15% of monthly premiums. This cost share shall apply regardless of the level of insurance (individual, individual with children or family). Employees will reimburse their share on a weekly basis through payroll deduction. Employees may elect to have the weekly cost share deducted from their Cafeteria Benefit Plan. Employee cost share shall be adjusted upon notification and billing by the insurance carrier. Employees who certify that they have not and will not smoke or use any tobacco products during the contract year may have their weekly health insurance cost share reduced by $2.00 per week.

Section 2 - Health Insurance Waiver

Any member of the bargaining unit may elect to waive coverage in the City's health insurance plan. Any police officer waiving full coverage or partial coverage for which he/she would otherwise be eligible shall be paid according to the following conditions:

1. Any police officer eligible for full family coverage or single coverage and who elects to waive health insurance coverage shall receive an annual payment equal to the amount of three (3) months of health insurance payments.

2. A police officer who is eligible for a full family plan, but opts to take either a "single parent plan" or a "single plan" shall receive an annual payment equal to three months of the difference in premiums between the plan for which he/she is eligible and the plan which he/she opts to take.

3. Police officers who are married to other City (non-school) employees covered by the health insurance shall be eligible for an amount equal to three (3) months of insurance premiums at the single rate if he/she waives health insurance coverage with the City. The payment will be made to one or the other of the married employees, but not both.

4. The payments in lieu of health insurance shall be based on the premiums in effect the month the premiums are paid.

5. A new police officer who waives health insurance coverage shall not be eligible for the payment in lieu of insurance until he/she has successfully completed the probationary period.

6. If the police officer wishes to be reinstated on the health insurance policy or change his or her coverage from a single or a single parent plan (if he/she would otherwise be eligible for full coverage), he/she may do so as long as he or she follows the

insurance carrier's requirements for evidence of insurability and portability of coverage provisions.

7. If a police officer is reinstated (or covered for the first time) after receiving payment for waiving health insurance coverage, the police officer shall repay the City the balance of the payment, pro-rated on a monthly basis.

8. In order to receive payment for waiving health insurance coverage or to be reinstated on the health insurance plan, the police officer must submit written notice to the Human Resources Director. Discontinuance of health insurance or reinstatement of coverage will be effective the first day of the following month in which written notice has been received, provided that the employee meets all conditions which may be imposed by the health insurance carrier.

9. If a police officer is currently receiving a payment for waiving health insurance coverage, then the new payment rates for waiving coverage will be implemented in the month in which the payments are normally due to the employee.

10. This section is effective with the signing of the contract and is not retroactive.

Section 3 - Group Term Life Insurance

The City will pay the life insurance premiums under the Maine Municipal Employee Health Trust Supplemental Life Insurance Plan up to the first $10,000 of coverage for each member of the collective bargaining group provided the following conditions are met:

1. The participation rate (as determined by MMEHT) for the bargaining unit is achieved in order to provide the plan to the officers.
2. The officer agrees to purchase the remaining premiums based upon 1X, 2X or 3X his/her base annual salary. If the officer does not purchase the remaining life insurance coverage, then the officer will not be eligible for the first $10,000 of paid coverage by the City.

ARTICLE 21 - RETIREMENT SYSTEM

The City of Auburn is a participating district in the Maine Public Employee Retirement System for the benefit of all employees covered by this agreement. Under this system, employees can retire with twenty-five (25) years of service at half (1/2) pay.

ARTICLE 22 - WORKERS COMPENSATION

Employees, who are covered by this agreement, and become incapacitated as a result of an illness or injury arising out of and in the course of employment shall continue to receive in addition to compensation paid or payable under the Workers' Compensation Act an amount sufficient to provide them with full pay while the incapacity exists and until they return to active duty, are placed on disability retirement, become eligible for a retirement pension or resign. For purposes of this article, full pay shall be defined as the employee's current base salary, as set forth in the attached wage schedules, plus other monetary benefits for which the employee

would have been eligible if not incapacitated. Full pay shall not include compensation for overtime not worked during the period of incapacity. Monetary benefits for which the employee's eligibility cannot be determined due to the nature of the illness or injury causing incapacity shall be withheld until such determination can be made (i.e., merit pay). The City shall also pay all hospital and medical expenses in accordance with the Workers' Compensation Act.

Employees provided benefits under this article shall continue to accrue sick leave, vacation benefits and holidays, subject to maximum accumulations, during the first twelve (12) months of incapacity. Employees may receive health insurance coverage for up to thirty-six (36) months from the date of incapacity or until the employee returns to active duty, are placed on disability retirement or resign, whichever comes first. Employees receiving benefits under this article shall not be charged sick leave. Employees may take vacation leave while receiving benefits under this article, but in no case shall they receive double payment during said leave.

Employees who are unable to perform regular job duties as a result of an incapacity from an illness or injury arising out of and in the course of employment, may be assigned, if available, other work normally performed by police officers or work related to work done by police officers (i.e., crime prevention, crime analysis, community policing, school liaison, etc.) Employees may agree to work which is not normally performed by or related to police officers. In all cases, such work and its availability shall be determined by the Chief and approved by a qualified physician familiar with the employee's incapacity.

The City reserves the right to require an independent medical examination to determine the extent of the incapacity. Employees who are determined by a qualified physician to be unable to ever return to work, shall immediately apply for disability retirement. The City's liability to pay benefits under this section shall not be cumulative and may deduct any benefits provided by Workers' Compensation or require the employee to assign to it the right to receive any such benefits that any such employee repay to it the amount of any such benefits previously received.

Each time the injured employee is examined by his/her qualified physician, the physician shall provide a statement to the City indicating the employee's condition and whether or not the employee may return for regular duty. When the physician certifies the employee to be fit to return for normal duty, the employee shall return to work on his/her next scheduled work shift as directed by the Chief or his designee.

ARTICLE 23 - UNIFORMS

The City will provide, maintain and launder as appropriate and replace uniforms for Patrol Officers and Officers working in civilian clothes as per **Exhibit A** (attached to this contract) through a quartermaster system. Detectives will be reimbursed, up to a maximum of $500 annually, by the City for the purchase of articles of clothing necessary for the performance of their duties and to maintain a professional appearance. All officers, including Detectives, shall be responsible for having the required equipment and clothing specified in Exhibit A.

Personal effects such as watches will be replaced or repaired (up to a maximum of $50.00) whichever is less, if damaged in the course of employment. If personal effects are damaged in the line of duty, the officer must notify the Court Officer for reimbursement through

restitution process. Any funds received through restitution for expenses paid by the City shall be turned over to the City. Any unauthorized police equipment will not be replaced or repaired at the City's expense.

ARTICLE 24 - PHYSICAL FITNESS

The City and the Union hereby recognize that the physical fitness of employees vitally affects the efficient, safe, and productive operation of the Department and the quality of police services provided to the public. Each employee is required to maintain the level of physical fitness necessary to perform the normal duties of his/her position.

The Chief is authorized to promulgate a rule requiring each employee to undergo an annual physical fitness testing program on a regular basis beginning September 2004. Said rule shall outline the tests which each employee is required to undergo and tests shall be objective and measurable. Reasonable provision shall be made for any known physical disability of any employee by offering alternative tests or by permitting extensions of time for taking such tests in the case of temporary disabilities. Discipline shall not result from the employee's failure of the initial test or any portion thereof. Upon failure of the test, or any portion thereof, the City may require an employee to attend a remedial or structured program. So long as the program coordinator certifies that said employee has been diligently participating since entering the remedial or structured improvement program, the employee will not be disciplined for failing the physical fitness test. Employees, hired before July 1, 2004, shall only be disciplined for refusing to take the physical fitness test or for refusing to participate in a remedial program. No such grandfathered employee shall be disciplined for failing said test or for failing to make progress in the remedial program. Employees hired after July 1, 2004 may be subject to discipline, including termination, after 18 months, for failing the program.

Prior to implementing the program and annually thereafter, the Chief shall review the recommendation provided by the Physical Fitness Committee established by the labor-management team. The Chief will make any changes necessary and give the final draft to the Association for review. The Association will have fifteen (15) working days to make any written comments on such draft rule prior to its final promulgation. Any changes (after the initial adoption) to the testing standards of the program shall be reviewed and approved by the Labor-Management Committee prior to implementation.

All members of the department covered by this Agreement will be required to take a complete medical examination at least biennially from the department designated physician at the City's expense. The results of the examination will be provided to the Police Chief on the forms provided.

ARTICLE 25 - DEFECTIVE EQUIPMENT

Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe.

ARTICLE 26 -NON- DISCRIMINATION

In accordance with applicable law, the City and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, ancestry, national origin sexual orientation, physical or mental disability, or age, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, sexual orientation, ancestry national origin or age.

ARTICLE 27 -LABOR/MANAGEMENT COMMITTEE

The Union, its members, and the City agree to continue to participate in the Labor-Management Team. The purpose is to work together in identifying and implementing improvements to the operations of the Auburn Police Department and service to the citizens of Auburn. The goals of the team include fostering good communications (both internal and external to the department), improving customer service, (internal and external), increasing accountability and effectiveness, increasing productivity and realization of cost savings. For this effort, the Union agrees to appoint three (3) representatives to the team and other members as may be needed for individual issues and/or subcommittees.

Annually, the team shall develop a Workplan for the department. The Workplan will be developed to identify and prioritize those issues/areas of improvements that the team will concentrate on in achieving the team's goals. Each year's Workplan is hereby incorporated into this agreement as Exhibit E. In addition, the Union agrees to work with management in the development and implementation of an employee appraisal system.

The team may discuss other issues/areas as mutually agreed upon. Items brought to the team by individual members must have first been discussed with a union Labor-Management team member.

ARTICLE 28 - MAINTENANCE OF PRACTICES

During the term of this Agreement, the City agrees to maintain the following practices and benefits:

1. The policy of permitting swaps will continue as listed

   a. Proper form must be submitted and approved by the Chief or his designee,

   b. Except for emergencies, the form should be submitted forty-eight (48) hours in advance of the requested swap,

   c. It is the responsibility of the individual officer to maintain the records for days swapped and owed,

d. Swap requests for trading time shall not be unreasonably denied. "Unreasonable" shall be defined as working more than five (5) days in succession; a non-academy trained officer replacing one who has completed the academy; swaps used to permanently change shift assignments (e.g. days to evenings).

The following criteria shall also apply:

(1) The reason for trading time is due, not to the City's operations, but to the employee's desire or need to accommodate personal or unexpected needs as they arise, and

(2) The pay back of a swap shall take place within nine (9) months of the swap.

2. The "meal period" of one-half (1/2) hour duration will be maintained. The time of the "meal period" will commence at the arrival at the meal location. The police officer must inform the dispatcher of the location. In emergencies, the "meal period" can be interrupted.

3. Coffee break of between 10-15 minutes will be permitted. It is the police officer's responsibility to notify the dispatcher when leaving his/her post and the break can be interrupted for emergencies.

4. Breaks for personal necessity may be taken at the station or at the police officer's home, provided the police officer resides in Auburn. It is the police officer's responsibility to notify the dispatcher of his/her location.

5. Police Officers will be allowed adequate and reasonable time for doctor appointments. However, every effort should be made to have the appointments set for off-duty time. Advance notice to the Chief or his designee is required. If the appointment is at an office located outside the City of Auburn, the police cruiser shall not be used.

6. Members of the department can continue to drop off laundry.

7. Police officers will be permitted to "stay over" or "come in early" at the completion of their tour for another police officer on a voluntary basis, not to exceed 4.5 hours.

8. Seniority will prevail in vacation selection. However, vacation selections made when the vacation list is posted in December will not be changed because of seniority. This means if a junior officer selects a vacation period and it is not in conflict with a senior officer, the senior officer will not be permitted to bump the junior officer at a later date. The needs of the department will take precedence in all matters of vacation.

9. The City agrees to maintain its current Police Liability Insurance.

10. The City will agree to provide transportation from the station to and from extra assignments whenever there is good cause to believe that the officer's private vehicle may be vandalized (subject to availability of cars to provide the transportation).

ARTICLE 29 - OUTSIDE EMPLOYMENT

Police officers will not engage in outside employment which might in any way hinder their impartial performance of their assigned duties as a police officer. Police officers who wish to obtain outside employment must first advise the Chief of Police and sign the following waiver:

"The undersigned, an employee of the City of Auburn, does hereby waive and release said City from any labor expense or costs because of any injury incurred for reason of any employment accepted by the undersigned other than as an employee of said City.

I further release the City from any claim for salaries or wages during any absence caused by such injury".

Police officers shall annually advise the Chief of Police relative to outside employment and any changes thereto on forms provided by the Chief of Police prior to July 1st of each year.

Such outside employment shall not be acceptable if any of the following conditions apply or develop:

1. Where it occurs that secondary employment has an adverse effect on the officer's sick leave record and work performance.

2. Where the nature or location of the employment compromises the effectiveness of the employee as an Auburn Police Officer or creates the appearance of impropriety on the part of the officer on the City.

3. Where secondary employment impairs the officer's ability to discharge the duties and responsibilities of his City job.

4. Where an officer is using his City position to influence his outside employment.

Officers who engage in secondary employment shall do so only with the understanding and acceptance that their primary job is as a Police Officer for the City of Auburn.

ARTICLE 30 - SUBCONTRACTING

If the City's subcontracting will result in a loss of a job of an employee, the City will meet and consult with the Union over the loss of the job. In addition, the City will:

1. Fill a posted vacancy within the Police Department if any, with an affected employee who is qualified for that vacancy;

2. If there is no posted vacancy for which an affected employee is qualified, the City will attempt to find a vacancy elsewhere within the City's workforce, which would provide comparable employment and offer such employment to the affected employee;

3. If there is no comparable employment available elsewhere within the City's workforce, the City will attempt to obtain an offer of employment for an affected employee from a sub-contractor.

If there is no offer of comparable employment by the City, and if there is no offer of comparable employment by the subcontractor, an employee will then be laid off. A laid-off employee shall be recalled to his former job, if a vacancy occurs within one (1) year of layoff.

If an affected employee obtains a job with a subcontractor, but is later laid-off by the subcontractor within two (2) years after the employee's last date of employment with the City, the following conditions exist:

1. The layoff of the former City employee by the subcontractor was due to loss of the contract with the City of Auburn;

2. The City of Auburn resumes the performance of the work formerly performed by the contractor;

3. Because of the resumption of such work by the City of Auburn, a vacancy exists in the police department for which the former City employee is qualified;

Then the City shall recall that former City employee for employment with the City of Auburn.

A laid-off employee or former employee may be given notice of recall by certified mail sent to the employee's last address in the City's records. Within five (5) working days after the certified receipt date, a laid-off employee must signify his/her intention of returning to work to the Chief of Police. If delivery of the notice is unsuccessful, or if an employee fails to respond within five (5) working days of the certified receipt date, such employee shall be considered to have quit City employment. If an employee signifies to the Chief of Police his/her intention to return to work, he/she shall be given up to fourteen (14) consecutive days of the certified receipt date within which to report to work.

It is understood that the City may subcontract for reasons of economic or performance efficiency and effectiveness as long as those reasons do not include retribution on the Union for the conduction of legal Union activities.

ARTICLE 31 - RECIPROCITY

If a police officer is injured on the job as a direct result of a violent action taken against him/her by a private individual (s), he/she shall have the first right to take civil action against said individual(s). However, if the police officer does not wish to take civil action, he shall assign that right on request to the City who then shall have the right to proceed with civil action.

Expenses for action by the City shall be the burden of the City and any revenue derived from such action shall revert to the City.

ARTICLE 32 - SUBSTANCE ABUSE TEST

The City and M.A.P. agree to implement the attached Biennial Random Substance Abuse Testing Policy attached as Exhibit D to this contract as soon as it is approved by the Maine Department of Labor. If the Substance Abuse Testing Policy is found not to be in compliance with State statutes, the City and the Union agree to reopen the contract for the purposes of renegotiating only those specific sections of the Substance Abuse Testing Policy found not to be in compliance by the Department of Labor. These sections will be resubmitted to the Department of Labor for approval.

ARTICLE 33 - ACTIVE AGREEMENT

The Union and the City agree, by mutual consent, to discuss, reopen or negotiate any matter or contract provision of interest to the parties during the term of this Agreement. In particular, the parties agree to reopen and make necessary amendments resulting from the discussions and implementation of the annual Labor-Management Team Workplan (referenced in Article 27).

This agreement shall be in force and effect from **July 1, 2012 to June 30, 2013** and shall automatically remain in effect from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify or terminate this Agreement.

ARTICLE 34 - SEPARABILITY AND SAVINGS CLAUSE

If any provision of this Agreement is declared by proper legislative, administrative or judicial authority to be unlawful, unenforceable or not in accordance with applicable law, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.

In WITNESS THEREOF, the parties hereto have set their hands and seals the 2nd day of January, 2013 to be effective as of July 1, 2012.

FOR THE EMPLOYER:

FOR THE UNION:

Atty for MAP

Unit President 1-29-13

EXHIBIT A
UNIFORM POLICY

1. All uniform, insignia, accessory, equipment and optional items will meet department specification and approval of the Chief.
2. All items, except Optional Clothing/Equipment items, will be issued to a new officer as initial supply.
3. All items, except Optional Clothing/Equipment, will be replaced under a quarter master system on an "as needed" basis as determined by the Police Chief or designee.
4. Any item that is lost or damaged through "negligence" shall be replaced at the officer's expense.
5. All items except for footwear and civilian clothes must be returned to the department upon separation.
6. The Police Chief in his/her sole discretion shall determine the situation and manner for wearing of uniform types and items.
7. Body armor shall be required to be worn while on duty or assignment. Replacement of body armor will be as recommended by the manufacturer and as monies are available.
8. Optional Clothing/Equipment items may be purchased by the officer or with an Optional Clothing Allowance, if provided. If purchased with the Optional Clothing Allowance, all such items purchased will be reimbursed, up to the allowance amount, upon presentation of a receipt. The department will *not* be responsible for the laundering, maintenance or replacement of optional apparel or items.
9. Detectives will receive an annual clothing allowance of $500 for the purchase of the clothing items listed below, with the exception of the Class A and BDU uniform which will be replaced in accordance with the quartermaster system.
10. Weapons will be issued by the department (effective January, 1996) and will remain department property.

Issuance and Replacement List

Category/Item:	**#**	**Category/Item:**	**#**
Patrol Officers		***Detectives***	
Hats (8-point/1 ball cap)	2	Sport Jackets	(Total
Dress Slacks		Expenditures	
Shirts (3 winter/3 summer)	6	Dress Shirts	Not to Exceed
Pants	3 pr.	Ties	Annual
Duty Gloves	1 pr.	Dress Shoes	Allowance)
Tie	1		
Blousing Straps	1 pr.		
Shoes (dress)	1 pr.		
Boots (all season – military style)	1 pr.		
Coat	1		
Class A Uniform (1 Lt. Blue Shirt/1pant)	1 ea.		
Raincoat	1		

Insignia (All Personnel)		***Accessories (All Personnel)***	
APD Pins	2	Weapon	1
Name Tags	2	Nylon Gear	all
Rank Insignias	as appropriate	Expandable Baton	1
Departmental Patches	as appropriate	Handcuffs	1
Badges	2	Pepper Mace	1
Hat Insignia	1	Attache Case	1
		Body Armor	1 (Level II or equivalent)

OPTIONAL CLOTHING/EQUIPMENT LIST (*All items to be approved prior to purchase)**

Sweater	Socks	Dickey
Raingear (additional)	Mock Turtleneck	Ties
Polo Shirt	Shoes (black casual)	Shorts
BDU Windpants	Boots (summer)	Gore-Tex tm Ballcaps

Purchase through A.B.P.A.

Exhibit B

City of Auburn

Health Promotion Program

The program seeks voluntary compliance with a health promotion and health care management system which focuses primarily on prevention activities. The goal is:

- To reduce the overall need for health care services by City employees and their dependents;
- To prevent disease by rewarding employees and their dependents for healthy behavior that will prevent disease; and
- To lower the rate of increase in the City's health insurance premiums.

The program can be broken down as follows:

Health Risk Analysis and Education

The first major part of the program is an individual health risk analysis which will be available for each employee who desires one. This service may be provided by a health care provider that will be under contract with the City to provide these services or by the employee's primary care physician. If the employee opts to use his/her primary care physician, the result of the health risk analysis will be provided to the City's contracted health promotion provider. The health risk analysis will include but not be limited to high blood pressure, elevated cholesterol, diabetes screening, smoking, and body mass index (BMI). The aggregate results of the analysis for all City employees will be available to the City. However, consistent with federal law, the City will not have access to individual health risk analysis.

A health care educator will be assigned and responsible to work with each and every member that signs up for the program, including spouses (dependent children are not required, but are encouraged to participate in the program). These educators will work to establish the base line for health risk factors for each member. Once established, the educators will work with the member to provide wellness goals and benchmarks. Educational material and motivation will be a core part of the program.

After the initial consultation, each member will receive at least one additional face-to-face meeting annually. Such meetings will be primarily designed to be on the job site for the employees and in a private setting. Depending on the results of the health risk analysis and the goals of the member, additional meetings will be scheduled. Should a face-to-face consultation not be practical, phone and email may be acceptable alternatives.

The City, after consultation with the Health Care Provider and the City Wellness Team, will, at a minimum, provide monthly health related programs and topics that relate to the challenges that are facing the members. The City will continue to seek creative and meaningful ways to reward and recognize employees making progress in obtaining their individual health care goals.

Health Care Advisory Team

The City's Wellness Team will meet regularly to assist in recommending health related programs, adjustments to the percentage distribution and any wellness issues or concerns that may arise. Though the Team may recommend changes or adjustments to the program, the City will make the final determination to either accept or reject such recommendations. Lastly, since communications is such an integral part of any successful program, the Team will serve as an information conduit to City employees to assist in keeping them apprised of ongoing health care issues.

Health Care Management Proposal

The insurance proposal is as follows: Employees' portion of health insurance premium increases from 15% to 25%, effective July 1, 2007. Alternatively, an employee may participate in the Health Promotion Program and make his/her intentions known to participate by November 31, 2007. The program's implementation date is December 1, 2007. During the first seven months of the program (12/1/07 to 6/30/08), employees and their spouses need only agree to participate in the program to obtain the 10% health insurance premium savings. After July 1, 2008, employees and spouses are expected to meet the specific goals by utilizing their 'best efforts' as established by the Health Care Educators to obtain the full 10% savings.

The components of the 10% health insurance premium savings is as follows:

- 2.5% (1.25% each) when both employee and spouse agree to participate in a Health Risk Assessment, a physical examination by personal physicians including the prescribed lab/x-rays;

- 2.5% (1.25% each) when both agree to participate in an exercise program tailored by the Health Care Educator in conjunction with the employee's physician;

- 2.5% (1.25% each) for quitting smoking or for being a non-smoker.

- 2.5% (1.25% each) when both obtain BMI (body mass index) goals, or related weight management program.

For employees on single plans or employee plus children plans, the percentage savings for the participant in the four components double for the employee (for example, 1.25% becomes 2.5%.

In the second year of the program (7/1/08-6/30/09), the employee must meet 3 out of 4 components (employee and spouse must meet 6 out of 8 components) to receive the 10% discount. In the third year of the program (7/1/09 – 6/30/10), the employee must meet all four components (employee and spouse must reach seven out of eight components) to receive the 10% discount. The total adjustment to the employee's health insurance cost share will not exceed 10%.

Health Promotion Program and Health Insurance Cost Share

The proposed health insurance employees cost share is 25%. Employees and spouses who are participating in the Health Promotion Program are expected to meet the specific goals by utilizing their 'best efforts'. The program has two goals: First, to improve the health of each employee/spouse through risk assessment and education; second, to reduce the long-term cost of health insurance for each employee and the City. The use of credits is not intended by the City to be a primary source of savings, but as an instrument to make the program important and meaningful. As such, an employee./spouse who makes a 'best effort' but falls slightly short of meeting their goals will not be penalized, providing, however, that the following three criteria are met:

a. the employee/spouse has participated in the Health Risk Assessment;
b. has made reasonable progress and improvement since the last measurement;
c. has been recommended by their health care provider/educator as having made their 'best effort'.

The City will meet and discuss with the Union in all cases it deems an employee/spouse to not have met this standard. Each case shall be decided on an individual basis and shall not be used as a reference in any way for any other employee.

At all time, the employee/spouse's Primary Care Physician (PCP) shall be responsible for establishing and /or modifying appropriate goals. The Health Care Educator shall be responsible, in consultation with the employee/spouse's PCP, to determine the appropriate activities to meet such goals and to determine whether or not the employee/spouse has made a 'best effort'. In the event of a conflict between the PCP and the Health Care Educator, the employee/spouse's PCP shall have final say in re-determining and/or modifying previously established goals.

Medical Spending Account

The City will continue to provide the Medical Spending Accounts through which the employee may submit receipts for office visit co-payments, lab work, diagnostic testing, and prescriptions. In addition the employee may increase the funds in the

Medical Spending account by making additional contributions through payroll deductions and by allocating accrued sick days as allowed by the collective bargaining agreement.