



**City of Biddeford
City Council**

December 1, 2025 at 5:30 PM
Zoom

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1. Roll Call
2. Pledge of Allegiance
3. Orders of the Day
 - 3.a 2025.163 Approval/ Biddeford Police Department Collective Bargaining Agreement -
July 1, 2025-June 30, 2028
4. Adjourn



City Council

Meeting December 1, 2025
Date:
Meeting 5:30 PM
Time:
Agenda 3.a
Item No:
Item 2025.163 Approval/ Biddeford Police Department Collective Bargaining
Description: Agreement - July 1, 2025-June 30, 2028
Submitted Diana Depaolo, Human Resources Director
By:

Key Terms:

Executive Summary:

The proposed 2025–2028 Collective Bargaining Agreement (Attachments 1 & 2) between the City of Biddeford and Teamsters Local 340 (Police Department) maintains the overall structure of the existing contract while updating wages, stipends, and several administrative provisions. The agreement supports recruitment and retention for critical law enforcement roles, strengthens clarity in several benefit and leave articles, and incorporates legally required updates such as Maine Paid Family and Medical Leave. Throughout negotiations, management rights were preserved, operational flexibility was maintained, and the resulting contract reflects a balanced, collaborative effort between the City and the Union.

Detailed Review:

The City began negotiations with Teamsters Local 340 in spring 2025, and discussions were cooperative, solutions-oriented, and conducted in good faith by both parties. The bargaining process focused on three primary goals: ensuring the Police Department remains competitive in attracting and retaining qualified personnel, maintaining clear and up-to-date contract language, and protecting the City’s ability to manage operations effectively. Both sides approached the negotiation with professionalism and a shared interest in long-term stability for the department.

Wages & Stipends

The agreement includes updated wage scales and several stipend adjustments for specialized roles. These changes improve internal alignment, reflect current market pressures in law enforcement, and support the department's efforts to recruit and retain staff in a highly competitive environment. As reflected in Attachment 3, total projected contract costs (all classifications, stipends, and adjustments) are outlined below:

- **Year 1 (FY26): \$5.87M;** about **+\$330k** over current
- **Year 2 (FY27): \$6.27M;** about **+\$725k** over current
- **Year 3 (FY28): \$6.55M;** about **+\$1.0M** over current

Leave Provisions

Several leave-related articles, particularly holidays and sick leave, were clarified to better reflect existing practice and to ensure more consistent application. These updates do not materially change benefits but provide cleaner guidance for both employees and supervisors. The clarity added in these sections is expected to reduce administrative confusion and help avoid future disputes.

Paid Family and Medical Leave (PFML)

The contract incorporates new language related to Maine's PFML program, which becomes effective in 2026. This addition ensures the City remains compliant with state law, outlines the City's intention to utilize a private plan, and clearly defines the shared responsibility for premium contributions. The language is standardized and mirrors what other public employers across the state are implementing.

Administrative & Operational Clarifications

A number of smaller updates were made throughout the agreement to clarify existing processes, modernize language, and improve internal consistency. These include updates related to personnel file access, scheduling references, training provisions, and other administrative procedures. None of these adjustments alter management authority or operational control; they simply reflect current practice more accurately.

Overall Assessment

The 2025–2028 contract preserves management rights, provides appropriate and market-aligned compensation updates, and improves clarity across several commonly referenced articles. It represents a balanced agreement that supports the Police Department's operational needs while addressing employee concerns raised during negotiations. The result is a clearer updated contract that positions the City and the Union well for the next three years.

Funding Source:

For Year 1 (FY26), the contract is \$133,137 above the budgeted 3.5% increase for salaries. It is recommended that this amount over budget be funded through contingency funds.

Staff Recommendation:

Based on the financial analysis, competitive wage adjustments, clarified operational language, and the preservation of core management rights, I recommend approval of the 2025–2028 collective bargaining agreement between the City of Biddeford and Teamsters Local 340.

Next Steps:

Should Council approve the contract, wage adjustments will be applied retroactively to the start of the contract period.

Attachments:

1. Attachment 1: BPD CBA 2025-2028 CLEAN FINAL
2. Attachment 2: Redline CBA
3. Attachment 3: BPD Wage Cost 2025-2028 FINAL
4. Order 2025.163 Approval Biddeford PD CBA

**AGREEMENT
BETWEEN
CITY OF BIDDEFORD, MAINE
AND THE
TEAMSTERS UNION LOCAL NO. 340
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
FOR THE
BIDDEFORD POLICE DEPARTMENT
JULY 1, 2025 TO JUNE 30, 2028**

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ARTICLE 1

PREAMBLE

This Agreement has been entered into this 1st day of July , 2025 by, and between the City of Biddeford (hereafter referred to as the City) and Teamsters, Local No. 340, affiliated with the International Brotherhood of Teamsters (hereafter referred to as the Union) pursuant to the provisions of the Municipal Public Employees Labor Relations Law (Title 26, M.R.S.A. Section 961 through 974, 1969, as amended), the parties hereto have entered into this agreement in order to establish mutual rights.

ARTICLE 2

RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for employees in bargaining units within the Biddeford Police Department for the purpose of negotiating salaries, wages, hours, and other conditions of employment for all of its eligible Police Department employees within the bargaining units, as determined in accordance with the Municipal Public Employees Relations Law.

ARTICLE 3

PAYROLL DEDUCTION OF DUES AND DRIVE AUTHORIZATION

Section 1:

As soon as possible the City shall deduct regular weekly Union dues upon receipt of signed authorization from members of the Union on forms supplied by the Union and satisfactory to the City. The City shall forward all such dues so collected to the Secretary-Treasurer of the Local Union by the fifteenth (15th) day of each month following the month in which deductions were made. This authorization shall remain in force and in effect during the term of this Agreement.

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to the Teamsters' Democratic Republican Independent Voter Education program ("DRIVE"). DRIVE shall notify the Employer of the amounts designated by each

contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase “weeks worked” excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the employees’ Social Security Number and the amount deducted from the employees’ paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer’s actual cost for the expenses incurred in administering the weekly deduction plan.

Section 2:

The Union shall indemnify and save the City harmless against all claims and suits, which may arise by reason of making any such deductions, the cancellation of the same, and remitting the same to apparently authorized officials of the Union.

Section 3:

The Union shall provide the Police Chief with a list of all Union officers’ names and offices held and the Union shall keep such list current.

ARTICLE 4
HOLIDAYS

Section 1:

The following holidays shall be paid holidays on the actual holiday or the day observed depending on the employee’s regular work schedule for all regular full-time permanent employees of the Biddeford Police Department.

- | | |
|--------------------------|----------------------------|
| 1. New Year’s Eve | 6. Labor Day |
| 2. Washington’s Birthday | 7. Indigenous Peoples’ Day |
| 3. Patriots’ Day | 8. Veterans Day |
| 4. Memorial Day | 9. Thanksgiving Day |
| 5. Independence Day | 10. Christmas Day |

Section 2:

In addition to the above holidays, each employee shall receive pay for six (6) additional “floating” holidays each year in lieu of: Martin L. King Day, Juneteenth, Day after Thanksgiving, Good Friday (1/2), Christmas Eve (1/2), and two (2) floating holidays. For

purposes of this section, the six additional holidays shall be paid to the employee as a bank of time as of their anniversary date based on the hours equivalent to the employee's regular work day for the schedule in place at that time.

On personal floating holidays, the employee shall receive straight time compensation. To be eligible for floating holidays, the employee must submit a written request to the Police Chief or their designee, at least two (2) days prior to the use of the holiday. The Police Chief or their designee shall, within two (2) days thereafter, notify the employee of the approval or disapproval of the request. Once approved, a senior employee may not bump a junior employee. Floating holidays shall not accumulate from year to year, and the year shall start on the given employee's anniversary date.

An employee shall be eligible for holiday pay after being in the employ of the City for a period of at least thirty (30) working days.

Section 3:

Eligible regular permanent employees shall, in addition to the regular weekly wages for actual hours worked, receive eight (8) hours pay for each of the holidays listed in Section 1. When the holiday falls on a day that the employee is not regularly scheduled to work, the employee may request to work on the holiday and take another day off during the same pay period with the approval of the Chief. The employee shall make such a request and receive approval prior to the holiday. Holiday pay shall be counted as hours worked for purposes of calculating overtime as set forth in Article 26, but in no event shall an employee be paid double time and a half for working on a holiday, unless expressly set forth in subsection 6 below.

Section 4:

A holiday allowance may be denied to any employee scheduled or called out for work on the holiday who does not report for work that day unless excused by the Police Chief. Absence from work for just cause on the normal scheduled working day before and/or the normal scheduled working day after a holiday may be permitted without loss of holiday pay as determined by the Police Chief. The term "Floating Holiday" shall have the same meaning and application as "Holiday".

Section 5:

If an employee voluntarily transfers from one shift to another shift, or one division to another division, or they are promoted, and a vacation/floating holiday request has already been approved prior to the transfer, they must resubmit the request in case of a conflict. The transferee shall not bump another employee's approved vacation or floating holiday regardless of seniority.

Section 6:

If an employee, after completing forty (40) hours of work in a pay week works overtime in that pay week on Christmas Eve, Christmas Day, New Year's Eve or New Year's Day, said employee shall receive double time and one half their regular pay rate for the actual hours worked on Christmas Eve, Christmas Day, New Year's Eve, and/or New Year's Day from 1800 hours on Christmas Eve or New Year's Eve to 2300 hours on Christmas Day or New Year's Day.

ARTICLE 5

INSURANCE

Section 1:

The Employer will pay a dollar amount equal to eighty-five percent (85%) of the insurance costs. The employee pays all remaining costs through payroll deductions. This base formula may end up being adjusted from time to time automatically in compliance with Section 6.

The City of Biddeford hereby consents to and agrees to be bound by the terms and provisions of the Trust Indenture under which Allegiant Care is administered, and to any amendments to said Indenture.

A copy of this Agreement has been delivered by the City of Biddeford to the Fund Director of Allegiant Care. Any amendments to this Agreement relating directly or indirectly to the contributions being made hereunder will be forwarded to the Director by the City of Biddeford within ten (10) days after adoption.

The liability of the City of Biddeford to said Allegiant Care shall not exceed the contribution amounts which it is obligated to make pursuant to the foregoing provisions, together with any existing delinquencies, any interest charges, costs/penalties, or charges provided by applicable

law or Allegiant Care; provided nevertheless, that any additional contribution amounts required by Allegiant Care for continuation of the existing benefit program after the expiration date of this Agreement shall be due and owing Allegiant Care by the City of Biddeford from and after said expiration date or, if such additional amounts are first required by Allegiant Care during the post-Agreement negotiating period, they shall be due and owing by the City of Biddeford from and after the effective date of said increase.

Provisions of this Article constitute a direct contract also between the City of Biddeford and Allegiant Care which shall continue in effect until terminated by either party on advance written notice to the other, except in the case of a delinquency by the City of Biddeford, in which case Allegiant Care may suspend claims payments, and/or terminate said contract on 24-hours notice.

The City agrees that its agreement hereunder shall constitute an obligation for the sums herein provided directly to Allegiant Care, and further that the City will be bound by the terms and provisions of the Trust Indenture of Allegiant Care and any and all amendment thereto as promulgated by the Trustees thereto.

Section 2: The City shall allow employees who retire with a minimum of fifteen (15) years of service with the City of Biddeford and who have attained the age of 55, or employees who retire under the disability provision of a qualified pension plan prior to reaching age 55, effective July 1, 2003, to participate in the City's Group Health Insurance Plan until the age of 62, at his/her own cost. At age 62, an employee who retired after attaining age 55 will be entitled to 100% of the cost of the single subscriber rate, and the Retiree shall pay any dependent coverage. When the retiree reaches the age of 65, the City will provide at no cost to the retiree the so-called companion plan. If the employee retired prior to attaining age 55 under a disability provision of a pension plan, the City shall have no obligation to provide any benefits beyond age 62, unless (1) it's at the employee's own cost, (2) at no cost to the City and (3) the employee/retiree is not eligible for Medicare. All the above has to be continuous coverage. Any break in the insurance coverage shall release the City of any obligation under this Article.

Effective with the signing of the July 1, 2015 contract, all current retirees and employees having tendered a retirement letter to the Chief of Police prior to the signing of this contract shall continue coverage pursuant to the preceding provision of this contract.

Employees who retire with a minimum of fifteen (15) years of service with the City of Biddeford and who have attained the age of 57 may participate in the Allegiant Care – Retiree Plan at no continuing cost to the City.

Effective with the signing of the 2015 contract, all current employees hired **before** December 31, 2002, shall utilize the Allegiant Care – Retiree Plan for retiree health coverage. The City also agrees to provide until age 65, at no cost to the retiree, single subscriber eye and dental care coverage equivalent to that provided by the Allegiant Care regular health plan. For employees hired **before** December 31, 2002, and who have attained the age of 65 the City agrees to continue to provide at no cost to the retiree, the current post-65 plans offered by Allegiant Care, which consist of a Blue Cross Blue Shield Medex II Medicare Supplement and a Blue Rx Part D Prescription Plan, along with Allegiant Care’s Retiree Dental and Vision Coverage.

Effective with the signing of the 2015 contract, all newly hired employees and employees hired on or **after** December 31, 2002, shall utilize the Allegiant Care Retiree Health Plan for retiree health coverage for which the City of Biddeford shall have no further financial obligation post-retirement. The City agrees to provide these employees a Retirement Health Savings Account (RHSA), which shall be owned by the employee in accordance with federal requirements, into which the City shall contribute \$15.00 per week as matching funds to a required contribution of \$15.00 per week by the covered employee. So long as allowed by the Allegiant Care, employees who retire under the disability provision of a qualified pension plan prior to reaching the retirement age of 57 shall be permitted to participate in the City’s group health insurance plan until age 65 at the employee’s own cost and at no cost to the City.

Section 3:

The City agrees to make available to the employees as soon as possible after the signing of this contract the so-called 125 spending account, in accordance with IRS regulations so long as the federal government allows this plan.

Section 4:

If the City, as a pass thru participant, makes available to employees selected disability plans, at the employee’s cost, the City will allow members covered by this Agreement to participate in a disability plan to be paid exclusively by the employee.

Section 5:

When the City establishes a Committee to study health insurance issues including self-insurance, the possibility of other health insurance carriers, the scope of benefits, etc., the City agrees to invite a member of this unit or its bargaining agent to participate in this committee's activities. The union likewise agrees to participate.

Section 6:

Effective July 1, 2018, in the event that the annual increase in health insurance exceeds ten percent (10%) in any given year the formula in section 1 shall be adjusted for the current year and all subsequent plan years. The incremental increase above said ten percent (10%) shall be paid equally divided between the City and the union members. For illustration purposes only, if the increase in any given year goes up twelve percent (12%), the dollar value equal to one percent (1%) of the increase shall be added to the employees' share.

ARTICLE 6
LEAVE OF ABSENCE

Section 1:

Any employee, upon application in writing to the Police Chief, may be granted a leave of absence without pay not to exceed twenty-six (26) weeks for official Union business, and not more than sixteen (16) weeks for work-related stress, personal illness (including maternity), or attending a recognized Police Science Academic Program. If the requested leave also qualifies under the Family Medical Leave Act, the leave request shall be considered as part of F.M.L.A., notwithstanding the requested and granted leave exceeds the maximum amount of leave allowable under federal or state law.

Section 2:

Leaves that exceed sixteen (16) weeks duration will be considered on their merit on a case-by-case basis.

Section 3:

Educational leave terminations will be accompanied by proof of completion of course.

Section 4:

Prior to returning from personal illness or from work-related stress, the employee shall provide a medical certification of their ability to return to their former job with no restrictions. If the employee is unable to return to work at the conclusion of the leave of absence, the employee must resubmit pursuant to Section 1.

Section 5:

The City will notify the Union whenever leave is granted and the duration of said leave.

Section 6:

Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

Section 7:

During the leave of absence, the employee shall not accrue sick leave, vacation days, or holiday pay, but shall continue to accumulate seniority for pension and vacation purposes and shall retain their insurance coverage. The City is not to be liable for any pension cost while the employee is on a leave of absence and the employee shall be responsible for continuing to pay their share of health insurance premiums as applicable during said leave. All vacation days accrued must be exhausted prior to the commencement of a leave of absence that is in excess of eight (8) weeks.

Section 8:

At the termination of such leaves, the City will, upon notice, return the employee to the formerly held position, provided that the position has not been abolished to personnel budget reduction. If the position has been abolished due to personnel budget reduction, seniority shall prevail.

Section 9:

Military leave shall be granted to employees in accordance with applicable federal and state law.

ARTICLE 7

PROBATION PERIOD

All non law enforcement permanent regular employees of the Biddeford Police Department shall be compelled to serve a six (6) month probationary period, effective from the first (1st) working day; except that communications employees shall serve a six (6) month probationary period beginning the first working day following successful completion of their field training program. No employee shall be compelled to be placed on probation for disciplinary reasons, unless it is a part of a Settlement Agreement between the City and the Union. If the employee is promoted to a higher rank, they shall automatically serve a six (6) month probationary period in that higher rank.

All law enforcement personnel who are hired by the City and who have not yet graduated from the Maine Criminal Justice Academy (MCJA) shall serve a probationary period beginning the first date of work until one (1) year after graduation from the MCJA. Newly hired law enforcement officers who have graduated from the MCJA or who have received a waiver of same will serve a six (6) month probationary period beginning upon successful completion of the officer's field training program with the City.

An employee on probation shall be subject to removal from employment without cause, and the employee shall have no right to grieve the City's decision to terminate employment. However, an employee on probation shall be permitted to grieve other decisions regarding contract interpretation pursuant to the procedure set forth herein.

ARTICLE 8

MANAGEMENT RIGHTS

Section 1:

The City retains all rights and authority to manage and direct its employees, except as otherwise specifically provided for in this Agreement. Such rights shall include and shall not be limited to: the operation and management of the City's Police Department; the direction of the working forces; the right to hire, to discharge and discipline for just cause; 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 contract any work; to establish, change, combine, or eliminate jobs, work, tasks, or

positions. The City's not exercising any function or right hereby reserved to it, or the exercising of any functions in a particular way, shall not be deemed a waiver of its rights 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. Promotions shall be done pursuant to the Standard Operating Procedure to be developed and approved by the Chief of Police, which shall be attached hereto as Appendix F in any current form.

Section 2:

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

ARTICLE 9

VALIDITY CLAUSE

If any provision of this Agreement shall be contrary to or inconsistent with any provision of Federal or State law, or any existing ordinance of the City of Biddeford, and thereby rendered invalid, such invalidity shall not affect the validity of the remaining provisions. Those portions of this Agreement affected shall be subject to be reopened by either party.

ARTICLE 10

SICK LEAVE

Section 1:

Unless otherwise prohibited elsewhere in this Agreement, employees covered by this Agreement shall accumulate sick leave credit of eight (8) hours paid leave for each month worked to a maximum of ninety-six (96) hours per calendar year accumulative to a maximum of seven hundred twenty (720) hours. Sick leave shall be credited on the 1st day of the month following each complete month worked, and paid at the employee's regular hourly earnings. An employee shall not be entitled to more sick leave hours per day than the regularly scheduled hours of work. Sick leave may be taken in a minimum increment of half (1/2) hour. Employees may utilize sick leave for routine medical, dental and eye care appointments as approved, and at the sole discretion of the Chief or Chief's designee.

Section 2:

Any employee contracting or incurring any service or non-service connected sickness or disability, which renders such employee unable to perform the duties of their employment, shall receive sick leave with pay. In the event of sickness or disability in the employee's family (i.e., spouse, domestic partner (see Appendix A) or children), the employee shall also be granted sick leave with pay if the employee is required to provide health care. The Police Chief may require as a condition precedent to the payment of sick leave a certificate from a qualified physician certifying as to the condition of the employee or member of their family. Employees shall be eligible for sick leave after thirty (30) days of service with the employer.

The City will continue its practice of allowing the use of sick time (not out of sick leave) to be used to compensate for up to fourteen (14) days for time lost due to a bona fide work-related injury. If the injury continues in excess of fourteen (14) days with workers' compensation becoming retroactive to the first day of injury, the employee will reimburse the City of any sick leave pay advanced, and the City will credit their sick leave account accordingly.

Section 3: UNUSED

- a) An employee with less than 720 hours of unused sick leave as of November 1st may apply for reimbursement of unused sick leave by November 15th of each year, up to a maximum of 50% of the unused sick leave hours earned during the prior twelve (12) month period spanning from November 1st to October 31st. The reimbursement will be processed with the first (1st) payroll in December providing the employee has accumulated a minimum of seventy-two (72) unused sick leave hours during the stated period. Also, employees with more than ten (10) years' service who are otherwise eligible to cash in unused sick leave may request additional reimbursement of up to forty (40) hours accumulated sick leave during this time period (November 1st to November 15th)
- b) Annually, the City will buy back at the hourly rate of pay any or all of the unused twelve (12) sick days earned each year PROVIDED the employee has at least 90 days of accumulated unused sick leave. The amount of unused sick leave that the employee wishes to have bought back will be paid in cash to each employee or may be deposited in the individual employee's 457 Plan accounts or its equivalent. Payment will be made the first pay period in December of each year.
- c) Employees shall be compensated for any accumulated unused sick leave when they are permanently separated from employment as a result of retirement, death, lay-off, or

- permanent occupational disability. In the event of death, payment is to be made to the employee's beneficiary or to the estate of the employee. The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the payday immediately preceding the employee's separation. Employees shall be compensated at their regular rate of pay for any unused accumulation of sick leave when they are honorably and permanently separated from service according to the following schedule:
- Less than ten (10) years of service:* Employees shall receive 50% reimbursement of accumulated sick leave providing the employee has submitted a written resignation at least two (2) weeks prior to the actual termination date.
- More than ten (10) years of service:* Employees shall receive 100% reimbursement of accumulated sick leave providing the employee has submitted a written resignation at least two weeks prior to the actual termination date.
- d) Any sick leave used during the two-week notice shall be deducted from the 50% or 100% reimbursement. Employees failing to submit a two-week notice shall receive no compensation for unused sick leave.
 - e) If a physician determines that a female employee is unable to perform the essential functions of her job due to pregnancy, the employee may be assigned to other duties commensurate with her abilities and availability with the department, as determined by the Police Chief.
 - f) Employees hired after September 1, 2018 will only be eligible for the cash payout upon honorable separation from the city and according to the following limitations:
 - i. Maximum accumulation is 960 hours.
 - ii. Less than 10 years of service: no payout
 - iii. More than 10 years but less than 18 years: 25% of the accumulated time
 - iv. More than 18 years of service: 50% of the accumulated time

Section 4

The City and the Union have identified certain conflicts among the provisions of Section 1 and Section 3 of this Article and agree to meet to review said provisions to negotiate revisions to this Article that clarify the current practices with regard to accrual, buy back and cash out upon separation for employees hired before September 1, 2018 (Section 1) and employees hired after September 1, 2018 (Section 3(f)).

Section 5: Maine Paid Family Medical Leave

The City has elected to satisfy the requirements of the Maine Paid Family Medical Leave law through a privately insured plan authorized by the State of Maine. On May 1, 2026, or on the date the Maine Paid Family and Medical Leave law takes effect, whichever is later, all provisions of said law will be applied to bargaining unit employees and said provision will supersede any conflicting City personnel policy or collective bargaining agreement provision on family and medical leave. Costs associated with the City's private insurance plan shall be borne equally between the City and the employee, with each paying 50% of the premium. In the event that the City elects to contribute to the PFML program fund administered by the Maine Department of Labor in future years, the contribution to the program fund shall be determined by the Maine Department of Labor as outlined in the law establishing the PFML program and the cost of said contribution shall also be borne equally between the City and the employee, with each paying 50% of the premium. The employee's half of the premium contribution shall be collected via a payroll deduction.

ARTICLE 11

WAGES

Section 1: All employees shall be required to participate in direct deposit for their pay.

- 1) The wages shall be based on the scales contained within Appendix C except as otherwise set forth in this Article and at the sole discretion of the Police Chief. Newly hired employees may be placed one step greater on the applicable wage scale based on their prior experience in the particular job for which they are hired.

Section 2: Emergency Communications Wages

- a.) At the sole discretion of the Police Chief, newly hired Emergency Communications personnel may be placed up to the level equal to their respective experience in the wage scale for qualified candidates. A qualified candidate is defined as one who has previous dispatching experience, and maintains certification as required by Maine Department of Public Safety. Any employee hired as a 'lateral' entry according to this section may also be given placement preference for vacation purposes as well. However, all

other seniority and benefit issues shall be based on the actual date of hire, unless otherwise specified within this agreement.

- b.) All full-time emergency communications personnel shall receive a twenty dollar (\$20.00) per month stipend to defer the cost of using their personal cell phone for City business, including text capabilities. By accepting the stipend, the employee is responsible for ensuring that the cell phone is in working condition, capable of receiving text messages and with them as required.
- c.) The position of Emergency Communications Manager shall be paid according to the wage scale set forth in Appendix C.

Section 3: Patrol Wages

- a.) At the sole discretion of the Police Chief, newly hired Patrol Officers may be placed at the level equal to their respective experience in the wage scale as set forth in Appendix C for qualified candidates. A qualified candidate is defined as one who has graduated from the Maine Criminal Justice Academy Basic School, or has received a waiver from the Maine Criminal Justice Academy Board of Trustees. Any employee hired as a 'lateral' entry according to this section may also be given placement preference for vacation purposes as well. However, all other seniority and benefit issues shall be based on the actual date of hire, unless otherwise specified within this agreement.

NOTE: In the case of a waiver, the pay scale will become effective on the date the waiver is granted.

- b.) Members of the Union who are assigned to and perform the duties of "Detective" or lead "Evidence Technician" as a regular primary job shall be paid according to the pay scale set forth in Appendix C during such assignment. Those assigned by the Police Chief to either of these positions will have the title of "Detective" or "Evidence Technician" and be assigned duties which are consistent with the job description for that position. Patrol officers who are also assigned as Evidence Technicians, but who are not the Department's lead Evidence Technician shall continue to be paid according to the patrol wage scale as set forth in Appendix C, but shall be eligible to receive on-call pay as set forth in subsection (d) below.

- c.) Unless specifically negotiated otherwise, all other non-detective positions that are within the Union will be paid in accordance with the applicable wage scale as set forth in Appendix C and commensurate with the pay rate on the wage scale from which they hold equal rank.
- d.) One Detective and one Evidence Technician shall be assigned to be on-call each week. The person assigned to be on-call shall be paid a weekly stipend of two hundred dollars (\$200.00). Only one Detective and one Evidence Technician shall be eligible for the on-call pay per week. This stipend shall be effective January 1, 2026, or the first regular payroll following ratification of this Agreement, whichever occurs later.

NOTE: When a Detective or Evidence Technician accepts a Non-Detective overtime assignment, their overtime rate is calculated upon their individual detective rate.

- e.) Effective the signing of the contract in 2021, the position of Corporal will be recognized as an earned promotional rank with supervisory responsibilities. All current members that have been assigned the rank of Corporal shall be considered promoted into the new positions. Any vacancies shall be filled using the agreed to promotional process.
- f.) In the event a Corporal is assigned by the Chief, or their designee, the responsibility to carry out the duties of a position or rank above that of Corporal for a period of thirty (30) or more consecutive days, the employee shall be paid at the applicable pay rate for that position or rank while so acting, retroactive to the first day of the assignment after thirty-days.

Section 4: Stipends

- a) Field Training Officer (FTO). Effective January 1, 2026, employees who are assigned by the Chief to serve in the capacity of Field Training Officer shall receive a stipend of \$1.00 per hour for every hour worked as long as they hold such assignment. An employee who has been assigned as an FTO by the Chief or their designee may also be assigned as a shift supervisor at the Chief's discretion. This stipend shall be effective January 1,

2026, or the first regular payroll following ratification of this Agreement, whichever occurs later.

- b) School Resource Officer (SRO). Effective July 1, 2026, employees who are assigned by the Chief to serve in the capacity of School Resource Officer shall receive a stipend of \$1.00 per hour for every hour worked as long as they hold such assignment. This stipend shall be effective July 1, 2026.
- c) Education. Effective July 1, 2026, employees in the patrol division and the emergency communications division who hold an advanced degree shall receive an hourly stipend for all hours worked as follows:
 - a. Associate's degree: \$0.50/hour
 - b. Bachelor's degree: \$0.75/hour
 - c. Master's degree: \$1.00/hour
 - d. Military experience: \$1.00/hour (4-year service minimum and honorable discharge required to be eligible)
 - e. Employees shall be required to provide a copy of the proof of degree or service and shall be eligible for only one of the stipends under this subsection; i.e., one degree or military experience stipend, not both.
- d) Employees shall not be eligible to receive more than two stipends offered under any provision of this Agreement at any time.

Section 5: Student Loan Repayment

Effective Jan 1, 2019, as an incentive to have Biddeford be an employer of choice, the City will offer a student loan repayment program.

- 1) All employees are eligible for up to five (5) years of student loan repayment incentive. Each employee is allowed only one five (5) year incentive during their career. Upon notification by the employee to the City and proper documentation to demonstrate compliance with the requirements, the City will make an annual payment directly to employee as an education reimbursement payment, subject to any and all IRS regulations applicable as of the date of payment. The annual payment shall not exceed one thousand eight hundred dollars (\$1,800), even if the amount due exceeds that amount. The annual payment will be made by the City on the next regular payroll following ratification of this Agreement and subsequently in December of each calendar year thereafter as a reimbursement to the employee for student loan payments made in that calendar year.

- 2) Any employee elected to receive this benefit pledges at least ten (10) years of service to the community. If the employee leaves prior to the conclusion of their tenth year, the employee shall pay back to the City ten percent (10%) of the funds paid by the city for each complete year (or part thereof) that employee did not meet the ten-year requirement. For illustration only, if an employee worked 7.5 years for the City, they would owe thirty percent ($10 - 7 = 3 \times 10\% = 30\%$) of the funds paid on their behalf. The City is explicitly authorized to collect those funds upon notice by the employee of separation via the remaining pay unless the employee has otherwise covered the cost.

ARTICLE 12

UNIFORMS

Section 1:

The City will pay the cost of normal acquisition and replacement of uniforms that are worn, damaged or destroyed in the line of duty subject to approval of the Police Chief for Patrol Officers, Corporals, Sergeants, Detectives, Lieutenants, and Captains. The style and color of all uniforms, shoes, boots and associated items will be approved by the Chief of Police.

The list of uniforms and associated items that may be issued based upon job assignment are listed under Appendix B of this Agreement, and items may be added to or deleted as determined by the Chief of Police:

Detectives will be provided with uniforms, as needed, and such uniforms will be replaced as needed: one shirt, one pair of pants, one jacket.

The City further agrees to reimburse employees for the repair or replacement of a personal watch that was damaged, destroyed, or lost while on duty for an amount not to exceed \$40.00 (forty dollars) per incident. Any claims for damage to clothing, eyeglasses and other personal equipment incurred in the performance of duty shall be made to the Police Chief, through the employee's immediate supervisor. The Chief shall determine the appropriate amount of replacement value for such items.

Section 2:

Officers who are required to wear plain clothes shall receive an annual clothing allowance of not more than \$600.00 for personal clothing for performing non-uniformed police duties. The annual clothing allowance based on the prior fiscal year, payable by July 15th of each year, shall not be arbitrarily withheld provided said assigned officers served in that capacity for a period of six (6) consecutive months. In no event, however, shall the combined cost of the clothing allowance and/or uniform replacement exceed the limits noted above in any one fiscal year.

Section 3:

The Police Chief shall determine the uniforms to be worn and the specific equipment issued and worn. Emergency communications specialists shall follow Department policy WD-03-02 Attire Guidelines.

ARTICLE 13

VACATIONS

- a) All bargaining units shall have the amount of vacation pursuant to the following schedule:
More than one (1) year of service, but less than five (5) years of service..... (80) hours
More than five (5) years of service, but less than ten (10) years of service..... (120) hours
More than ten (10) years of service (160) hours
More that fifteen (15) years of service..... (184) hours
More than twenty (20) years of service (200) hours
- b) Approved vacation time may start on any day of the week.
- c) Vacation time may not accumulate from year-to-year, unless approved by the Police Chief as circumstances may require.
- d) For the purpose of this Article, the year shall start on the date of the month of the given employee's date of hire, and shall end on each successive anniversary month thereafter.
- e) Seniority shall be the sole determining factor for assignment of the first fifty percent (50%) of earned vacation time for the calendar year. Vacation requests must be submitted between January 1 and January 15 of each year. After the cut-off date, vacation time will be granted on a first come, first served basis by submitting a written

- request to the Police Chief or their designee at least two (2) days prior to the use of vacation. The Police Chief may waive the two (2) day notice as special circumstances arise. Emergency communications specialist requests will be considered separately from Patrol Officers requests. The Police Chief shall have two (2) business days to approve or deny any requests for vacation made after the initial January 15th period.
- f) Vacations must be taken in equivalents of one (1)-work week increments, for 50% of earned vacation time. The Police Chief may approve the use of whole or half hours, providing that Section E is met and such approval does not create a force of coverage or a hardship upon the shift or unit as determined by the Police Chief.
 - g) If an employee voluntarily transfers from one shift to another shift or one division to another division and their vacation or floating holiday has already been approved prior to the transfer, they must resubmit their request. The transferee shall not bump another employee's approved vacation or floating holiday regardless of seniority.
 - h) Once vacation time is approved, an employee may not change it.
 - i) An employee who is entitled to more than two weeks of vacation may choose to receive compensation for the weeks in excess of two weeks in lieu of taking the vacation time off. No employee may cash in more than two (2) weeks in any given anniversary year. Any employee hired after September 1, 2018 must accumulate three (3) weeks prior to being able to cash in any time in excess of the three (3) weeks. A request for this compensation option must be submitted to the Police Chief.
 - j) At the sole discretion of the City, any employee that is hired as lateral entry consistent with this agreement may also be granted an advanced placement on the vacation schedule, consistent with Article 11. However, any employee granted shall receive no more than two (2) weeks of vacation time during the first year of employment. Said employees will assume the vacation time allotment above upon the first anniversary date of start date for work. Employees who are granted additional vacation accrual as a lateral entry pursuant to this section shall be eligible to accrue and use vacation time at such rate during their probationary period, but shall not be eligible to receive a payout of accrued but unused vacation time if the employees leaves employment for any reason during their first year of employment. If the employee leaves employment after the first year of employment and before two years of employment, the employee shall be eligible for a payout of 50% of accrued vacation time. Following two years of employment, the employee shall be eligible for a payout of accrued vacation time consistent with this Agreement.

- k) Vacation time is recognized by the parties as compliance with Maine's Earned Paid Leave Law (EPL) as enacted in 2020. The first forty (40) hours of vacation time annually may be used in smaller hourly increments and for any reason in compliance with EPL. For the first year of employment only, the first forty (40) hours of earned sick time may be used in compliance with this law.

ARTICLE 14

RETIREMENT

Section 1:

The City agrees to continue to participate in the Maine Public Employees Retirement System (MPERS), which includes the Biddeford Police Department. The City participates in the MPERS Special Benefit Plan 3-C and eligible employees within the law enforcement and emergency communications divisions of the bargaining unit may elect to participate in this plan. Effective July 1, 2010 for service provided after July 1, 2010 and not applicable to service provided prior to July 1, 2010, the City agrees to add the cost of living provision to MPERS. Both the City and the Union agree the City has no retroactive obligations related to its participation in this special benefit plan or the Cost of Living Adjustment plan. It shall be a condition of employment for all new employees to select and participate in the Maine State Retirement System or the 457 plan that is currently being offered under this agreement.

Employees that elect to receive deferred compensation instead of MePERS shall receive a contribution by the City to the employee's 457 Deferred Compensation Plan equal to four percent (4%) of their total gross earnings from wages. In addition, any employee who elects to defer compensation into said plan shall receive an equal matching contribution by the City up to a maximum of four percent (4%) of the employee's total gross earnings from wages.

If during the life of this agreement the City forms a workgroup to study the viability of the City's participation in other retirement plans than those currently offered by the City, two representatives of the Police Department will be included.

Section 2:

The City and the Union agree to establish a retire / rehire program for members of the Biddeford Police Department subject to the terms and conditions set forth in this Section. Any member of the Union who has completed twenty-five (25) years of creditable service with MainePERS, regardless of age, shall be eligible to participate in this program.

Employees who have completed the necessary years of creditable service and who are eligible to retire under applicable MainePERS rules shall provide the Chief with thirty (30) days' notice of their intent to retire. Employees under age 59 ½ may not enter into an agreement with the City to be rehired prior to retirement, but may indicate at the time of notice of intent to retire whether they would be interested in being rehired by the City, subject to position availability and rehire requirements. Employees may not be eligible for rehire if they retired while under investigation or while disciplinary action was pending.

Upon retirement, all employees will be fully separated from service with the City, including termination of all benefits and payout of all accruals as may be required under this Agreement. An employee who has retired and wishes to return to work for the City may opt into this program within twenty-four (24) months following the employee's actual retirement date by providing written notice to the Chief. Rehire by the City will be subject to availability and funding, as well as all pre-employment conditions required by the City. The Chief shall retain the sole discretion to rehire an employee who has retired from the City under this program, taking into consideration past performance and the needs of the Department.

Employees under age 59 ½ may not return to work for the City sooner than thirty (30) days after separating from employment or the employee's effective retirement date, whichever is later. The duration of employment for all employees who are rehired by the City following retirement shall be limited to thirty-six (36) months from the employee's retirement eligibility date. The City, at its sole discretion, may authorize up to an additional twenty four (24) months of participation in the program, for a total rehire period of up to sixty (60) months from the employee's retirement eligibility date, provided that the employee submits a written request for an extension to the Chief at least twelve (12) months in advance of the end of the initial rehire term. The City's decision on any extension request shall be final and not subject to grievance or arbitration.

If rehired by the City following retirement, employees shall be permitted to collect a retirement benefit from MainePERS while continuing to work for the City, subject to all applicable IRS and

MainePERS regulations. Rehired employees shall be solely responsible for any and all taxes and/or penalties assessed as a result of employee's employment with the City under this program, including, but not limited to, any early distribution tax assessed as a result of employee's collection of benefits under the MainePERS retirement plan. Such additional taxes and penalties shall not be subject to negotiation.

If rehired by the City following retirement and for the duration of such employment following retirement, the City shall be responsible for the contribution to MainePERS' Aggregate Unfunded Actuarial Liability (the "AUAL"). Rehired employees may elect to participate in the City's 457 retirement plan, subject to the provisions of the current plan for all other employees, but the City shall not make any matching contributions to said plan during the employee's participation in this program as a rehired retiree.

Upon return-to-work following retirement, employees shall be eligible to receive the rate of pay they received from the City at the time of retirement consistent with the City's lateral hiring practices. Upon rehire, employees will be provided with vacation and sick leave accruals per this Agreement, and their years of service prior to retirement will be considered as continuous upon rehire for purposes of determining the rate of accrual. If an employee separates from employment with the City prior to completing a full year, they will be eligible for a prorated cash out of earned vacation but shall not be eligible for a cash out of earned sick time.

Members who are enrolled in the program will be granted seniority and rank consistent with their seniority and rank at the time of retirement, unless the employee and the Chief agree that the employee may return to work at a lower rank. All other rights that would be afforded to the employee through the Collective Bargaining Agreement (CBA) shall apply except as set forth above. Employees who retire and are rehired under this program shall not be eligible for promotion, unless authorized by the Chief. The City shall not be obligated to provide light duty to employees participating under this program. Employees rehired under this program shall be required to provide a four (4) week notice prior to separation from employment.

The terms of this program are subject to all applicable rules and regulations of MainePERS and the IRS. The parties acknowledge that such rules may change from time to time, which is beyond the control of either party. The City reserves the right to suspend or terminate this program at any time in the event of such changes.

ARTICLE 15

UNION BUSINESS

Authorized representatives of the Union who are employees covered by this Agreement may be paid at the straight time hourly rate when attending grievance meetings or conducting negotiations with the City, subject to the following conditions:

Such meeting is held during said employee's scheduled straight time working hours, and said employee would have worked had they not attended said meeting, and attendance is authorized by the Police Chief.

- a) The time paid for shall be limited to actual meeting time during scheduled straight time working hours, plus necessary time, if any, spent during scheduled straight time working hours in traveling between employee's work location and meeting location.
- b) The City shall not pay more than one (1) union representative at grievance meetings, up to and including meetings with the Police Chief, and no more than two (2) at grievance meetings with the Police Commission.
- c) The City shall not pay more than two (2) union representatives per bargaining unit at negotiations meetings with the City. In no case will the total paid union representatives exceed five (5).
- d) The City shall allow members of the Union to meet together twelve (12) times during the course of one (1) year in the multi-purpose room in the Police Facility Building at the discretion of the elected steward and Police Chief or their designee. On-duty personnel may attend the meetings with pay provided the Police Chief or their designee previously authorizes it.

ARTICLE 16

GRIEVANCE PROCEDURE

The purpose of the grievance procedure shall be to settle all grievances between the City and the Union, or one of its members, as quickly as possible, so as to insure efficiency and to promote employee morale. The adjustment of a grievance shall be pursuant to the following procedure:

- a) The Steward or his designee shall submit the details of such grievance in writing to the immediate supervisor. Within two (2) days thereafter, the immediate supervisor shall meet with the grievant and a Steward of the grievant's bargaining unit for the purpose of adjusting or resolving such grievance.
- b) If such grievance is not resolved or adjusted to the satisfaction of the grievant and Steward, the steward shall within five (5) days, forward the grievance, in writing, to the Police Chief or their designee. Within five (5) days thereafter, the Police Chief or his designee shall meet with the said grievant and Steward of their bargaining unit for the purpose of adjusting or resolving said grievance.
- c) If such grievance is not adjusted or resolved to the satisfaction of the grievant and steward, then the Union shall, within ten (10) days, notify the City Manager in writing. The City Manager shall meet with the Union for the purpose of adjusting or resolving such grievance within ten (10) days of being notified by the Union in writing, or the Union's delegate in writing.
- d) If the grievance is not resolved to the satisfaction of the Union within ten (10) days after said meeting with the City Manager, the Union may, within (10) days, request that the grievance be submitted to arbitration. The City and the Union shall have ten (10) days after said request to agree upon an arbitrator. If the Union and the City cannot agree on an arbitrator, the Union may, within five (5) days thereafter, submit the grievance to the Maine State Board of Arbitration and Conciliation. The rules of the Maine State Board of Arbitration and Conciliation shall govern the procedure for the selection of the arbitrator and the arbitration procedure.
- e) The decision of the arbitrator shall be binding on all matters contained in this Agreement, which may be binding.
- f) The time limits for processing the grievance may be extended by written consent of the parties executed before the expiration of the time limits prescribed.
- g) All grievances shall be filed no later than seven (7) days after the occurrence of the event or knowledge by the employees of the event giving rise to the grievance.
- h) The parties shall bear equally the expense of the arbitrator. All other expenses attendant to arbitration shall be borne by the party incurring them, including cost of transcript and expenses of any witnesses called.
- i) The City of Biddeford recognizes the right of the Union to make a reasonable investigation of the circumstances surrounding any grievance; the City further agrees to cooperate with the Union in all such investigations.

** For the purpose of this Article, days are to mean business days. Business days are defined as Monday to Friday excluding holidays.

ARTICLE 17

BEREAVEMENT LEAVE

- a) Leave of absence for no more than five (5) working days with pay for the scheduled working hours missed will be granted in the case of a death in the employee's immediate family. "Immediate family" shall mean spouse, parents, children, significant other, siblings, partners of parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepparents, stepchildren, current or former foster children, foster parents, or any other relative living in the same household as the employee. Leave of absence for no more than three (3) working days with pay for the scheduled working hours missed will be granted in the case of a death in the employee's grandparents, step grandparents, grandchildren, step grandchildren, cousins, siblings of parents, and children of siblings. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral. Employees must notify the Police Chief for such absences with proof of relationship. The Police Chief shall have discretion to grant additional days for bereavement leave or bereavement leave for other familial connections depending on the circumstances.
- b) The Police Chief shall allow absence with straight hourly pay for up to one (1) day for time necessary to attend a funeral of the following relatives: aunt, uncle, niece, nephew, or any other relative who may be living in the same household.
- c) If an above-named individual should die while the employee is on vacation leave, holiday leave, sick leave or personal leave, and other leave, they are not to be paid for these additional days nor are they to receive any additional days off. Bereavement entitlement that is authorized under the conditions prescribed in Article 17(a) and Article 17(b) will be granted and the appropriate paid leave be credited accordingly.
- d) Additional paid time off may be granted at the sole discretion of the Police Chief charged to the employee's other accumulated leave.

ARTICLE 18

AVAILABILITY OF AGREEMENT

The City will make readily available to each employee a full and complete electronic copy of this bargaining agreement from which employees may copy or print this agreement in whole or in part.

ARTICLE 19

EQUIPMENT

The City agrees to provide all necessary equipment other than provided in Article 12 to perform duties related to police work as determined by the Biddeford Police Chief.

ARTICLE 20

SENIORITY

- a) Seniority will be determined as follows:
 - 1st by rank
 - 2nd if employees are of equal rank, then by date of rank, or date of appointment
 - 3rd if date of rank or date of appointment is the same, then by the last date of hire as an employee with the City of Biddeford Police Department.
- b) Seniority shall be a factor when considering job openings, promotions, and work shift assignments. However, seniority will not be invoked for the purpose of work shift assignments or job openings unless a work shift vacancy or job opening has already been created.
- c) However, in the case of lay-off, an employee within the Captains, Corporal / Sergeant, Detectives and Patrol Officers Bargaining Units may bump a junior employee in an equal rank or lower classification.
- d) Seniority shall be the sole determining factor for fifty percent (50%) of earned vacation weeks for the calendar year. These vacation requests must be submitted between January 1 and January 15 of each year. After the cut-off date, vacation time will be determined by a first come, first serve basis, by submitting a written request to the Police Chief or their

designee at least two (2) days prior to the use of vacation. On a case-by-case basis, the Police Chief may waive the two (2) day notice as special circumstances arise.

- e) Seniority based on the date of hire shall include all Police Department non-supervisory employees for vacation purposes.

ARTICLE 21

UNION SECURITY

- a) Membership in the Local union is not compulsory; membership in the Local union is separate, apart and distinct from the assumption by an employee of their equal obligation to the extent that they receive 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 an employee is a member of the Union. The terms of this agreement have been made for all employees in the bargaining unit and not for members in the Local Union.
- b) 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 pays their own way and assumes their fair share of the obligations along with the grant of equal benefits contained in this Agreement.
- c) Employees in good standing laid off in accordance with Article 20 for reasons other than disciplinary action shall have recall rights to their position for not more than twelve (12) months from the effective date of layoff with no wage and benefit reduction.

Section 1: Union Membership

All employees who are members of the Union as of the date of this Agreement and all employees who hereafter become members of the Union, shall, as a condition of employment, maintain their membership in good standing in the Union for the duration of this Agreement.

Section 2:

The Union shall indemnify, defend and hold the employer 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 22

GENDER

The use of gender nouns or pronouns is not intended to describe any specific employee or group of employees but it is intended to refer to all employees in job classifications, regardless of sex or identity.

ARTICLE 23

POLICE VEHICLES

The City agrees to maintain all police vehicles in a safe status that will pass at a certified inspection station.

Action to remedy any noted discrepancies shall be initiated by the City forthwith and corrected within a reasonable time.

The City shall welcome all written requests from any employee for safety features or other suggestions for any existing police vehicle or when ordering new police vehicles. The Police Chief shall review each request with the employee and make a decision as to the merits of it.

ARTICLE 24

NO STRIKE

There shall be no stoppage of work or slow-down by the Union nor any lockout by the City during the life of this Agreement.

ARTICLE 25

UNION STEWARD

- a) At no time shall an employee be forced not to have the Union Steward of their bargaining unit with them while going before any officer of the Department making any charges, or before being disciplined or for any other reason.
- b) No Union Steward shall be transferred, without their prior approval in writing, to any other shift unless it can be proven that their job performance is unsatisfactory or unless promoted to a higher rank.

- c) If the bargaining unit steward is unavailable or there is a conflict, then the employee will have the right of their choice of steward.

ARTICLE 26

OVERTIME

a) Employees shall be paid at the rate of one and one half (1½) times their regular hourly rate for all hours worked in excess of the weekly average of forty (40) hours in a pay week. Hours worked shall include paid sick leave, vacation, bereavement leave, holidays, and Worker's Compensation paid time off. In the event an employee who is an active reservist with the military attends a weekend drill assignment that causes the employees hours worked to fall below their regularly scheduled hours of work, the City agrees to pay the employee for the difference between the employee's hours worked and their regular 40-hour work week pay; however, such pay shall be paid at straight time and the hours shall not count as hours worked for purposes of calculating overtime.

- b)
1. Separate files, one for Patrol Officers and one for Corporals, Sergeants, and Lieutenants shall be used by the on-duty shift supervisor.
 2. Employees, upon acceptance or refusal of overtime, will be rotated to the rear of the file. If an employee cannot be contacted, is on vacation, sick leave, or other authorized leave, or is working a police detail which extends beyond the starting period of overtime hours, their position in the file will not change.
 3. Corporals and sergeants will not fill Patrol Officers vacancies unless all available full and part-time Patrol Officers have refused. Lieutenants may fill supervisor vacancies but MAY NOT fill Patrol Officer vacancies
 4. The City will distribute overtime in as fair and equitable a manner as circumstances and job requirements will permit, and in accordance with Department Standard Operating Procedures (S.O.P) 02-10 and 07-01. . (The Police Chief or designee will oversee Records of overtime.)

ARTICLE 27

IN-SERVICE TRAINING

All required in-service training shall be paid in accordance to Article 26, Section A. In order to be eligible to receive compensation for attendance of required in-service training classes, the employee must successfully complete the requirements of the particular course of instructions being attempted. Failure to meet the requirements of a particular subject matter will result in nonpayment, and the employee may be required to retake the area of instruction failed. After two (2) failures, the employee may be reassigned or disciplined. The City further agrees to offer at least thirty (30) hours of in-service training per calendar year.

ARTICLE 28

EMPLOYEE RIGHTS

To ensure that an internal investigation of any employee involving non-criminal conduct assigned to an internal affairs investigator by the Chief of Police will be 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) Before any witness (excluding the complainant) is interviewed regarding an employee's conduct, the employee being investigated must be made aware of the investigation, and shall be requested to sign a document acknowledging their awareness. Upon refusal to sign, it shall be noted on the appropriate form. A witness must be shown the acknowledgement, if requested, prior to any questioning.
- B) As much as possible, the interview will be conducted in and at a reasonable time, taking into consideration the working hours of the employee and the legitimate interests of the department. The official conducting the investigation must advise the employee that an official investigation is being conducted. The investigating officer must inform the employee of the nature of the alleged conduct which is the subject of the investigation. The employee shall be informed of their rights under Garrity, and the complainant shall be identified. If it is known that the employee being interviewed is a witness only, they shall be so informed. If called in for an interview while off-duty, the employee shall be compensated at their regular rate of pay.
- C) The interview shall be conducted with the maximum amount of confidentiality possible.
- D) The interview of an employee suspected of violating departmental rules and regulations shall be limited to questions which are directly related to the employee's involvement in the alleged violation.

- E) The interview may not be conducted by more than two (2) interviewers at any one time.
- F) No employee shall be forced to submit to a polygraph examination against their wishes by fear of penalty.
- G) An investigation shall be conducted without unreasonable delay, and the employee shall be advised of the final outcome of the investigation within twenty (20) business days of the initiation of the investigation. If, for any reason, the investigation cannot be concluded within the time limit, the employee being investigated shall be given an explanation of the delay and be advised of the outcome as soon as the investigation is completed.
- H) If the results of an investigation against an employee prove that the charges are unfounded, then it shall be so noted in the final report of the investigation.
- I) An employee shall have the right to a private or public hearing if they so desire.
- J) An employee suspended for other than final disciplinary action shall receive their regular weekly pay, not to exceed forty-five (45) working days.
- K) An employee suspended for an external investigation shall receive their regular weekly pay up to forty-five (45) days; the Police Chief may extend the amount of paid days off for good and valid reasons.

If an employee is under arrest, or if the employee is a suspect or the target of a criminal investigation that makes them likely to be under arrest, the employee shall be afforded all rights granted under such circumstances to any other person. If the matter being investigated is to be handled administratively only, then the interviewer shall advise the employee of their rights under Garrity. Otherwise, the employee must be advised of their Miranda rights as required of any other person under similar circumstances.

An employee being investigated for a criminal offense may have an attorney present at any time during the interview. The employee shall be afforded a reasonable opportunity and facilities to conduct and consult privately with an attorney and/or the Union.

ARTICLE 29

BULLETIN BOARD

The City shall furnish a bulletin board of at least four (4) feet by four (4) feet, for any and all Union matters to be posted by the proper Steward. This board shall be placed in a suitable location that is agreeable to by the Chief of Police and the Union.

ARTICLE 30

WORK RULES

The Union shall be permitted to make suggestions regarding departmental rules and regulations. These suggestions will be submitted in writing by the Union to the Police Chief.

ARTICLE 31

PART-TIME WORK

Any officer of the department who engages in employment outside of their regular duty hours shall be subject to call at any time to perform the duties and fulfill their responsibilities of the Department. Further, any claims which may arise out of their part-time service will not be chargeable in any form for benefits for which the City is responsible. Part-time work shall include work for another municipality as a part-time law enforcement officer. Should their efficiency and productivity with the City of Biddeford be affected adversely as determined by the Police Chief, the officer performing such part-time work may be required to submit a letter of resignation terminating such part-time work within two (2) weeks except when that two (2) week notice in the opinion of the Police Chief would cause an extreme hardship on the primary employer. Proof of such resignation shall be given to the Police Chief. The foregoing limitations do not apply to a “mutual aid” when agreed to by the City of Biddeford.

ARTICLE 32

CONSUMER PAID DETAILS

Outside assignments (consumer paid details) shall be administered by the Police Chief or their designee. No personnel shall accept outside assignments on an individual basis. Part-time officers shall only work assignments or overtime when regular employees are not available.

Officers working consumer paid details shall be paid a flat rate of one hundred dollars (\$100.00) per hour for a minimum of four (4) hours.

The provisions of this Article become effective upon the signing of this Agreement.

ARTICLE 33

CALL BACK TIME

Whenever an employee is called to work outside of their regularly scheduled working hours, they shall be paid a minimum of four (4) hours pay at the rate of one and a half times the officer's base hourly rate. Any off-duty attendance required by the City at District Court or Superior Court or the Department of Motor Vehicle Hearings will be compensated for by the City at the rate of one and one half (1½) the officer's base hourly rate and the minimum pay shall be for four (4) hours. Further, any monies received by the officer(s) from other sources for such services shall be returned to the City as offsets. Such payments by the City shall be made on the next pay date after such services.

An employee who has reported for work prior to or just after the actual beginning or termination of their shift, is in full uniform, and responds to an emergency from the Police Station shall be paid the applicable overtime rate for the duration of the emergency or for a minimum of one (1) hours of pay, whichever is greater.

ARTICLE 34

WORK WEEK

The normal workweek is that which is currently in effect. The City and the Union will negotiate any changes to the hours of work. The Police Chief shall determine specific hours of work. The City and the Union entered into a Memorandum of Understanding effective October 26, 2023 regarding the work schedule for the Patrol Division, as set forth in Appendix G hereto. The parties agree to continue the schedule as outlined in the foregoing MOU until an alternative schedule may be negotiated and agreed upon by both parties.

ARTICLE 35

SIGNS POSTED

The City agrees to place the responsibilities of the preparation for an adequate number of temporary no parking signs by the appropriate agencies who wish the signs to be posted. The Police Department shall post them.

ARTICLE 36

ACCESS TO PREMISES

Authorized agents of the Union shall, upon notifying the Police Chief or their designee, have access to the employer's establishment, including the Biddeford Police Department headquarters, during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to.

ARTICLE 37

PERSONNEL RECORDS

- a) All personnel records, including home addresses, telephone number, and pictures of employees, shall be confidential and never released to any person other than the officials of the Biddeford Police Department, except upon subpoena from a competent court of law or upon written authorization of the employee, unless it invokes a criminal investigation.
- b) Upon request, an employee shall have the right to inspect their official personnel records wherever kept. Inspection shall be during regular business hours of the respective repository and be conducted under the supervision of the Biddeford Police Department. An employee

shall have the right to make duplicate copies for their own use. No record(s) shall be withheld from a member's inspection.

- c) An employee shall have the right to include in their personnel records written refutation of any material they consider to be detrimental and submitted in time for process according to Article 16.
- d)

ARTICLE 38

WEEKLY PAY DAY

The City agrees to have all weekly paychecks delivered, if possible, on each Wednesday.

Employees going on vacation shall receive up to three (3) weeks earned vacation pay in advance, if requested, provided advance notice of at least fourteen (14) days is given.

ARTICLE 39

LEGAL AID AND PROTECTION

The City shall provide Police Professional Liability Coverage for employees covered by this Agreement to the extent and limits stated in such policy of insurance. Such insurance policy shall cover the employee when sued for damages as a result of acts as stated, defined, and limited in said policy which arises out of and in the regular course of duty. The limits of liability coverage shall be as stated, defined, and limited in said policy but shall meet or exceed the limits of the Maine Tort Claim Act.

ARTICLE 40

DISCIPLINARY ACTION

It is recognized that on occasion it is necessary to enforce rules by means of corrective disciplinary action.

In those instances where the employee's conduct or job performance requires corrective action, the normal course of action is in accordance with the current practice recognizing that corrective

action must be performed within a reasonable time after the realization of the infraction or appraisal to be effective.

ARTICLE 41

HEALTH CLUB REIMBURSEMENT

The City agrees to reimburse Unit members for the difference between what the Health Insurance Company provides and the cost of membership at a health club. The City will reimburse for a health club membership up to a maximum of \$20 per month per unit member. In addition, the unit member must provide the Police Chief with proof of attendance.

ARTICLE 42

DURATION OF AGREEMENT

Section 1:

This Agreement shall be effective as of July 1, 2025, and it shall remain in full force and effect until June 30, 2028. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations process.

Section 2:

In the event that either party desires to terminate this Agreement, written notice of desire to cancel or terminate the Agreement must be given to the other party not less than sixty (60) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

Section 3:

In the event of inadvertent failure by either party to give the notice set forth in Sections 1 and 2 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of the Agreement shall be the sixty-first (61) day following such notice.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this _____
day of _____, 2025, to be effective as of July 1, 2025 (unless otherwise noted).

FOR THE CITY

FOR TEAMSTERS LOCAL NO. 340

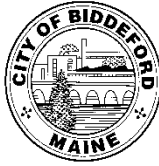
CITY MANAGER

BRETT MILLER, PRESIDENT

ED MARZANO, SECRETARY /
TREASURER

CHRIS SHEPARD, BUSINESS
AGENT

APPENDIX A



City of Biddeford Police Department

DOMESTIC PARTNER AFFIDAVIT

I, _____ and _____ certify that we have been in a relationship for _____ (_____) years and intend to remain so indefinitely, neither one of us is married to anyone else, we are both at least eighteen (18) years of age, we are not related by blood to a degree that would prohibit marriage in the State of Maine, and that we are jointly responsible for each other's common welfare, share significant financial obligations, and share our primary residence.

The employee agrees to notify the City of Biddeford in writing within thirty-one days of any termination of our domestic partnership. A written termination statement shall affirm that the partnership is terminated and that a copy of the termination statement has been mailed to the other partner.

Signed and dated this _____ day of _____ (month) _____ (year).

Employee Signature _____

Domestic Partner Signature _____

Notary Public Signature _____

My Commission Expires _____

APPENDIX B

UNIFORM LIST

Below, is a list of items that may be issued based upon job assignment, as determined by the Chief of Police and in accordance with Article 12 of this Agreement. Accordingly, not all items are issued to each member.

- 1 – Five Star Hat
- 1 – Rain Hat Cover
- 1 – Hat, Knit (Watch Cap)
- 2 – Baseball hats
- 3 – Class B Short-sleeve Uniform Shirt(s)
- 3 – Class B Long-sleeve Uniform Shirt(s)
- 3 – Class B Uniform Pants
- 3 – shorts
- 1 – All Season Jacket
- 1 – Winter Jacket
- 1 – BDU Shirt/Pants (Class C subdued)
- 1 – Class A Uniform (L/S Shirt and Pants)
- 1 pair – Shoes (or) Summer Boots (black) (\$135 max)
- 1 pair – Winter Boots (black) (\$185 max)
- 1 pair – Bicycle shoes
- 1 – Rain Jacket(black/hi-vis)
- 1 – Traffic Safety Vest
- 1 – Neckties (Navy)
- 1 – Tie Bar
- 1 – Belt, Sam Brown, Leather
- 1 – Belt, Sam Brown, Nylon
- 1 – Duty Holster (black)
- 1 – Drop down holster
- 1 – Off duty holster
- 1 – Magazine Pouch, Leather
- 1 – Magazine Pouch, Nylon
- 1 – Taser holster
- 1 – Handcuff Case, Nylon
- 2 – Handcuffs (Hinged or Chain)
- 2 – Handcuff Pouch, Leather or Nylon
- 4 – Belt Keepers, Leather or Nylon
- 1 – Hat Shield
- 1 – Shirt Shield
- 1 – Velcro badge
- 1 set – Collar Brass (chrome)
- 1 – Knife (\$75 max)

- 1 pair – Winter Gloves
- 1 pair – Search Gloves
- 1 – Name Tags
- 1 – Whistle – Chain - Hook (chrome)
- 1 – Strion Flashlight & Holder
- 1 – Pouch, OC Spray, Leather
- 1 – Pouch, OC Spray, Nylon
- 1 – Bag, cruiser
- 1 – Leather Glove Pouch
- 1 – TLR-1 HL
- CAT-7 Tourniquet & Celox
- CAT-7 Tourniquet holder
- Ballistic Vest
- External Carrier(s)
- 2 - Speed Plates
- Portable Radio
- Radio Microphone
- Radio Holder
- Radio Earpiece
- Radio Charger
- Microphone Loop (Vest Carrier)
- Handgun
- CEW
- Defensive Spray
- Weapon Magazines
- Ammunition

APPENDIX C

WAGES

PATROL		Current	July 1 2025	July 1 2026	July 1 2027
			4.00%	4.00%	4.00%
	Start	\$35.36	\$36.77	\$38.25	\$39.78
	After 1	\$36.35	\$37.80	\$39.32	\$40.89
	After 2	\$37.32	\$38.81	\$40.37	\$41.98
	After 3	\$38.33	\$39.86	\$41.46	\$43.12
	After 6	\$39.09	\$40.65	\$42.28	\$43.97
	After 8	\$40.30	\$41.91	\$43.59	\$45.33
	After 10	\$41.27	\$42.92	\$44.64	\$46.42
	After 13	\$42.78	\$44.49	\$46.27	\$48.12
	After 16	\$43.53	\$45.27	\$47.08	\$48.97
	After 19	\$44.71	\$46.50	\$48.36	\$50.29

CORPORAL		Current	July 1 2025	1	3	6	8	10	14	16
DET./ET			4% over Patrol scale	Steps based on longevity in position - 2.5% per step						
Placement on scale when promoted	After 2	\$39.07	\$ 40.37	\$41.37	\$42.41	\$43.47	\$44.56	\$45.67	\$46.81	\$47.98
	After 3	\$40.08	\$ 41.46	\$42.49	\$43.56	\$44.65	\$45.76	\$46.91	\$48.08	\$49.28
	After 6	\$40.84	\$ 42.28	\$43.34	\$44.42	\$45.53	\$46.67	\$47.84	\$49.03	\$50.26
	After 8	\$42.05	\$ 43.59	\$44.68	\$45.80	\$46.94	\$48.11	\$49.32	\$50.55	\$51.81
	After 10	\$43.02	\$ 44.64	\$45.75	\$46.90	\$48.07	\$49.27	\$50.50	\$51.77	\$53.06
	After 15	\$44.53	\$ 46.27	\$47.43	\$48.61	\$49.83	\$51.07	\$52.35	\$53.66	\$55.00
	After 20	\$45.28	\$ 47.08	\$48.26	\$49.47	\$50.70	\$51.97	\$53.27	\$54.60	\$55.97
	After 22	\$46.46	\$ 48.36	\$49.57	\$50.81	\$52.08	\$53.38	\$54.71	\$56.08	\$57.48

CORPORAL		1-Jul-25	1-Jul-26	1	3	6	8	10	14	16
DET./ET			4.00%	Steps based on longevity in position - 2.5% per step						
Placement on scale when promoted	After 2	\$40.37	\$ 41.98	\$43.03	\$44.11	\$45.21	\$46.34	\$47.50	\$48.68	\$49.90
	After 3	\$41.46	\$ 43.12	\$44.19	\$45.30	\$46.43	\$47.59	\$48.78	\$50.00	\$51.25
	After 6	\$42.28	\$ 43.97	\$45.07	\$46.20	\$47.35	\$48.54	\$49.75	\$50.99	\$52.27
	After 8	\$43.59	\$ 45.33	\$46.47	\$47.63	\$48.82	\$50.04	\$51.29	\$52.57	\$53.89
	After 10	\$44.64	\$ 46.42	\$47.58	\$48.77	\$49.99	\$51.24	\$52.52	\$53.84	\$55.18
	After 15	\$46.27	\$ 48.12	\$49.32	\$50.56	\$51.82	\$53.12	\$54.45	\$55.81	\$57.20
	After 20	\$47.08	\$ 48.97	\$50.19	\$51.44	\$52.73	\$54.05	\$55.40	\$56.78	\$58.20
	After 22	\$48.36	\$ 50.29	\$51.55	\$52.84	\$54.16	\$55.51	\$56.90	\$58.32	\$59.78

CORPORAL		1-Jul-26	July 1 2027	1	3	6	8	10	14	16
DET./ET			4%	Steps based on longevity in position - 2.5% per step						
Placement on scale when promoted	After 2	\$41.98	\$ 43.66	\$44.75	\$45.87	\$47.02	\$48.19	\$49.40	\$50.63	\$51.90
	After 3	\$43.12	\$ 44.84	\$45.96	\$47.11	\$48.29	\$49.50	\$50.73	\$52.00	\$53.30
	After 6	\$43.97	\$ 45.73	\$46.87	\$48.04	\$49.25	\$50.48	\$51.74	\$53.03	\$54.36
	After 8	\$45.33	\$ 47.15	\$48.32	\$49.53	\$50.77	\$52.04	\$53.34	\$54.67	\$56.04
	After 10	\$46.42	\$ 48.28	\$49.49	\$50.72	\$51.99	\$53.29	\$54.62	\$55.99	\$57.39
	After 15	\$48.12	\$ 50.05	\$51.30	\$52.58	\$53.89	\$55.24	\$56.62	\$58.04	\$59.49
	After 20	\$48.97	\$ 50.92	\$52.20	\$53.50	\$54.84	\$56.21	\$57.62	\$59.06	\$60.53
	After 22	\$50.29	\$ 52.30	\$53.61	\$54.95	\$56.33	\$57.73	\$59.18	\$60.66	\$62.17

SERGEANT			Current	July 1 2025	1	3	6	8	10	14	16
				4% over Corporal scale	Steps based on longevity in position - 2.5% per step						
Placement on scale when promoted	After 3	\$47.16	\$	43.12	\$44.19	\$45.30	\$46.43	\$47.59	\$48.78	\$50.00	\$51.25
	After 6	\$48.40	\$	43.97	\$45.07	\$46.20	\$47.35	\$48.54	\$49.75	\$50.99	\$52.27
	After 8	\$49.70	\$	45.33	\$46.47	\$47.63	\$48.82	\$50.04	\$51.29	\$52.57	\$53.89
	After 10	\$51.11	\$	46.42	\$47.58	\$48.77	\$49.99	\$51.24	\$52.52	\$53.84	\$55.18
	After 15	\$52.45	\$	48.12	\$49.32	\$50.56	\$51.82	\$53.12	\$54.45	\$55.81	\$57.20
	After 20	\$53.88	\$	48.97	\$50.19	\$51.44	\$52.73	\$54.05	\$55.40	\$56.78	\$58.20
	After 22	\$54.95	\$	50.29	\$51.55	\$52.84	\$54.16	\$55.51	\$56.90	\$58.32	\$59.78

SERGEANT			1-Jul-25	1-Jul-26	1	3	6	8	10	14	16
				4.00%	Steps based on longevity in position - 2.5% per step						
Placement on scale when promoted	After 3	\$43.12	\$	44.84	\$45.96	\$47.11	\$48.29	\$49.50	\$50.73	\$52.00	\$53.30
	After 6	\$43.97	\$	45.73	\$46.87	\$48.04	\$49.25	\$50.48	\$51.74	\$53.03	\$54.36
	After 8	\$45.33	\$	47.15	\$48.32	\$49.53	\$50.77	\$52.04	\$53.34	\$54.67	\$56.04
	After 10	\$46.42	\$	48.28	\$49.49	\$50.72	\$51.99	\$53.29	\$54.62	\$55.99	\$57.39
	After 15	\$48.12	\$	50.05	\$51.30	\$52.58	\$53.89	\$55.24	\$56.62	\$58.04	\$59.49
	After 20	\$48.97	\$	50.92	\$52.20	\$53.50	\$54.84	\$56.21	\$57.62	\$59.06	\$60.53
	After 22	\$50.29	\$	52.30	\$53.61	\$54.95	\$56.33	\$57.73	\$59.18	\$60.66	\$62.17

SERGEANT			1-Jul-26	1-Jul-27	1	3	6	8	10	14	16
				4%	Steps based on longevity in position - 2.5% per step						
Placement on scale when promoted	After 3	\$44.84	\$	46.63	\$47.80	\$49.00	\$50.22	\$51.48	\$52.76	\$54.08	\$55.43
	After 6	\$45.73	\$	47.56	\$48.75	\$49.97	\$51.22	\$52.50	\$53.81	\$55.15	\$56.53
	After 8	\$47.15	\$	49.03	\$50.26	\$51.51	\$52.80	\$54.12	\$55.47	\$56.86	\$58.28
	After 10	\$48.28	\$	50.21	\$51.47	\$52.75	\$54.07	\$55.42	\$56.81	\$58.23	\$59.69
	After 15	\$50.05	\$	52.05	\$53.35	\$54.68	\$56.05	\$57.45	\$58.89	\$60.36	\$61.87
	After 20	\$50.92	\$	52.96	\$54.28	\$55.64	\$57.03	\$58.46	\$59.92	\$61.42	\$62.95
	After 22	\$52.30	\$	54.40	\$55.76	\$57.15	\$58.58	\$60.04	\$61.54	\$63.08	\$64.66

LIEUTENANT			Current	July 1 2025	1	3	6	8	10	14	16
				5% over Sergeant scale	Steps based on longevity in position - 2.5% per step						
Placement on scale when promoted		After 5	\$49.90	\$ 46.17	\$47.32	\$48.51	\$49.72	\$50.96	\$52.24	\$53.54	\$54.88
		After 8	\$51.20	\$ 47.60	\$48.79	\$50.01	\$51.26	\$52.54	\$53.85	\$55.20	\$56.58
		After 10	\$52.61	\$ 48.74	\$49.96	\$51.21	\$52.49	\$53.80	\$55.15	\$56.53	\$57.94
		After 15	\$53.95	\$ 50.53	\$51.79	\$53.09	\$54.41	\$55.77	\$57.17	\$58.60	\$60.06
		After 20	\$55.38	\$ 51.41	\$52.70	\$54.02	\$55.37	\$56.75	\$58.17	\$59.62	\$61.11
		After 22	\$56.45	\$ 52.81	\$54.13	\$55.48	\$56.87	\$58.29	\$59.75	\$61.24	\$62.77

LIEUTENANT			1-Jul-25	1-Jul-26	1	3	6	8	10	14	16
				4.00%	Steps based on longevity in position - 2.5% per step						
Placement on scale when promoted		After 5	\$46.17	\$ 48.02	\$49.22	\$50.45	\$51.71	\$53.00	\$54.33	\$55.68	\$57.08
		After 8	\$47.60	\$ 49.50	\$50.74	\$52.01	\$53.31	\$54.64	\$56.01	\$57.41	\$58.84
		After 10	\$48.74	\$ 50.69	\$51.96	\$53.26	\$54.59	\$55.96	\$57.36	\$58.79	\$60.26
		After 15	\$50.53	\$ 52.55	\$53.86	\$55.21	\$56.59	\$58.00	\$59.45	\$60.94	\$62.46
		After 20	\$51.41	\$ 53.47	\$54.81	\$56.18	\$57.58	\$59.02	\$60.50	\$62.01	\$63.56
		After 22	\$52.81	\$ 54.92	\$56.29	\$57.70	\$59.14	\$60.62	\$62.14	\$63.69	\$65.28

LIEUTENANT			1-Jul-26	1-Jul-27	1	3	6	8	10	14	16
				4%	Steps based on longevity in position - 2.5% per step						
Placement on scale when promoted		After 5	\$48.02	\$ 49.94	\$51.19	\$52.46	\$53.78	\$55.12	\$56.50	\$57.91	\$59.36
		After 8	\$49.50	\$ 51.48	\$52.77	\$54.09	\$55.44	\$56.83	\$58.25	\$59.70	\$61.20
		After 10	\$50.69	\$ 52.72	\$54.04	\$55.39	\$56.78	\$58.20	\$59.65	\$61.14	\$62.67
		After 15	\$52.55	\$ 54.65	\$56.02	\$57.42	\$58.85	\$60.32	\$61.83	\$63.38	\$64.96
		After 20	\$53.47	\$ 55.61	\$57.00	\$58.42	\$59.88	\$61.38	\$62.92	\$64.49	\$66.10
		After 22	\$54.92	\$ 57.12	\$58.54	\$60.01	\$61.51	\$63.05	\$64.62	\$66.24	\$67.89

COMMUNICATIONS MANAGER				
	Current	July 1 2025	July 1 2026	July 1 2027
		New - Dispatch Years +	4.00%	4.00%
Start	Not Eligible			
After 1				
After 2				
After 3	\$40.50	\$41.58	\$43.24	\$44.97
After 6	\$40.50	\$42.62	\$44.32	\$46.10
After 8	\$40.50	\$43.68	\$45.43	\$47.24
After 10	\$40.50	\$44.78	\$46.57	\$48.43
After 15	\$40.50	\$46.01	\$47.85	\$49.76
After 20	\$41.47	\$47.27	\$49.16	\$51.13
After 25	\$42.51	\$48.57	\$50.51	\$52.53

COMMUNICATIONS SPECIALIST				
	Current	July 1 2025	July 1 2026	July 1 2027
		4.00%	4.00%	4.00%
Start	\$32.81	\$34.12	\$35.49	\$36.91
After 1	\$33.20	\$34.53	\$35.91	\$37.35
After 2	\$33.97	\$35.33	\$36.74	\$38.21
After 3	\$34.83	\$36.22	\$37.67	\$39.18
After 6	\$35.69	\$37.12	\$38.60	\$40.15
After 8	\$36.59	\$38.05	\$39.58	\$41.16
After 10	\$37.51	\$39.01	\$40.57	\$42.19
After 15	\$38.50	\$40.04	\$41.64	\$43.31
After 20	\$39.47	\$41.05	\$42.69	\$44.40
After 25	\$40.51	\$42.13	\$43.82	\$45.57

PROFESSIONAL STANDARDS MANAGER				
	Current	July 1 2025	July 1 2026	July 1 2027
	CALEA	NEW	4.00%	4%
Current	Scale			
Start	\$26.31	\$29.70	\$30.89	\$32.12
After 1	\$27.10	\$30.89	\$32.13	\$33.41
After 2	\$30.48	\$32.12	\$33.40	\$34.74
After 3	\$31.41	\$33.41	\$34.75	\$36.14
After 6	\$32.34	\$34.74	\$36.13	\$37.57
After 8	\$33.32	\$36.13	\$37.58	\$39.08
After 10	\$34.33	\$37.58	\$39.08	\$40.65
After 15	\$35.34	\$39.08	\$40.64	\$42.27
After 20	\$36.39	\$40.65	\$42.28	\$43.97
After 25	\$37.49	\$42.27	\$43.96	\$45.72

DATA ANALYST				
	Current	July 1 2025	July 1 2026	July 1 2027
	CALEA	NEW	4.00%	4%
Current	Scale			
Start	\$26.31	\$29.70	\$30.89	\$32.12
After 1	\$27.10	\$30.89	\$32.13	\$33.41
After 2	\$30.48	\$32.12	\$33.40	\$34.74
After 3	\$31.41	\$33.41	\$34.75	\$36.14
After 6	\$32.34	\$34.74	\$36.13	\$37.57
After 8	\$33.32	\$36.13	\$37.58	\$39.08
After 10	\$34.33	\$37.58	\$39.08	\$40.65
After 15	\$35.34	\$39.08	\$40.64	\$42.27
After 20	\$36.39	\$40.65	\$42.28	\$43.97
After 25	\$37.49	\$42.27	\$43.96	\$45.72

RECORDS TECH				
	Current	July 1 2025	July 1 2026	July 1 2027
	CALEA	4.00%	4.00%	4.00%
Current	Scale			
Start	\$23.73	\$24.68	\$25.67	\$26.69
After 1	\$25.81	\$26.84	\$27.92	\$29.03
After 2	\$26.56	\$27.62	\$28.73	\$29.88
After 3	\$27.37	\$28.46	\$29.60	\$30.79
After 6	\$28.18	\$29.31	\$30.48	\$31.70
After 8	\$29.02	\$30.18	\$31.39	\$32.64
After 10	\$29.89	\$31.09	\$32.33	\$33.62
After 15	\$30.77	\$32.00	\$33.28	\$34.61
After 20	\$31.70	\$32.97	\$34.29	\$35.66
After 25	\$32.64	\$33.95	\$35.30	\$36.72

MAINTENANCE					
	Current	Proposed	July 1 2025	July 1 2026	July 1 2027
	Scale	Scale	4.00%	4.00%	4.00%
Current					
Start	\$27.28	\$ 27.28	\$ 28.37	\$ 29.51	\$ 30.69
After 1		\$ 27.96	\$ 29.08	\$ 30.24	\$ 31.45
After 2		\$ 28.66	\$ 29.81	\$ 31.00	\$ 32.24
After 3		\$ 29.38	\$ 30.55	\$ 31.77	\$ 33.05
After 6		\$ 30.11	\$ 31.32	\$ 32.57	\$ 33.87
After 8		\$ 30.86	\$ 32.10	\$ 33.38	\$ 34.72
After 10		\$ 31.64	\$ 32.90	\$ 34.22	\$ 35.59
After 15		\$ 32.43	\$ 33.72	\$ 35.07	\$ 36.48
After 20		\$ 33.24	\$ 34.57	\$ 35.95	\$ 37.39
After 25		\$ 34.07	\$ 35.43	\$ 36.85	\$ 38.32

IT DIRECTOR				
	Current	July 1 2025	July 1 2026	July 1 2027
		10.00%	7.50%	7.00%
Start	\$101,554.79	\$111,710.27	\$120,088.54	\$128,494.74

PARKING OFFICER				
	Current	July 1 2025	July 1 2026	July 1 2027
	Scale	Adjustment	4.00%	4.00%
Start	\$21.32	\$22.07	\$22.95	\$23.87
After 1	\$21.75	\$22.62	\$23.52	\$24.46
After 2	\$22.63	\$23.18	\$24.11	\$25.08
After 3	\$23.06	\$23.76	\$24.71	\$25.70
After 6	\$23.27	\$24.36	\$25.33	\$26.34
After 8	\$23.50	\$24.97	\$25.96	\$27.00
After 10	\$23.97	\$25.59	\$26.61	\$27.68
After 15	\$24.46	\$26.23	\$27.28	\$28.37
After 20	\$24.94	\$26.89	\$27.96	\$29.08
After 25	\$25.44	\$27.56	\$28.66	\$29.81

COURT OFFICER				
	Current	July 1 2025	July 1 2026	July 1 2027
	Scale	4.00%	4.00%	4.00%
Start	\$26.31	\$27.36	\$28.46	\$29.60
After 1	\$27.10	\$28.18	\$29.31	\$30.48
After 2	\$30.48	\$31.70	\$32.97	\$34.29
After 3	\$31.41	\$32.67	\$33.97	\$35.33
After 6	\$32.34	\$33.63	\$34.98	\$36.38
After 8	\$33.32	\$34.65	\$36.04	\$37.48
After 10	\$34.33	\$35.70	\$37.13	\$38.62
After 15	\$35.34	\$36.75	\$38.22	\$39.75
After 20	\$36.39	\$37.85	\$39.36	\$40.93
After 25	\$37.49	\$38.99	\$40.55	\$42.17

ANIMAL CONTROL OFFICER				
	Current	July 1 2025	July 1 2026	July 1 2027
	Scale	4.00%	4.00%	4.00%
Start	\$24.54	\$25.52	\$26.54	\$27.60
After 1	\$25.34	\$26.35	\$27.41	\$28.50
After 2	\$26.11	\$27.15	\$28.24	\$29.37
After 3	\$26.92	\$28.00	\$29.12	\$30.28
After 6	\$27.53	\$28.63	\$29.78	\$30.97
After 8	\$28.50	\$29.64	\$30.83	\$32.06
After 10	\$29.27	\$30.44	\$31.66	\$32.92
After 15	\$30.48	\$31.70	\$32.97	\$34.29
After 20	\$31.08	\$32.32	\$33.62	\$34.96
After 25	\$32.03	\$33.31	\$34.64	\$36.03

APPENDIX D

ANNUAL RESILIENCY REVIEW

1. The parties agree to the implementation of a mandatory annual resiliency check-in visit with an approved professional counselor trained in the stresses of law enforcement/emergency communications work, and according to the following conditions:
 - a. The professional Counselor to be utilized shall be approved and agreed upon by both Management and the Union.
 - b. All medical/mental health privacy rights shall be retained by the employee other than as delineated further in this article. Other than confirmation of attendance at the annual check-in visit, any/all information exchanged or discussed between the employee and the counselor is strictly confidential and shall not be shared with the City without the employee's written consent, except that, if the employee has expressed or demonstrated behavior indicating they are an imminent danger to themselves or others the professional and licensed counselor shall report such information in accordance with their licensing responsibilities and applicable state law.
 - c. Nothing associated with the annual check-in visit may be used in a disciplinary manner except if the employee refuses to comply with the annual visit requirement.
 - d. All costs associated with the annual check-in visit shall be the sole responsibility of the City, including any insurance co-pays or deductibles associated with the use of employee health insurance.
 - e. Compensation: All time associated with the Check-in shall constitute work time and compensated at the employee's applicable rate of pay. (attendance at the visit, and travel time to and from the location of the visit). The employee shall also be compensated for travel costs/ mileage reimbursement at current adopted US mileage rates.
 - f. Both parties will agree on the location of the check-in visit.

APPENDIX E

CURRENT SOP ON PROMOTIONS

APPENDIX F

SAFETY SUBCOMMITTEE

Section 1: It is understood that all employees are responsible for maintaining safety within the workplace. All Police Department employees are responsible for maintaining a clean and tidy workspace and either addressing or reporting hazards, or the potential of hazards, to their supervisor or a member of the Safety Subcommittee as appropriate.

Section 2: To further promote safety within the workplace the Police Department Safety Subcommittee has been created. The Safety Sub Committee will meet regularly at times determined by the committee to:

- a) Discuss safety issues, incidents and accidents that have occurred since the last meeting.
- b) Identify and plan to mitigate perceived safety issues in the future (such as, but not limited to, seasonal changes that affect working conditions).
- c) Ensure that important safety information is disseminated appropriately to all employees.

Section 3: Committee Structure: The Safety Subcommittee shall be comprised of at least one individual regularly assigned to each shift as well as at least one Lieutenant, Corporal, Captain, Deputy Chief, or Chief. Other people may be invited to attend committee meetings to offer advice or provide information on specific subjects.

Section 4: Confidentiality: Members of the Safety Subcommittee must maintain confidentiality when issues are discussed that relate to an injury sustained by an individual. The focus of such a conversation should be on exactly what happened and how it happened as well as what can be done in the future to prevent similar issues from occurring, not on who was involved in the incident.

Section 5: Minutes: Minutes will be maintained for all meetings and will be published as determined by the committee.

APPENDIX G

MOU re 11-hour Schedule for Patrol

MEMORANDUM OF UNDERSTANDING

The City of Biddeford, hereafter known as the City, and Teamsters Local 340, hereafter known as the Union agree to the following:

The City finds itself in an untenable and emergency situation of workforce shortage in the patrol division of the police department. The personnel in this area provide emergency, public safety and law enforcement services for the City of Biddeford. As a result of rapidly changing employment market conditions and unforeseen attrition, the patrol division finds itself suffering unprecedented staff shortages that are untenable and pose potential threat to public safety.

Effective October 26, 2023, the City and the Union agree to the temporary utilization of a modified work schedule (hours and days) in an effort to stabilize a current workforce depletion in the police department and afford greater scheduled time-off to the employees affected, who have been significantly taxed in the effort to maintain minimum staffing levels during this period. This agreement is temporary and finite in nature and is agreed to as an accommodation to the City as a stop-gap measure in an effort to promote public safety while longer term solutions are sought and /or negotiated.

The present work schedule for the Biddeford Police Department at the time of the signing of the 07/01/2021 — 06/30/2024 contract, (and for the preceding 25 + years) is a 4 day on, 2 day off schedule of 8 ½ hour shifts for Patrol Officers, Corporals and Patrol Sergeants.

Detectives at the time of signing of the contract (and for the preceding 25+ years) have worked a 5 day on, 2 day off 8 hour shift. Shifts for detectives were modified during the COVID 19 crisis at management request, to 4 day on, 3 day off 10 hour work-day in an effort to cover more hours of the work day and to better separate the employees in an effort to better prevent workplace exposure potential. The schedule has remained un-changed in that state with the understanding that the contractual CID schedule is 5 day on 2 day off 8 hour shift.

This Memorandum of Understanding does not change any other existing contractual obligation regarding overtime nor the existing assignment of overtime as outlined in Biddeford Police Department Written Directive 07-01 "Allocation of Overtime" other than as specified in this agreement.

The temporary schedule for the Biddeford Police Department Patrol Division shall be:

- 11hour shifts, 3 shifts per day. –
- 3 work days on, 3 work days off
- rotating days off, cycling each week
- there will be no changes to earned time off accruals (Vac, FH, Sick — 8-hour accruals/days)
- Holidays will continued to be compensated at 8 hours for each holiday. Any shortage of time for a holiday, will be made up from accrued time as required.
- Use of accrued time (Vac, FH, Sick,) will be charged against the employee's accrual as actual hours used/required, i.e. a full day = 11 hours, ½ day = 5.5 hours, etc.
- Any accrued compensatory time may be used toward fulfilling the required hours needed to achieve a full scheduled day off (Vac, FH, Sick, Holiday).

- Overtime will be computed and compensated for hours worked in excess of the scheduled work day/shift or scheduled work week for the duration of this agreement.

- The parties agree that the seniority-based vacation scheduling window period normally occurring January 1st — 15th, 2025.

This agreement shall be extended through and until the resolution of the 2025 Union Contract without further action by the parties.

The City and the Union agree to discuss potential requests for extension(s) of this agreement and determination of such extension no less than 10 days prior to termination date of the agreement or any successive agreement extensions. The parties agree to review the timely present staffing needs and other progress toward long term staffing solutions for determination approval of extension of the agreement.

This temporary memorandum of understanding does not change any existing contractual obligations, or obligation to bargain for permanent changes to the schedule and the collective bargaining agreement. It is further agreed that this agreement does not establish any precedent or past practice. All other contractual conditions shall remain in full and unchanged.

The City retains all rights and authority to manage and direct its employees, except as otherwise specifically provided for in this Agreement. Such rights shall include and shall not be limited to: the operation and management of the City's Police Department; the direction of the working forces; the right to hire, to discharge and discipline for just cause, 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 contract any work; to establish, change, combine, or eliminate jobs, work, tasks, or positions. The City's not exercising any function or right hereby reserved to it, or the exercising of any functions in a particular way, shall not be deemed a waiver of its rights 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.

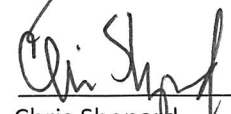
For The City:

 11.25.24
James Bennett Date:
City Manager

For The Union:


Brett Miller Date: 12/7/24
President & Business Agent

 12.4.24
Ed Marzano Date:
Secretary Treasurer

 12/4/24
Chris Shepard Date:
Business Agent

**AGREEMENT
BETWEEN
CITY OF BIDDEFORD, MAINE
AND THE
TEAMSTERS UNION LOCAL NO. 340
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
FOR THE
BIDDEFORD POLICE DEPARTMENT
JULY ~~ANUARY~~ 1, 202~~54~~ TO JUNE 30, 202~~25~~58**

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ARTICLE 1

PREAMBLE

This Agreement has been entered into this 1st day of ~~July~~January ~~1~~4, 202~~5~~4 by, and between the City of Biddeford (hereafter referred to as the City) and Teamsters, Local No. 340, affiliated with the International Brotherhood of Teamsters (hereafter referred to as the Union) pursuant to the provisions of the Municipal Public Employees Labor Relations Law (Title 26, M.R.S.A., Section 961 through 974, 1969, as amended), the parties hereto have entered into this agreement in order to establish mutual rights.

ARTICLE 2

RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for employees in bargaining units within the Biddeford Police Department for the purpose of negotiating salaries, wages, hours, and other conditions of employment for all of its eligible Police Department employees within the bargaining units, as determined in accordance with the Municipal Public Employees Relations Law.

~~The City and the Union agree to include the part-time position of Receptionist Clerk in this unit and calculate all benefits at a 50% rate. This would apply to holidays, sick leave, insurance, and retirement. In the event the position of Receptionist Clerk is regularly scheduled beyond 25 hours per week within their job description, the parties agree to negotiate any changes in the benefits structure. In the event a Receptionist Clerk is assigned duties outside of their classification, they shall receive the appropriate rate of pay for the job being performed.~~

ARTICLE 3

PAYROLL DEDUCTION OF DUES AND DRIVE AUTHORIZATION

Section 1:

As soon as possible the City shall deduct regular weekly Union dues upon receipt of signed authorization from members of the Union on forms supplied by the Union and satisfactory to the City. The City shall forward all such dues so collected to the Secretary-Treasurer of the Local

Union by the fifteenth (15th) day of each month following the month in which deductions were made. This authorization shall remain in force and in effect during the term of this Agreement.

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to [the Teamsters' Democratic Republican Independent Voter Education program \("DRIVE"\)](#). DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the employees' Social Security Number and the amount deducted from the employees' paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly deduction plan.

Section 2:

The Union shall indemnify and save the City harmless against all claims and suits, which may arise by reason of making any such deductions, the cancellation of the same, and remitting the same to apparently authorized officials of the Union.

Section 3:

The Union shall provide the Police Chief with a list of all Union officers' names and offices held and the Union shall keep such list current.

ARTICLE 4 **HOLIDAYS**

Section ~~A1~~:

The following holidays shall be paid holidays on the [actual holiday or the](#) day observed [depending on the employee's regular work schedule](#) for all regular full-time permanent employees of the Biddeford Police Department.

- | | |
|--------------------------|----------------------------------|
| 1. New Year's Eve | 6. Labor Day |
| 2. Washington's Birthday | 7. Indigenous Peoples' Day |
| 3. Patriots' Day | 8. Veterans Day |
| 4. Memorial Day | 9. Thanksgiving Day |
| 5. Independence Day | 10. Christmas Day Eve |

~~All 24-hour holiday periods shall be calculated from the start of the third shift so-called with the exception of Christmas Eve and New Year's Eve, which shall start at the beginning of the second shift.~~

Section ~~B~~2:

In addition to the above holidays, each employee shall receive pay for six (6) additional "floating" holidays each year in lieu of: Martin L. King Day, Juneteenth, Day after Thanksgiving, Good Friday (1/2), Christmas Eve (1/2), and two (2) floating holidays. For purposes of this section, the six additional holidays shall be paid to the employee as a bank of time as of their anniversary date based on the hours equivalent to the employee's regular work day for the schedule in place at that time.

On personal floating holidays, the employee shall receive straight time compensation. To be eligible for floating holidays, the employee must submit a written request to the Police Chief or ~~their~~his designee, at least two (2) days prior to the use of the holiday. The Police Chief or ~~their~~his designee shall, within two (2) days thereafter, notify the employee of the approval or disapproval of the request. Once approved, a senior employee may not bump a junior employee. Floating holidays shall not accumulate from year to year, and the year shall start on the given employee's anniversary date.

An employee shall be eligible for holiday pay after being in the employ of the City for a period of at least thirty (30) working days.

Section ~~C~~3:

Eligible regular permanent employees shall, in addition to the regular weekly wages for actual hours worked, receive eight (8) hours pay for each of the holidays listed in Section A1. When the holiday falls on a day that the employee is not regularly scheduled to work, the employee may request to work on the holiday and take another day off during the same pay period with the approval of the Chief. The employee shall make such a request and receive approval prior to the holiday. Holiday pay shall be counted as hours worked for purposes of calculating overtime as set forth in Article 26, but- in no event shall an employee be paid double time and a half for working on a holiday, unless expressly set forth in subsection 6 below.

Section ~~D~~4:

A holiday allowance may be denied to any employee scheduled or called out for work on the holiday who does not report for work that day unless excused by the Police Chief. Absence from work for just cause on the normal scheduled working day before and/or the normal scheduled working day after a holiday may be permitted without loss of holiday pay as determined by the Police Chief. The term "Floating Holiday" shall have the same meaning and application as "Holiday".

Section ~~E~~5:

If an employee voluntarily transfers from one shift to another shift, or one division to another division, or ~~they are/he is~~ promoted, and a vacation/floating holiday request has already been approved prior to the transfer, ~~they/he~~ must resubmit the request in case of a conflict. The transferee shall not bump another employee's approved vacation or floating holiday regardless of seniority.

Section ~~F~~6:

If an employee, after completing forty (40) hours of work in a pay week works overtime in that pay week on Christmas Eve, ~~Christmas Day, or~~ New Year's Eve ~~or New Year's Day~~, said employee shall receive double time and one half ~~their/his/her~~ regular pay rate for the actual hours worked on Christmas Eve, ~~Christmas Day, and/or~~ New Year's Eve, ~~and/or New Year's Day~~ from 1800 hours on Christmas Eve or New Year's Eve to 2300 hours on Christmas Day or New Year's Day~~the holiday~~.

ARTICLE 5
INSURANCE

Section 1:

The Employer will pay a dollar amount equal to ~~eighty~~ five percent (85%) of the insurance costs. The employee pays all remaining costs through payroll deductions. This base formula may end up being adjusted from time to time automatically in compliance with Section 6.

The City of Biddeford hereby consents to and agrees to be bound by the terms and provisions of the Trust Indenture under which Allegiant Care is administered, and to any amendments to said Indenture.

A copy of this Agreement has been delivered by the City of Biddeford to the Fund Director of Allegiant Care. Any amendments to this Agreement relating directly or indirectly to the contributions being made hereunder will be forwarded to the Director by the City of Biddeford within ten (10) days after adoption.

The liability of the City of Biddeford to said Allegiant Care shall not exceed the contribution amounts which it is obligated to make pursuant to the foregoing provisions, together with any existing delinquencies, any interest charges, costs/penalties, or charges provided by applicable law or Allegiant Care; provided nevertheless, that any additional contribution amounts required by Allegiant Care for continuation of the existing benefit program after the expiration date of this Agreement shall be due and owing Allegiant Care by the City of Biddeford from and after said expiration date or, if such additional amounts are first required by Allegiant Care during the post-Agreement negotiating period, they shall be due and owing by the City of Biddeford from and after the effective date of said increase.

Provisions of this Article constitute a direct contract also between the City of Biddeford and Allegiant Care which shall continue in effect until terminated by either party on advance written notice to the other, except in the case of a delinquency by the City of Biddeford, in which case Allegiant Care may suspend claims payments, and/or terminate said contract on 24-hours notice.

5A.1

The City agrees that its agreement hereunder shall constitute an obligation for the sums herein provided directly to Allegiant Care, and further that the City will be bound by the terms and provisions of the Trust Indenture of Allegiant Care and any and all amendment thereto as promulgated by the Trustees thereto.

Section 2: The City shall allow employees who retire with a minimum of fifteen (15) years of service with the City of Biddeford and who have attained the age of 55, or employees who retire under the disability provision of a qualified pension plan prior to reaching age 55, effective July 1, 2003, to participate in the City's Group Health Insurance Plan until the age of 62, at his/her own cost. At age 62, an employee who retired after attaining age 55 will be entitled to 100% of the cost of the single subscriber rate, and the Retiree shall pay any dependent coverage. When the retiree reaches the age of 65, the City will provide at no cost to the retiree the so-called companion plan. If the employee retired prior to attaining age 55 under a disability provision of a

pension plan, the City shall have no obligation to provide any benefits beyond age 62, unless (1) it's at the employee's own cost, (2) at no cost to the City and (3) the employee/retiree is not eligible for Medicare. All the above has to be continuous coverage. Any break in the insurance coverage shall release the City of any obligation under this Article.

Effective with the signing of the July 1, 2015 contract, all current retirees and employees having tendered a retirement letter to the Chief of Police prior to the signing of this contract shall continue coverage pursuant to the preceding provision of this contract.

Employees who retire with a minimum of fifteen (15) years of service with the City of Biddeford and who have attained the age of 57 ~~must~~ may participate in the Allegiant Care Northern New England Benefit Trust – Retiree Plan at no continuing cost to the City.

Effective with the signing of the 2015 contract, all current employees hired **before** ~~October~~ December 31, 2002, shall utilize the Allegiant Care – Retiree Plan for retiree health coverage. The City also agrees to provide until age 65, at no cost to the retiree, single subscriber eye and dental care coverage equivalent to that provided by the Allegiant Care regular health plan. For employees hired **before** ~~October~~ December 31, 2002, and who have attained the age of 65 the City agrees to continue to provide at no cost to the retiree, the current post-65 plans offered by Allegiant Care, which consists of a Blue Cross Blue Shield Medex II Medicare Supplement and a Blue Rx Part D Prescription Plan, along with Allegiant Care's Retiree Dental and Vision Coverage. "Companion Plan" supplement to Medicare or another plan of substantially comparable benefits.

Effective with the signing of the 2015 contract, all newly hired employees and employees hired on or **after** ~~October~~ December 31, 2002, shall utilize the Allegiant Care Retiree Health Plan for retiree health coverage for which the City of Biddeford shall have no further financial obligation post- retirement. The City agrees to provide these employees a Retirement Health Savings Account (RHSA), which shall be owned by the employee in accordance with federal requirements, into which the City shall contribute \$15.00 per week as matching funds to a required contribution of \$15.00 per week by the covered employee. So long as allowed by the Allegiant Care, employees who retire under the disability provision of a qualified pension plan prior to reaching the retirement age of 57 shall be permitted to participate in the City's group health insurance plan until age 65 at the employee's own cost and at no cost to the City.

Section 3:

The City agrees to make available to the employees as soon as possible after the signing of this contract the so-called 125 spending account, in accordance with IRS regulations so long as the federal government allows this plan.

Section 4:

If the City, as a pass thru participant, makes available to employees selected disability plans, at the employee's cost, the City will allow members covered by this Agreement to participate in a disability plan to be paid exclusively by the employee.

Section 5:

When the City establishes a Committee to study health insurance issues including self-insurance, the possibility of other health insurance carriers, the scope of benefits, etc., the City agrees to invite a member of this unit or its bargaining agent to participate in this committee's activities. The union likewise agrees to participate.

Section 6:

Effective July 1, 2018, in the event that the annual increase in health insurance exceeds ten percent (10%) in any given year the formula in section 1 shall be adjusted for the current year and all subsequent plan years. The incremental increase above said ten percent (10%) shall be paid equally divided between the City and the union members. For illustration purposes only, if the increase in any given year goes up twelve percent (12%), the dollar value equal to one percent (1%) of the increase shall be added to the employees' share.

ARTICLE 6

LEAVE OF ABSENCE

Section 1:

Any employee, upon application in writing to the Police Chief, may be granted a leave of absence without pay not to exceed twenty-six (26) weeks for official Union business, and not more than sixteen (16) weeks for work-related stress, personal illness (including maternity), or attending a recognized Police Science Academic Program. If the requested leave also qualifies under the Family Medical Leave Act, the lleave request shall be considered as part of F.M.L.A.,

notwithstanding the requested and granted leave exceeds the maximum amount of leave allowable under federal or state law.

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Section 2:

Leaves that exceed sixteen (16) weeks duration will be considered on their merit on a case-by-case basis.

Section 3:

Educational leave terminations will be accompanied by proof of completion of course.

Section 4:

Prior to returning from personal illness or from work-related stress, the employee shall provide a medical certification of theirhis/her ability to return to theirhis/her former job with no restrictions. If the employee is unable to return to work at the conclusion of the leave of absence, the employee must resubmit pursuant to Section 1.

Section 5:

The City will notify the Union whenever leave is granted and the duration of said leave.

Section 6:

Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

Section 7:

During the leave of absence, the employee shall not accrue sick leave, vacation days, or holiday pay, but shall continue to accumulate seniority for pension and vacation purposes and shall retain theirhis/her insurance coverage. The City is not to be liable for any pension cost while the employee is on a leave of absence and the employee shall be responsible for continuing to pay their share of health insurance premiums as applicable during said leave. All vacation days accrued must be exhausted prior to the commencement of a leave of absence that is in excess of eight (8) weeks.

Section 8:

At the termination of such leaves, the City will, upon notice, return ~~the employee~~him/her to the formerly held position, provided that the position has not been abolished to personnel budget reduction. If the position has been abolished due to personnel budget reduction, seniority shall prevail.

Section 9:

Military leave shall be granted to employees in accordance with applicable federal and state law.

ARTICLE 7
PROBATION PERIOD

All non law enforcement permanent regular employees of the Biddeford Police Department shall be compelled to serve a six (6) month probationary period, effective from the first (1st) working day ~~(this article only); except that communications employees shall serve a six (6) month probationary period beginning the first working day following successful completion of their field training program. Regular employees shall mean any and all employees working a scheduled or unscheduled forty (40) hour workweek.~~ No employee shall be compelled to be placed on probation for disciplinary reasons, unless it is a part of a Settlement Agreement between the City and the Union. If the employee is promoted to a higher rank, ~~they~~he/she shall automatically serve a six (6) month probationary period in that higher rank.

All law enforcement personnel ~~who are hired by the City and who have not yet graduated from the Maine Criminal Justice Academy (MCJA)~~ shall serve a probationary period ~~lasting from beginning~~ the first date of work until one (1) year after graduation from the ~~Maine Criminal Justice Academy/MCJA, or date of waiver of same.~~ Newly hired law enforcement officers who have graduated from the MCJA ~~or who have received a waiver of same~~ will serve a ~~one (1) year~~six (6) month probationary period ~~beginning upon successful completion of the officer's field training program with the City provided it conforms within the guidelines established by law.~~

An employee on probation shall be subject to removal from employment without cause, and the employee shall have no right to ~~grieve the City's decision to terminate employment~~the grievance procedure. However, an employee on probation shall be permitted to grieve other decisions ~~regarding contract interpretation pursuant to the procedure set forth herein.~~

ARTICLE 8
MANAGEMENT RIGHTS

Section 1:

The City retains all rights and authority to manage and direct its employees, except as otherwise specifically provided for in this Agreement. Such rights shall include and shall not be limited to: the operation and management of the City's Police Department; the direction of the working forces; the right to hire, to discharge and discipline for just cause; 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 contract any work; to establish, change, combine, or eliminate jobs, work, tasks, or positions. The City's not exercising any function or right hereby reserved to it, or the exercising of any functions in a particular way, shall not be deemed a waiver of its rights 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. [Promotions shall be done pursuant to the Standard Operating Procedure to be developed and approved by the Chief of Police, which shall be attached hereto as Appendix F in any current form.](#)

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Section 2:

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

ARTICLE 9
VALIDITY CLAUSE

If any provision of this Agreement shall be contrary to or inconsistent with any provision of Federal or State law, or any existing ordinance of the City of Biddeford, and thereby rendered invalid, such invalidity shall not affect the validity of the remaining provisions. Those portions of this Agreement affected shall be subject to be reopened by either party.

ARTICLE 10
SICK LEAVE

Section 1:

Unless otherwise prohibited elsewhere in this Agreement, employees covered by this Agreement shall accumulate sick leave credit of eight (8) hours paid leave for each month worked to a maximum of ninety-six (96) hours per calendar year accumulative to a maximum of seven hundred twenty (720) hours. Sick leave shall be credited on the 1st day of the month following each complete month worked, and paid at the employee's regular hourly earnings. An employee shall not be entitled to more sick leave hours per day than the regularly scheduled hours of work. Sick leave may be taken in a minimum increment of half (1/2) hour. Employees may utilize sick leave for routine medical, dental and eye care appointments as approved, and at the sole discretion of the Chief or Chief's designee.

Section 2:

Any employee contracting or incurring any service or non-service connected sickness or disability, which renders such employee unable to perform the duties of ~~their~~his/her employment, shall receive sick leave with pay. In the event of sickness or disability in the employee's family (i.e., spouse, domestic partner (see Appendix A) or children), the employee shall also be granted sick leave with pay if the employee is required to provide health care. The Police Chief may require as a condition precedent to the payment of sick leave a certificate from a qualified physician certifying as to the condition of the employee or member of ~~their~~his/her family. Employees shall be eligible for sick leave after thirty (30) days of service with the employer.

The City will continue its practice of allowing the use of sick time (not out of sick leave) to be used to compensate for up to fourteen (14) days for time lost due to a bona fide work-related injury. If the injury continues in excess of fourteen (14) days with workers' compensation becoming retroactive to the first day of injury, the employee will reimburse the City of any sick leave pay advanced, and the City will credit ~~their~~his/her sick leave account accordingly.

Section 3: UNUSED

- a) An employee with less than 720 hours of unused sick leave as of November 1st may apply for reimbursement of unused sick leave by November 15th of each year, up to a maximum of 50% of the unused sick leave hours earned during the prior twelve (12) month period spanning from November 1st to October 31st. The reimbursement will be processed with the first (1st) payroll in December providing the employee has accumulated a minimum of seventy-two (72) unused sick leave hours during the stated period. Also, employees with more than ten (10) ~~years-service~~years' service who are otherwise eligible to cash in

unused sick leave may request additional reimbursement of up to forty (40) hours accumulated sick leave during this time period (November 1st to November 15th)

~~b) The City will buy back any accumulated sick leave at the pay rate in effect prior to the signing of this contract that any employee has accumulated in excess of 90 days (720 hours) on or before the execution date of this agreement. The payments may be structured to provide those payments in not more than three installments beginning July 1, 2016. Each employee will be provided with a letter indicating the number of days (hours) and the total dollar value of the sick time in the buy back. They will have ten calendar days to return a copy of the letter with their signature to confirm that they agree with the amount. Failure to respond will constitute acceptance of the amount indicated in the letter. The amount will be paid in cash to each employee or may be deposited in to their individual 457 plan accounts or its equivalent as allowed by federal rules.~~

e)b) Annually, the City will buy back at the hourly rate of pay any or all of the unused twelve (12) sick days earned each year PROVIDED the employee has at least 90 days of accumulated unused sick leave. The amount of unused sick leave that the employee wishes to have bought back will be paid in cash to each employee or may be deposited in the individual employee's 457 Plan accounts or its equivalent. Payment will be made the first pay period in December of each year.

d)c) Employees shall be compensated for any accumulated unused sick leave when they are permanently separated from employment as a result of retirement, death, lay-off, or permanent occupational disability. In the event of death, payment is to be made to the employee's beneficiary or to the estate of the employee. The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the payday immediately preceding the employee's separation. Employees shall be compensated at their regular rate of pay for any unused accumulation of sick leave when they are honorably and permanently separated from service according to the following schedule:
Less than ten (10) years of service: Employees shall receive 50% reimbursement of accumulated sick leave providing the employee has submitted a written resignation at least two (2) weeks prior to the actual termination date.
More than ten (10) years of service: Employees shall receive 100% reimbursement of accumulated sick leave providing the employee has submitted a written resignation at least two weeks prior to the actual termination date.

~~e)d~~ Any sick leave used during the two-week notice shall be deducted from the 50% or 100% reimbursement. Employees failing to submit a two-week notice shall receive no compensation for unused sick leave.

~~f)e~~ If a physician determines that a female employee is unable to perform the essential functions of her job due to pregnancy, the employee may be assigned to other duties commensurate with her abilities and availability with the department, as determined by the Police Chief.

~~g)f~~ Employees hired after September 1, 2018 will only be eligible for the cash payout upon honorable separation from the city and according to the following limitations:

- i. Maximum accumulation is 960 hours.
- ii. Less than 10 years of service: no payout
- iii. More than 10 years but less than 18 years: 25% of the accumulated time
- iv. More than 18 years of service: 50% of the accumulated time

Section 4: The City and the Union have identified certain conflicts among the provisions of Section 1 and Section 3 of this Article and agree to meet to review said provisions to negotiate revisions to this Article that clarify the current practices with regard to accrual, buy back and cash out upon separation for employees hired before September 1, 2018 (Section 1) and employees hired after September 1, 2018 (Section 3(f)).

Section 5: Maine Paid Family Medical Leave

The City has elected to satisfy the requirements of the Maine Paid Family Medical Leave law through a privately insured plan authorized by the State of Maine. On May 1, 2026, or on the date the Maine Paid Family and Medical Leave law takes effect, whichever is later, all provisions of said law will be applied to bargaining unit employees and said provision will supersede any conflicting City personnel policy or collective bargaining agreement provision on family and medical leave. Costs associated with the City's private insurance plan shall be borne equally between the City and the employee, with each paying 50% of the premium. In the event that the City elects to contribute to the PFML program fund administered by the Maine Department of Labor in future years, the contribution to the program fund shall be determined by the Maine Department of Labor as outlined in the law establishing the PFML program and the cost of said contribution shall also be borne equally between the City and the employee, with each paying 50% of the premium. The employee's half of the premium contribution shall be collected via a payroll deduction.

ARTICLE 11
WAGES

Section 1: All employees shall be required to participate in direct deposit for their pay.

- 1) The wages shall be based on the scales contained within ~~this section~~ Appendix C except as otherwise set forth in this Article and at the sole discretion of the Police Chief. Newly hired employees may be placed one step greater on the applicable wage scale based on their prior experience in the particular job for which they are hired. ~~Effective January 1, 2019, all employees covered by this agreement (unless otherwise noted) shall be granted an additional one and one half percent (1.5%) adjustment to their wages if the Biddeford Police Department becomes credentialed through The Commission on Accreditation for Law Enforcement Agencies (CALEA) prior to that date. Said adjustment shall continue to be built into the pay scales so long as the department is credentialed by CALEA. If the leadership of the Police Department and/or the City takes deliberate steps to cause the department to no longer participate in the program and/or lose said designation, the additional adjustment will remain a permanent part of the wages scales contained within.~~
- 2) ~~Each non-sworn officer and non-dispatcher unit member employed s at the time of the approval by the City of the contract, shall be eligible for a one time five hundred (\$500.00) bonus, payable in full within thirty days about execution of said agreement.~~

~~Wages — 40 hour week~~

~~Dispatchers~~

~~Length of
Service~~

	1.1.24	7.1.24
Starting	\$31.15	\$32.39
After 1 yr.	\$31.52	\$32.78
After 2 yrs.	\$32.24	\$33.53
After 3 yrs.	\$33.06	\$34.38
After 6 yrs.	\$33.88	\$35.23
After 8 yrs.	\$34.73	\$36.12
After 10 yrs.	\$35.60	\$37.03
After 15 yrs.	\$36.54	\$38.00
After 20 yrs.	\$37.46	\$38.96
After 25 yrs.	\$38.44	\$39.98

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Length of Service	CALEA*	
	1-1-24	7-1-24
Starting	\$31.55	\$32.81
After 1-yr.	\$31.92	\$33.20
After 2-yr.	\$32.66	\$33.97
After 3-yr.	\$33.49	\$34.83
After 6-yr.	\$34.32	\$35.69
After 8-yr.	\$35.18	\$36.59
After 10-yr.	\$36.07	\$37.51
After 15-yr.	\$37.02	\$38.50
After 20-yr.	\$37.95	\$39.47
After 25-yr.	\$38.95	\$40.51

*increased only if department obtains CALEA certification (see clarifying language)

Section 2: Emergency Communications Wages

- a.) At the sole discretion of the CityPolice Chief, newly hired Dispatchers Emergency Communications personnel may be placed up to the level equal to their respective experience in the above wage scale for qualified candidates. A qualified candidate is defined as one who has previous dispatching experience, and maintains certification as required by Maine Department of Public Safety. Any employee hired as a 'lateral' entry according to this section may also be given placement preference for vacation purposes as well. However, all other seniority and benefit issues shall be based on the actual date of hire, unless otherwise specified within this agreement.
- b.) All full-time emergency communications officers-personnel shall receive a twenty dollar (\$20.00) per month stipend to defer the cost of using their personal cell phone for eCity business, including text capabilities. By accepting the stipend, the employee is responsible for ensuring that the cell phone is in working condition, capable of receiving text messages and with them as required.
- c.) The position of Dispatch SupervisorEmergency Communications Manager shall be paid at a rate of pay of two dollars (\$2.00) per hour higher than the 15-year dispatch longevity stepaccording to the wage scale set forth in Appendix C. Notwithstanding however, if the person serving in that capacity

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is placed at a higher longevity step, the pay shall be that longevity step with the additional two dollar per hour (\$2.00) applied.

~~SECRETARY/RECEPTIONIST CLERK — Class One~~

~~SECRETARY/RECEPTIONIST CLERK — Class One~~

Length of Service	1.1.24	7.1.24
Starting	\$18.59	\$ 19.34
After 1 yr.	\$19.91	\$ 20.71
After 2 yrs.	\$22.26	\$ 23.15
After 3 yrs.	\$22.64	\$ 23.54
After 6 yrs.	\$22.95	\$ 23.87
After 8 yrs.	\$23.63	\$ 24.57
After 10 yrs.	\$24.33	\$ 25.30
After 15 yrs.	\$25.06	\$ 26.06
After 20 yrs.	\$25.82	\$ 26.85
After 25 yrs.	\$26.59	\$ 27.65

~~CALEA*~~

Length of Service	1.1.24	7.1.24
Starting	\$18.87	\$ 19.63
After 1 yr.	\$20.21	\$ 21.02
After 2 yrs.	\$22.59	\$ 23.50
After 3 yrs.	\$22.98	\$ 23.90
After 6 yrs.	\$23.29	\$ 24.22
After 8 yrs.	\$23.98	\$ 24.94
After 10 yrs.	\$24.69	\$ 25.68
After 15 yrs.	\$25.43	\$ 26.45
After 20 yrs.	\$26.20	\$ 27.25
After 25 yrs.	\$26.99	\$ 28.07

~~*increased only if department obtains CALEA certification (see clarifying language)~~

~~Secretary Class Two~~

Length of Service	1.1.24	7.1.24
Starting	\$19.44	\$ 20.21
After 1 yr.	\$20.71	\$ 21.54
After 2 yrs.	\$23.03	\$ 23.95
After 3 yrs.	\$23.72	\$ 24.67
After 6 yrs.	\$24.44	\$ 25.41
After 8 yrs.	\$25.15	\$ 26.16

After 10 yrs.	\$25.91	\$ 26.95
After 15 yrs.	\$26.67	\$ 27.74
After 20 yrs.	\$27.48	\$ 28.58
After 25 yrs.	\$28.30	\$ 29.44

CALEA*

Length-of Service	1.1.24	7.1.24
Starting	\$19.73	\$ 20.52
After 1 yr.	\$21.02	\$ 21.86
After 2 yrs.	\$23.38	\$ 24.31
After 3 yrs.	\$24.08	\$ 25.04
After 6 yrs.	\$24.80	\$ 25.79
After 8 yrs.	\$25.53	\$ 26.55
After 10 yrs.	\$26.30	\$ 27.35
After 15 yrs.	\$27.07	\$ 28.16
After 20 yrs.	\$27.90	\$ 29.01
After 25 yrs.	\$28.73	\$ 29.88

*increased only if department obtains CALEA certification (see clarifying language)

Secretary/Accounting Clerk

Length-of Service	1.1.24	7.1.24
Starting	\$22.48	\$ 23.38
After 1 yr.	\$24.45	\$ 25.43
After 2 yrs.	\$25.16	\$ 26.17
After 3 yrs.	\$25.92	\$ 26.96
After 6 yrs.	\$26.70	\$ 27.77
After 8 yrs.	\$27.50	\$ 28.59
After 10 yrs.	\$28.32	\$ 29.45
After 15 yrs.	\$29.15	\$ 30.32
After 20 yrs.	\$30.03	\$ 31.23
After 25 yrs.	\$30.92	\$ 32.16

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CALEA*

Length-of Service	1.1.24	7.1.24
Starting	\$21.51	\$22.16
After 1 yr.	\$23.39	\$24.09
After 2 yrs.	\$24.07	\$24.80
After 3 yrs.	\$24.80	\$25.55
After 6 yrs.	\$25.54	\$26.31

After 8 yrs.	\$26.31	\$27.09	\$27.91	\$ 29.02
After 10 yrs.	\$27.09	\$27.90	\$28.74	\$ 29.89
After 15 yrs.	\$27.89	\$28.73	\$29.59	\$ 30.77
After 20 yrs.	\$28.73	\$29.59	\$30.48	\$ 31.70
After 25 yrs.	\$29.59	\$30.47	\$31.39	\$ 32.64

*increased only if department obtains CALEA certification (see clarifying language)

Court Officer
Length of
Service

			1.1.24	7.1.24
Starting	\$23.49	\$24.20	\$24.92	\$ 25.92
After 1 yr.	\$24.20	\$24.93	\$25.67	\$ 26.70
After 2 yrs.	\$27.22	\$28.03	\$28.88	\$ 30.03
After 3 yrs.	\$28.05	\$28.89	\$29.76	\$ 30.95
After 6 yrs.	\$28.88	\$29.75	\$30.64	\$ 31.86
After 8 yrs.	\$29.75	\$30.65	\$31.57	\$ 32.83
After 10 yrs.	\$30.65	\$31.57	\$32.52	\$ 33.82
After 15 yrs.	\$31.56	\$32.51	\$33.48	\$ 34.82
After 20 yrs.	\$32.49	\$33.47	\$34.47	\$ 35.85
After 25 yrs.	\$33.48	\$34.48	\$35.52	\$ 36.94

CALEA*

Length of Service			1.1.24	7.1.24
Starting	\$23.85	\$24.56	\$25.30	\$ 26.31
After 1 yr.	\$24.56	\$25.30	\$26.06	\$ 27.10
After 2 yrs.	\$27.63	\$28.46	\$29.31	\$ 30.48
After 3 yrs.	\$28.47	\$29.32	\$30.20	\$ 31.41
After 6 yrs.	\$29.31	\$30.19	\$31.10	\$ 32.34
After 8 yrs.	\$30.20	\$31.11	\$32.04	\$ 33.32
After 10 yrs.	\$31.11	\$32.04	\$33.01	\$ 34.33
After 15 yrs.	\$32.03	\$32.99	\$33.98	\$ 35.34
After 20 yrs.	\$32.98	\$33.97	\$34.99	\$ 36.39
After 25 yrs.	\$33.98	\$35.00	\$36.05	\$ 37.49

*increased only if department obtains CALEA certification (see clarifying language)

Section 1A: Wages—40 hour week

Animal Control Officer
Length of

Service	1-1-24	7-1-24
Starting	\$23.25	\$ 24.18
After 1 yr.	\$24.01	\$ 24.97
After 2 yrs.	\$24.74	\$ 25.73
After 3 yrs.	\$25.50	\$ 26.52
After 6 yrs.	\$26.08	\$ 27.12
After 8 yrs.	\$27.00	\$ 28.08
After 10 yrs.	\$27.73	\$ 28.84
After 15 yrs.	\$28.87	\$ 30.03
After 20 yrs.	\$29.44	\$ 30.62
After 25 yrs.	\$30.34	\$ 31.55

Length of Service		CALEA*	
Service		1-1-24	7-1-24
Starting	\$22.24	\$22.91	\$23.60
After 1 yr.	\$22.97	\$23.66	\$24.37
After 2 yrs.	\$23.67	\$24.38	\$25.11
After 3 yrs.	\$24.40	\$25.13	\$25.88
After 6 yrs.	\$24.95	\$25.70	\$26.47
After 8 yrs.	\$25.83	\$26.60	\$27.40
After 10 yrs.	\$26.53	\$27.32	\$28.14
After 15 yrs.	\$27.62	\$28.45	\$29.31
After 20 yrs.	\$28.17	\$29.01	\$29.88
After 25 yrs.	\$29.03	\$29.90	\$30.80

*increased only if department obtains CALEA certification (see clarifying language)

Parking

Length of Service	1-1-24	7-1-24
Starting	\$20.20	\$ 21.01
After 1 yr.	\$20.60	\$ 21.43
After 2 yrs.	\$21.44	\$ 22.29
After 3 yrs.	\$21.84	\$ 22.72
After 6 yrs.	\$22.04	\$ 22.93
After 8 yrs.	\$22.26	\$ 23.15
After 10 yrs.	\$22.71	\$ 23.62
After 15 yrs.	\$23.17	\$ 24.10
After 20 yrs.	\$23.63	\$ 24.57
After 25 yrs.	\$24.10	\$ 25.07

CALEA*
Length of

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Service	1.1.24	7.1.24
Starting	\$20.50	\$ 21.32
After 1 yr.	\$20.91	\$ 21.75
After 2 yrs.	\$21.76	\$ 22.63
After 3 yrs.	\$22.17	\$ 23.06
After 6 yrs.	\$22.37	\$ 23.27
After 8 yrs.	\$22.59	\$ 23.50
After 10 yrs.	\$23.05	\$ 23.97
After 15 yrs.	\$23.52	\$ 24.46
After 20 yrs.	\$23.98	\$ 24.94
After 25 yrs.	\$24.46	\$ 25.44

*increased only if department obtains CALEA certification (see clarifying language)

The Police Chief shall determine specific hours of work.

Section 2: Wages—40 hour week

Patrol

Length of Service	1.1.24	7.1.24
Starting	\$33.57	\$34.91
After 1 yr.	\$34.51	\$35.89
After 2 yrs.	\$35.42	\$36.84
After 3 yrs.	\$36.38	\$37.83
After 6 yrs.	\$37.10	\$38.59
After 8 yrs.	\$38.24	\$39.77
After 10 yrs.	\$39.16	\$40.73
After 15 yrs.	\$40.59	\$42.21
After 20 yrs.	\$41.30	\$42.96
After 25 yrs.	\$42.42	\$44.12

CALEA*

Length of Service	1.1.24	7.1.24
Starting	\$34.00	\$35.36
After 1 yr.	\$34.96	\$36.35
After 2 yrs.	\$35.89	\$37.32
After 3 yrs.	\$36.85	\$38.33
After 6 yrs.	\$37.59	\$39.09
After 8 yrs.	\$38.75	\$40.30
After 10 yrs.	\$39.68	\$41.27
After 15 yrs.	\$41.13	\$42.78
After 20 yrs.	\$41.86	\$43.53

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After 25 yrs. \$42.99 \$44.71

~~*increased only if department obtains CALEA certification (see clarifying language)~~

~~Detectives/Evidence Technician = Patrol Officer + 1.75/hr.~~

~~Patrol Officers doing shift supervisor work temporarily + 1.75/hr.~~

Section 3: Patrol Wages

- a.) At the sole discretion of the ~~City Police Chief~~, newly hired Patrol Officers may be placed ~~at~~ the level equal to their respective experience in the ~~above~~ wage scale ~~as set forth in Appendix C~~ for qualified candidates. A qualified candidate is defined as one who has graduated from the Maine Criminal Justice Academy Basic School, or has received a waiver from the Maine Criminal Justice Academy Board of Trustees. Any employee hired as a 'lateral' entry according to this section may also be given placement preference for vacation purposes as well. However, all other seniority and benefit issues shall be based on the actual date of hire, unless otherwise specified within this agreement.

NOTE: In the case of a waiver, the pay scale will become effective on the date the waiver is granted.

~~Section 3: Wages 40 hour week~~

~~DETECTIVES/EVIDENCE TECHNICIAN~~

- b.) Members of the ~~Patrol Officers Bargaining unit~~Union who are assigned to and perform the duties of "Detective" or ~~lead~~ "Evidence Technician" as a regular ~~primary~~ job shall ~~receive an additional \$1.75 per hour to their regular rate of pay~~ be paid according to the pay scale set forth in Appendix C during ~~such assignment~~. Those assigned by the Police Chief to either of these positions will have the title of "Detective" or "Evidence Technician" and be assigned duties which are consistent with the job description for that position. ~~Patrol officers who are also assigned as Evidence Technicians, but who are not the Department's lead Evidence Technician shall continue to be paid according the patrol wage scale as set forth in Appendix C, but shall be eligible to receive on-call pay as set forth in subsection (d) below.~~

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c.) Unless specifically negotiated otherwise, all other non-detective positions that are within the ~~Detective Bargaining Unit~~ Union will be paid in accordance with the applicable wage scale as set forth in Appendix C pay schedule and commensurate with the pay rate from the Bargaining Unit on the wage scale from which they hold equal rank.

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d.) One Detective and one Evidence Technician shall be assigned to be on-call each week. Whenever the evidence technician is not the primary person assigned to be on-call for a given week, the person assigned those responsibilities to be on-call shall be paid a weekly stipend of twenty-two hundred dollars (\$200.00). Only one person-Detective and one Evidence Technician shall be eligible for the on-call pay per week. This stipend shall be effective January 1, 2026, or the first regular payroll following ratification of this Agreement, whichever occurs later.

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~~Effective the signing of the January 1, 2024 contract, Detective Matthew Baldwin will receive a one time five hundred dollar (\$500.00) bonus because of the need to be on call a higher than normal level in his role as the primary Evidence Technician.~~

NOTE: When a Detective or Evidence Technician accepts a Non-Detective overtime assignment, their overtime rate is calculated upon their individual detective rate.

~~Section 4: Wages 40-hour week~~

~~CORPORAL~~

e.) Effective the signing of the contract in 2021, the position of Corporal will be recognized as an earned promotional rank with supervisory responsibilities. All current members that have been assigned the rank of Corporal shall be considered promoted into the new positions. Any vacancies shall be filled using the agreed to promotional process. ~~All Corporals, shall receive an additional \$1.75 per hour to their regular rate of pay.~~

f.) ~~In the event a Corporal is assigned by the Chief, or their designee, the responsibility to carry out the duties of a position or rank above that of~~

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Corporal for a period of thirty (30) or more consecutive days, the employee shall be paid at the applicable pay rate for that position or rank while so acting, retroactive to the first day of the assignment after thirty-days.

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Sergeant (Pay Scale starts from date of promotion)

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Length of Service	1.1.24	7.1.24
Starting	\$41.30	\$42.96
After 1-yr.	\$42.43	\$44.13
After 2-yr.	\$43.54	\$45.28
After 3-yr.	\$44.74	\$46.53
After 6-yr.	\$45.92	\$47.76
After 8-yr.	\$47.15	\$49.03
After 10-yr.	\$48.48	\$50.42
After 15-yr.	\$49.75	\$51.74
After 20-yr.	\$51.11	\$53.16
After 25-yr.	\$52.12	\$54.21

CALEA*

Length of Service	1.1.24	7.1.24
Starting	\$41.86	\$43.53
After 1-yr.	\$43.00	\$44.72
After 2-yr.	\$44.13	\$45.89
After 3-yr.	\$45.35	\$47.16
After 6-yr.	\$46.54	\$48.40
After 8-yr.	\$47.79	\$49.70
After 10-yr.	\$49.14	\$51.11
After 15-yr.	\$50.43	\$52.45
After 20-yr.	\$51.81	\$53.88
After 25-yr.	\$52.84	\$54.95

*increased only if department obtains CALEA certification (see clarifying language)

Longevity starts from date of promotion to Sergeant.

Lieutenant = Sergeant + 1.50/hr.

Section 5: Wages—Salary

INFORMATION TECHNOLOGY DIRECTOR

INFORMATION TECHNOLOGY DIRECTOR

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Length of Service	1-1-24	7-1-24
Starting	\$96,205.75	\$ 100,053.98

CALEA*

Length of Service	1-1-24	7-1-24
Starting	\$97,616.22	\$ 101,554.79

~~MAINTENANCE — JANITORIAL~~

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Length of Service	1-1-24	7-1-24
Starting	\$25.84	\$26.87

CALEA*

Length of Service	1-1-24	7-1-24
Starting	\$26.23	\$27.28

Section 4: Stipends

- a) Field Training Officer (FTO). Effective January 1, 2026, employees who are assigned by the Chief to serve in the capacity of Field Training Officer shall receive a stipend of \$1.00 per hour for every hour worked as long as they hold such assignment. An employee who has been assigned as an FTO by the Chief or their designee may also be assigned as a shift supervisor at the Chief's discretion. This stipend shall be effective January 1, 2026, or the first regular payroll following ratification of this Agreement, whichever occurs later.
- b) School Resource Officer (SRO). Effective July 1, 2026, employees who are assigned by the Chief to serve in the capacity of School Resource Officer shall receive a stipend of \$1.00 per hour for every hour worked as long as they hold such assignment. This stipend shall be effective July 1, 2026.
- c) Education. Effective July 1, 2026, employees in the patrol division and the emergency communications division who hold an advanced degree shall receive an hourly stipend for all hours worked as follows:
 - a. Associate's degree: \$0.50/hour

- b. Bachelor's degree: \$0.75/hour
- c. Master's degree: \$1.00/hour
- d. Military experience: \$1.00/hour (4-year service minimum and honorable discharge required to be eligible)
- e. Employees shall be required to provide a copy of the proof of degree or service and shall be eligible for only one of the stipends under this subsection; i.e., one degree or military experience stipend, not both.
- d) Employees shall not be eligible to receive more than two stipends offered under any provision of this Agreement at any time.

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Section ~~65~~: Student Loan Repayment: Effective Jan 1, 2019, as an incentive to have Biddeford be an employer of choice, the City will offer a ~~limited~~-student loan repayment program.

- 1) All employees are eligible for up to five (5) years of student loan repayment incentive. Each employee is allowed only one five (5) year incentive during their career. Upon notification by the employee to the City and proper documentation to demonstrate compliance with the requirements, the City will make ~~monthly-an annual~~ payments directly to ~~the loan provider for the amount of the loan for sixty (60) consecutive months~~ employee as an education reimbursement payment, subject to ~~any and all IRS regulations applicable as of the date of payment~~. The ~~annual~~ payments shall not exceed one ~~hundred fifty dollars (\$150.00)~~thousand eight hundred dollars (\$1,800), even if the ~~monthly~~ amount due exceeds that amount. ~~The annual payment will be made by the City on the next regular payroll following ratification of this Agreement and subsequently in December of each calendar year thereafter as a reimbursement to the employee for student loan payments made in that calendar year.~~
- 2) Any employee elected to receive this benefit pledges at least ten (10) years of service to the community. If the employee leaves prior to the conclusion of their tenth year, the employee shall pay back to the City ten percent (10%) of the funds paid by the city for each complete year (or part thereof) that employee did not meet the ten-year requirement. For illustration only, if an employee worked 7.5 years for the ~~Ceity~~, they would owe ~~twenty thirty~~ percent ($10 - \frac{87}{100} = \frac{2-3}{10} \times 10\% = 2030\%$) of the funds paid on their behalf. The City is explicitly authorized to collect those funds upon notice by the employee of separation via the remaining pay unless the employee has otherwise covered the cost.

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ARTICLE 12A

UNIFORMS

Section 1: The City will pay the cost of normal acquisition and replacement of uniforms that are worn, damaged or destroyed in the line of duty subject to approval of the Police Chief for Patrol Officers, Corporals, ~~+~~ Sergeants, Detectives, Lieutenants, and Captains. The style and color of all uniforms, shoes, -boots and associated items will be ~~uniform and~~ approved by the Chief of Police. The list of ~~furnished uniforms and associated~~ items ~~that may be issued based upon job assignment~~ are listed under ~~a separate~~ Appendix B ~~to of~~ this Agreement, and items may be added to or deleted as determined by the Chief of Police:

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Detectives will be provided with ~~updated~~ uniforms, ~~as needed~~, and ~~such uniforms will be~~ replaced as needed: one shirt, one pair of pants, one jacket. ~~Note: (all items are if needed)~~

The City further agrees to reimburse ~~the~~ employees for the repair or replacement of a personal watch that was damaged, destroyed, or lost while on duty for an amount not to exceed \$40.00 (forty dollars) per incident. ~~Any claims for damage to clothing, eyeglasses and other personal equipment incurred in the performance of duty shall be made to the Police Chief, through the employee's immediate supervisor. The Chief shall determine the appropriate amount of replacement value for such items.~~

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~~The City shall pay the cost of normal acquisition and replacement of uniforms damaged or destroyed in the line of duty. The uniform worn by the Animal Control Officer shall be distinctly different than the uniforms worn by the patrol division. The Police Chief shall determine the specific equipment issued and worn.~~

ARTICLE 12B

UNIFORMS

Section 42:

Officers who are required to wear plain clothes shall receive an annual clothing allowance of not more than \$600.00 for personal clothing for performing non-uniformed police duties. The annual clothing allowance based on the prior fiscal year, payable by July 15th of each year, shall not be arbitrarily withheld provided said assigned officers served in that capacity for a period of six (6) consecutive months. In no event, however, shall the combined cost of the clothing allowance and/or uniform replacement exceed the limits noted above in any one fiscal year.

Section 23:

~~Dispatchers~~ The Police Chief shall determine the uniforms to be worn and the specific equipment issued and worn. ~~Emergency communications specialists may wear civilian clothes to work~~ shall follow Department policy WD-03-02 Attire Guidelines. ~~The overall appearance of the dispatcher shall be neat. However, designer jeans may be worn, providing they show no signs of fading and do not have holes or patches.~~

ARTICLE 13
VACATIONS

- a) All bargaining units shall have the amount of vacation pursuant to the following schedule:
More than one (1) year of service, but less than five (5) years of service..... (80) hours
More than five (5) years of service, but less than ten (10) years of service..... (120) hours
More than ten (10) years of service (160) hours
More that fifteen (15) years of service..... (184) hours
More than twenty (20) years of service (200) hours
- b) Approved vacation time may start on any day of the week.
- c) Vacation time may not accumulate from year-to-year, unless approved by the Police Chief as circumstances may require.
- d) For the purpose of this Article, the year shall start on the date of the month of the given employee’s date of hire, and shall end on each successive anniversary month thereafter.
- e) Seniority shall be the sole determining factor for assignment of the first fifty percent (50%) of earned vacation time for the calendar year. Vacation requests must be submitted between January 1 and January 15 of each year. After the cut-off date, vacation time will be granted on a first come, first served basis by submitting a written request to the Police Chief or ~~their~~his designee at least two (2) days prior to the use of

vacation. The Police Chief may waive the two (2) day notice as special circumstances arise. ~~Dispatcher~~[Emergency communications specialist](#) requests will be considered separately from Patrol Officers requests. The Police Chief shall have two (2) business days to approve or deny any requests for vacation made after the initial January 15th period.

- f) Vacations must be taken in equivalents of one (1)-work week increments, for 50% of earned- vacation time. The Police Chief may approve the use of whole or half hours, providing that Section E is met and such approval does not create a force of coverage or a hardship upon the shift or unit as determined by the Police Chief.
- g) If an employee voluntarily transfers from one shift to another shift or one division to another division and ~~theirhis/her~~ vacation or floating holiday has already been approved prior to the transfer, ~~theyhe/she~~ must resubmit ~~theirhis/her~~ request. The transferee shall not bump another employee's approved vacation or floating holiday regardless of seniority.
- h) Once vacation time is approved, an employee may not change it.
- i) An employee who is entitled to more than two weeks of vacation may ~~_~~choose to receive compensation for the weeks in excess of two weeks in lieu of taking the vacation time off. No employee may cash in more than two (2) weeks in any given anniversary year. Any employee hired after September 1, 2018 must accumulate three (3) weeks prior to being able to cash in any time in excess of the three (3) weeks. A request for this compensation option must be submitted to the Police Chief.
- j) At the sole discretion of the City, any employee that is hired as lateral entry consistent with this agreement may also be granted an advanced placement on the vacation schedule, consistent with Article 11. However, any employee granted shall receive no more than two (2) weeks of vacation time during the first year of employment. Said employees will assume the vacation time allotment above upon the first anniversary date of start date for work. [Employees who are granted additional vacation accrual as a lateral entry pursuant to this section shall be eligible to accrue and use vacation time at such rate during their probationary period, but shall not be eligible to receive a payout of accrued but unused vacation time if the employees leaves employment for any reason during their first year of employment. If the employee leaves employment after the first year of employment and before two years of employment, the employee shall be eligible for a payout of 50% of accrued vacation time. Following two years of employment, the](#)

employee shall be eligible for a payout of accrued vacation time consistent with this Agreement.

- k) Vacation time is recognized by the parties as compliance with Maine's Earned Paid Leave Law (EPL) as enacted in 2020. The first forty (40) hours of vacation time annually may be used in smaller hourly increments and for any reason in compliance with EPL. For the first year of employment only, the first forty (40) hours of earned sick time may be used in compliance with this law.

ARTICLE 14

RETIREMENT

Section 1:

The City agrees to continue to participate in the Maine Public Employees Retirement System (MPERS), which includes the Biddeford Police Department. ~~Effective July 1, 2003, the~~The City ~~agrees to participate~~ in the MPERS Special Benefit Plan 3-~~CN~~ and ~~will allow~~ eligible employees within ~~these law enforcement and emergency communications divisions of the~~ bargaining units ~~may who~~ elect to participate in this plan ~~to do so~~. Effective July 1, 2010 for service provided after July 1, 2010 and not applicable to service provided prior to July 1, 2010, the City agrees to add the cost of living provision to MPERS. Both the City and the Union agree the City has no retroactive obligations related to its participation in this special ~~benefit~~ plan or the Cost of Living Adjustment plan. It shall be a condition of employment for all new employees to select and participate in the Maine State Retirement System or the 457 plan that is currently being offered under this agreement.

~~Effective the date of the signing of the 2021 contract, all eligible dispatchers shall be allowed to join/convert to the MPERS Special Benefit Plan 3-C. The parties will implement the change as soon as mutually possible.~~

Employees that elect to receive deferred compensation instead of MePERS shall receive a contribution by the City to the employee's 457 Deferred Compensation Plan equal to four percent (4%) of their total gross earnings from wages. In addition, any employee who elects to defer compensation into said plan shall receive an equal matching contribution by the City up to a maximum of four percent (4%) of the employee's total gross earnings from wages.

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If during the life of this agreement the City forms a workgroup to study the viability of the City's participation in other retirement plans than those currently offered by the City, two representatives of the Police Department will be included.

Section 2.

The City and the Union agree to establish a retire / rehire program for members of the Biddeford Police Department subject to the terms and conditions set forth in this Section. Any member of the Union who has completed twenty-five (25) years of creditable service with MainePERS, regardless of age, shall be eligible to participate in this program.

Employees who have completed the necessary years of creditable service and who are eligible to retire under applicable MainePERS rules shall provide the Chief with thirty (30) days' notice of their intent to retire. Employees under age 59 ½ may not enter into an agreement with the City to be rehired prior to retirement, but may indicate at the time of notice of intent to retire whether they would be interested in being rehired by the City, subject to position availability and rehire requirements. Employees may not be eligible for rehire if they retired while under investigation or while disciplinary action was pending.

Upon retirement, all employees will be fully separated from service with the City, including termination of all benefits and payout of all accruals as may be required under this Agreement. An employee who has retired and wishes to return to work for the City may opt into this program within twenty-four (24) months following the employee's actual retirement date by providing written notice to the Chief. Rehire by the City will be subject to availability and funding, as well as all pre-employment conditions required by the City. The Chief shall retain the sole discretion to rehire an employee who has retired from the City under this program, taking into consideration past performance and the needs of the Department.

Employees under age 59 ½ may not return to work for the City sooner than thirty (30) days after separating from employment or the employee's effective retirement date, whichever is later. The duration of employment for all employees who are rehired by the City following retirement shall be limited to thirty-six (36) months from the employee's retirement eligibility date. The City, at its sole discretion, may authorize up to an additional twenty four (24) months of participation in the program, for a total rehire period of up to sixty (60) months from the employee's retirement eligibility date, provided that the employee submits a written request for an extension to the Chief

at least twelve (12) months in advance of the end of the initial rehire term. The City's decision on any extension request shall be final and not subject to grievance or arbitration.

If rehired by the City following retirement, employees shall be permitted to collect a retirement benefit from MainePERS while continuing to work for the City, subject to all applicable IRS and MainePERS regulations. Rehired employees shall be solely responsible for any and all taxes and/or penalties assessed as a result of employee's employment with the City under this program, including, but not limited to, any early distribution tax assessed as a result of employee's collection of benefits under the MainePERS retirement plan. Such additional taxes and penalties shall not be subject to negotiation.

If rehired by the City following retirement and for the duration of such employment following retirement, the City shall be responsible for the contribution to MainePERS' Aggregate Unfunded Actuarial Liability (the "AUAL"). Rehired employees may elect to participate in the City's 457 retirement plan, subject to the provisions of the current plan for all other employees, but the City shall not make any matching contributions to said plan during the employee's participation in this program as a rehired retiree.

Upon return-to-work following retirement, employees shall be eligible to receive the rate of pay they received from the City at the time of retirement consistent with the City's lateral hiring practices. Upon rehire, employees will be provided with vacation and sick leave accruals per this Agreement, and their years of service prior to retirement will be considered as continuous upon rehire for purposes of determining the rate of accrual. If an employee separates from employment with the City prior to completing a full year, they will be eligible for a prorated cash out of earned vacation but shall not be eligible for a cash out of earned sick time.

Members who are enrolled in the program will be granted seniority and rank consistent with their seniority and rank at the time of retirement, unless the employee and the Chief agree that the employee may return to work at a lower rank. All other rights that would be afforded to the employee through the Collective Bargaining Agreement (CBA) shall apply except as set forth above. Employees who retire and are rehired under this program shall not be eligible for promotion, unless authorized by the Chief. The City shall not be obligated to provide light duty to employees participating under this program. Employees rehired under this program shall be required to provide a four (4) week notice prior to separation from employment.

The terms of this program are subject to all applicable rules and regulations of MainePERS and the IRS. The parties acknowledge that such rules may change from time to time, which is beyond the control of either party. The City reserves the right to suspend or terminate this program at any time in the event of such changes.

ARTICLE 15

UNION BUSINESS

Authorized representatives of the Union who are employees covered by this Agreement may be paid at the straight time hourly rate when attending grievance meetings or conducting negotiations with the City, subject to the following conditions:

Such meeting is held during said employee's scheduled straight time working hours, and said employee would have worked had ~~they~~~~he/she~~ not attended said meeting, and attendance is authorized by the Police Chief.

- a) The time paid for shall be limited to actual meeting time during scheduled straight time working hours, plus necessary time, if any, spent during scheduled straight time working hours in traveling between employee's work location and meeting location.
- b) The City shall not pay more than one (1) union representative at grievance meetings, up to and including meetings with the Police Chief, and no more than two (2) at grievance meetings with the Police Commission.
- c) The City shall not pay more than two (2) union representatives per bargaining unit at negotiations meetings with the City. In no case will the total paid union representatives exceed five (5).
- d) The City shall allow members of the Union to meet together twelve (12) times during the course of one (1) year in the multi-purpose room in the Police Facility Building at the discretion of the elected steward and Police Chief or ~~their~~~~his~~ designee. On-duty personnel may attend the meetings with pay provided the Police Chief or ~~their~~~~his~~ designee previously authorizes it.

ARTICLE 16
GRIEVANCE PROCEDURE

The purpose of the grievance procedure shall be to settle all grievances between the City and the Union, or one of its members, as quickly as possible, so as to insure efficiency and to promote employee morale. The adjustment of a grievance shall be pursuant to the following procedure:

- a) The Steward or his designee shall submit the details of such grievance in writing to the immediate supervisor. Within two (2) days thereafter, the immediate supervisor shall meet with the grievant and a Steward of the grievant's bargaining unit for the purpose of adjusting or resolving such grievance.
- b) If such grievance is not resolved or adjusted to the satisfaction of the grievant and Steward, the steward shall within five (5) days, forward the grievance, in writing, to the Police Chief or ~~their~~his designee. Within five (5) days thereafter, the Police Chief or his designee shall meet with the said grievant and Steward of ~~their~~his/her bargaining unit for the purpose of adjusting or resolving said grievance.
- c) If such grievance is not adjusted or resolved to the satisfaction of the grievant and steward, then the Union shall, within ten (10) days, notify the City Manager in writing. The City Manager shall meet with the Union for the purpose of adjusting or resolving such grievance within ten (10) days of being notified by the Union in writing, or the Union's delegate in writing.
- d) If the grievance is not resolved to the satisfaction of the Union within ten (10) days after said meeting with the City Manager, the Union may, within (10) days, request that the grievance be submitted to arbitration. The City and the Union shall have ten (10) days after said request to agree upon an arbitrator. If the Union and the City cannot agree on an arbitrator, the Union may, within five (5) days thereafter, submit the grievance to the Maine State Board of Arbitration and Conciliation. The rules of the Maine State Board of Arbitration and Conciliation shall govern the procedure for the selection of the arbitrator and the arbitration procedure.
- e) The decision of the arbitrator shall be binding on all matters contained in this Agreement, which may be binding.
- f) The time limits for processing the grievance may be extended by written consent of the parties executed before the expiration of the time limits prescribed.

- g) All grievances shall be filed no later than seven (7) days after the occurrence of the event or knowledge by the employees of the event giving rise to the grievance.
- h) The parties shall bear equally the expense of the arbitrator. All other expenses attendant to arbitration shall be borne by the party incurring them, including cost of transcript and expenses of any witnesses called.
- i) The City of Biddeford recognizes the right of the Union to make a reasonable investigation of the circumstances surrounding any grievance; the City further agrees to cooperate with the Union in all such investigations.

** For the purpose of this Article, days are to mean business days. Business days are defined as Monday to Friday excluding holidays.

ARTICLE 17 **BEREAVEMENT LEAVE**

- a) Leave of absence for no more than ~~three (3)~~five (5) working days with pay for the scheduled working hours missed will be granted in the case of a death in the employee's immediate family. ~~“Immediate family” shall mean spouse, parents, brothers, sisters, children, significant other, siblings, partners of parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepparents, stepchildren, grandparents, grandchildren, legal guardian and current or former foster children, foster parents, or any other relative living in the same household as the employee.~~ Leave of absence for no more than three (3) working days with pay for the scheduled working hours missed will be granted in the case of a death in the employee's grandparents, step grandparents, grandchildren, step grandchildren, cousins, siblings of parents, and children of siblings. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral. Employees must notify the Police Chief for such absences with proof of relationship. The Police Chief shall have discretion to grant additional days for bereavement leave or bereavement leave for other familial connections depending on the circumstances.
- b) The Police Chief shall allow absence with straight hourly pay for up to one (1) day for time necessary to attend a funeral of the following relatives: aunt, uncle, niece, nephew, or any other relative who may be living in the same household.

- c) If an above-named individual should die while the employee is on vacation leave, holiday leave, sick leave or personal leave, and other leave, ~~they~~he/she ~~are~~is not to be paid for these additional days nor ~~are they~~is he/she to receive any additional days off. Bereavement entitlement that is authorized under the conditions prescribed in Article 17(a) and Article 17(b) will be granted and the appropriate paid leave be credited accordingly.
- d) Additional paid time off may be granted at the sole discretion of the Police Chief charged to the employee's other accumulated leave.

ARTICLE 18
AVAILABILITY OF AGREEMENT

The City will make readily available to each employee a full and complete electronic copy of this bargaining agreement from which employees may copy or print this agreement in whole or in part.

ARTICLE 19
EQUIPMENT

The City agrees to provide all necessary equipment other than provided in Article 12 to perform duties related to police work as determined by the Biddeford Police Chief.

ARTICLE 20
SENIORITY

- a) Seniority will be determined as follows:
 - 1st by rank
 - 2nd if employees are of equal rank, then by date of rank, or date of appointment
 - 3rd if date of rank or date of appointment is the same, then by the last date of hire as an employee with the City of Biddeford Police Department.
- b) Seniority shall be a factor when considering job openings, promotions, and work shift assignments. However, seniority will not be invoked for the purpose of work shift assignments or job openings unless a work shift vacancy or job opening has already been created.

- c) However, in the case of lay-off, an employee within the Captains, Corporal / Sergeant, Detectives and Patrol Officers Bargaining Units may bump a junior employee in an equal rank or lower classification.
- d) Seniority shall be the sole determining factor for fifty percent (50%) of earned vacation weeks for the calendar year. These vacation requests must be submitted between January 1 and January 15 of each year. After the cut-off date, vacation time will be determined by a first come, first serve basis, by submitting a written request to the Police Chief or ~~their~~his designee at least two (2) days prior to the use of vacation. On a case-by-case basis, the Police Chief may waive the two (2) day notice as special circumstances arise.
- e) Seniority based on the date of hire shall include all Police Department non-supervisory employees for vacation purposes.

ARTICLE 21

UNION SECURITY

- a) Membership in the Local union is not compulsory; membership in the Local union is separate, apart and distinct from the assumption by an employee of ~~their~~his/~~her~~ equal obligation to the extent that ~~they~~he/~~she~~ 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 an employee is a member of the Union. The terms of this agreement have been made for all employees in the bargaining unit and not for members in the Local Union.
- b) 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 pays ~~their~~his/~~her~~ own way and assumes ~~their~~his/~~her~~ fair share of the obligations along with the grant of equal benefits contained in this Agreement.
- c) Employees in good standing laid off in accordance with Article 20 for reasons other than disciplinary action shall have recall rights to their position for not more than twelve (12) months from the effective date of layoff with no wage and benefit reduction.

Section 1 – Union Membership:

All employees who are members of the Union as of the date of this Agreement and all employees who hereafter become members of the Union, shall, as a condition of employment, maintain their membership in good standing in the Union for the duration of this Agreement.

Section 2:

The Union shall indemnify, defend and hold the employer 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 22

GENDER

The use of ~~the male or female~~ gender nouns or pronouns is not intended to describe any specific employee or group of employees but it is intended to refer to all employees in job classifications, regardless of sex ~~or identity.~~

ARTICLE 23

POLICE VEHICLES

The City agrees to maintain all police vehicles in a safe status that will pass ~~at a~~ certified inspection station.

Action to remedy any noted discrepancies shall be initiated by the City forthwith and corrected within a reasonable time.

The City shall welcome all written requests from any employee for safety features or other suggestions for any existing police vehicle or when ordering new police vehicles. The Police Chief shall review each request with the employee and make a decision as to the merits of it.

~~Any employee assigned a police vehicle who refuses to operate such police vehicle because he believes it to be unsafe, shall be assigned some other than unordinary detail.~~

ARTICLE 24

NO STRIKE

There shall be no stoppage of work or slow-down by the Union nor any lockout by the City during the life of this Agreement.

ARTICLE 25

UNION STEWARD

- a) At no time shall an employee be forced not to have the Union Steward of ~~theirhis~~ bargaining unit with ~~themhim/her~~ while going before any officer of the Department making any charges, or before being disciplined or for any other reason.
- b) No Union Steward shall be transferred, without ~~theirhis/her~~ prior approval in writing, to any other shift unless it can be proven that ~~theirhis/her~~ job performance is unsatisfactory or unless promoted to a higher rank.
- c) If the bargaining unit steward is unavailable or there is a conflict, then the employee will have the right of ~~theirhis/her~~ choice of steward.

ARTICLE 26

OVERTIME

- a) Employees shall be paid at the rate of one and one half (1½) times their regular hourly rate for all hours worked in excess of the weekly average of forty (40) hours in a pay week. Hours worked shall include paid sick leave, vacation, bereavement leave, holidays, and Worker's Compensation paid time off. In the event an employee who is an active reservist with the military attends a weekend drill assignment that causes the employees hours worked to fall below their regularly scheduled hours of work, the City agrees to pay the employee for the difference between the employee's hours worked and their regular 40-hour work week pay; however, such pay shall be paid at straight time and the hours shall not count as hours worked for purposes of calculating overtime.

- b)
 - 1. Separate files, one for Patrol Officers and one for Corporals, Sergeants, and Lieutenants shall be used by the on-duty shift supervisor.
 - 2. Employees, upon acceptance or refusal of overtime, will be rotated to the rear of the file. If an employee cannot be contacted, is on vacation, sick leave, or other authorized leave, or is working a police detail which extends beyond the starting period of overtime hours, ~~their~~his/her position in the file will not change.
 - 3. Corporals and sergeants will not fill Patrol Officers vacancies unless all available full and part-time Patrol Officers have refused. Lieutenants may fill supervisor vacancies but MAY NOT fill Patrol Officer vacancies
 - 4. The City will distribute overtime in as fair and equitable a manner as circumstances and job requirements will permit, and in accordance with Department Standard Operating Procedures (S.O.P) 02-10 and 07-01. . (The Police Chief or designee will oversee Records of overtime.)

ARTICLE 27

IN-SERVICE TRAINING

All required in-service training shall be paid in accordance to Article 26, Section A. In order to be eligible to receive compensation for attendance of required in-service training classes, the employee must successfully complete the requirements of the particular course of instructions being attempted. Failure to meet the requirements of a particular subject matter will result in nonpayment, and the employee may be required to retake the area of instruction failed. After two (2) failures, the employee may be reassigned or disciplined. The City further agrees to offer at least thirty (30) hours of in-service training per calendar year.

ARTICLE 28

EMPLOYEE RIGHTS

To ensure that an internal investigation of any employee involving non-criminal conduct assigned to an internal affairs investigator by the Chief of Police will be 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) Before any witness (excluding the complainant) is interviewed regarding an employee's conduct, the employee being investigated must be made aware of the investigation, and shall

be requested to sign a document acknowledging **theirhis** awareness. Upon refusal to sign, it shall be noted on the appropriate form. A witness must be shown the acknowledgement, if requested, prior to any questioning.

- B) As much as possible, the interview will be conducted in and at a reasonable time, taking into consideration the working hours of the employee and the legitimate interests of the department. The official conducting the investigation must advise the employee that an official investigation is being conducted. The investigating officer must inform the employee of the nature of the alleged conduct which is the subject of the investigation. The employee shall be informed of **their his**-rights under Garrity, and the complainant shall be identified. If it is known that the employee being interviewed is a witness only, **theyhe/she** shall be so informed. If called in for an interview while off-duty, the employee shall be compensated at **theirhis/her** regular rate of pay.
- C) The interview shall be conducted with the maximum amount of confidentiality possible.
- D) The interview of an employee suspected of violating departmental rules and regulations shall be limited to questions which are directly related to the employee's involvement in the alleged violation.
- E) The interview may not be conducted by more than two (2) interviewers at any one time.
- F) No employee shall be forced to submit to a polygraph examination against **their his/her** wishes by fear of penalty.
- G) An investigation shall be conducted without unreasonable delay, and the employee shall be advised of the final outcome of the investigation within twenty (20) business days of the initiation of the investigation. If, for any reason, the investigation cannot be concluded within the time limit, the employee being investigated shall be given an explanation of the delay and be advised of the outcome as soon as the investigation is completed.
- H) If the results of an investigation against an employee prove that the charges are unfounded, then it shall be so noted in the final report of the investigation.
- I) An employee shall have the right to a private or public hearing if **theyhe/she** so desires.
- J) An employee suspended for other than final disciplinary action shall receive **theirhis/her** regular weekly pay, not to exceed forty-five (45) working days.
- K) An employee suspended for an external investigation shall receive **theirhis/her** regular weekly pay up to forty-five (45) days; the Police Chief may extend the amount of paid days off for good and valid reasons.

If an employee is under arrest, or if the employee is a suspect or the target of a criminal investigation that makes them likely to be under arrest, the employee shall be afforded all rights granted under such circumstances to any other person. If the matter being investigated is to be handled administratively only, then the interviewer shall advise the employee of theirhis/her rights under Garrity. Otherwise, the employee must be advised of theirhis/her Miranda rights as required of any other person under similar circumstances.

An employee being investigated for a criminal offense may have an attorney present at any time during the interview. The employee shall be afforded a reasonable opportunity and facilities to conduct and consult privately with an attorney and/or the Union.

ARTICLE 29

BULLETIN BOARD

The City shall furnish a bulletin board of at least four (4) feet by four (4) feet, for any and all Union matters to be posted by the proper Steward. This board shall be placed in a suitable location that is agreeable to by the Chief of Police and the Union.

ARTICLE 30

WORK RULES

The Union shall be permitted to make suggestions regarding departmental rules and regulations. These suggestions will be submitted in writing by the Union to the Police Chief.

ARTICLE 31

PART-TIME WORK

Any officer of the department who engages in employment outside of theirhis/her regular duty hours shall be subject to call at any time to perform the duties and fulfill theirhis/her responsibilities of the Department. Further, any claims which may arise out of theirhis/her part-time service will not be chargeable in any form for benefits for which the City is responsible. Part-time work shall include work for another municipality as a part-time law enforcement officer. Should theirhis/her efficiency and productivity with the City of Biddeford be affected

adversely as determined by the Police Chief, the officer performing such part-time work may be required to submit a letter of resignation terminating such part-time work within two (2) weeks except when that two (2) week notice in the opinion of the Police Chief would cause an extreme hardship on the primary employer. Proof of such resignation shall be given to the Police Chief. The foregoing limitations do not apply to a “mutual aid” when agreed to by the City of Biddeford.

ARTICLE 32

CONSUMER PAID DETAILS

Outside assignments (consumer paid details) shall be administered by the Police Chief or theirhis designee. No personnel shall accept outside assignments on an individual basis. Part-time officers shall only work assignments or overtime when regular employees are not available.

Officers working consumer paid details shall be paid a flat rate of seventy-fiveone hundred dollars (\$10075.00) per hour for a minimum of four (4) hours.

The provisions of this Article become effective upon the signing of this Agreement.

ARTICLE 33

CALL BACK TIME

Whenever an employee is called to work outside of theirhis/her regularly scheduled working hours, theyhe/she shall be paid a minimum of four (4) hours pay at the rate of one and a half times the officer's base hourly rate. Any off-duty attendance required by the City at District Court or Superior Court or the Department of Motor Vehicle Hearings will be compensated for by the City at the rate of one and one half (1½) the officer's base hourly rate and the minimum pay shall be for four (4) hours. Further, any monies received by the officer(s) from other sources for such services shall be returned to the City as offsets. Such payments by the City shall be made on the next pay date after such services.

An employee who has reported for work prior to or just after the actual beginning or termination of theirhis/her shift, is in full uniform, and responds to an emergency from the Police Station shall be paid the applicable overtime rate for the duration of the emergency or for a minimum of one (1) hours of pay, whichever is greater.

ARTICLE 34
WORK WEEK

The normal workweek is that which is currently in effect. The City and the Union will negotiate any changes to the hours of work. [The Police Chief shall determine specific hours of work. The City and the Union entered into a Memorandum of Understanding effective October 26, 2023 regarding the work schedule for the Patrol Division, as set forth in Appendix G hereto. The parties agree to continue the schedule as outlined in the foregoing MOU until an alternative schedule may be negotiated and agreed upon by both parties.](#)

ARTICLE 35
SIGNS POSTED

The City agrees to place the responsibilities of the preparation for an adequate number of temporary no parking signs by the appropriate agencies who wish the signs to be posted. The Police Department shall post them.

ARTICLE 36
ACCESS TO PREMISES

Authorized agents of the Union shall, upon notifying the Police Chief or ~~their~~^{his} designee, have access to the employer's establishment, including the Biddeford Police Department headquarters, during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to.

ARTICLE 37
PERSONNEL RECORDS

- a) All personnel records, including home addresses, telephone number, and pictures of employees, shall be confidential and never released to any person other than the officials of the Biddeford Police Department, except upon subpoena from a competent court of law or upon written authorization of the employee, unless it invokes a criminal investigation.

- b) Upon request, an employee shall have the right to inspect theirhis/her official personnel records wherever kept. Inspection shall be during regular business hours of the respective repository and be conducted under the supervision of the Biddeford Police Department. An employee shall have the right to make duplicate copies for theirhis/her own use. No record(s) shall be withheld from a member's inspection.
- c) An employee shall have the right to include in theirhis/her personnel records written refutation of any material theyhe/she considers to be detrimental and submitted in time for process according to Article 16.

ARTICLE 38

WEEKLY PAY DAY

The City agrees to have all weekly paychecks delivered, if possible, on each Wednesday.

Employees going on vacation shall receive up to three (3) weeks earned vacation pay in advance, if requested, provided advance notice of at least fourteen (14) days is given.

ARTICLE 39

LEGAL AID AND PROTECTION

The City shall provide Police Professional Liability Coverage for employees covered by this Agreement to the extent and limits stated in such policy of insurance. Such insurance policy shall cover the employee when sued for damages as a result of acts as stated, defined, and limited in said policy which arises out of and in the regular course of duty. The limits of liability coverage shall be as stated, defined, and limited in said policy but shall meet or exceed the limits of the Maine Tort Claim Act.

ARTICLE 40

DISCIPLINARY ACTION

It is recognized that on occasion it is necessary to enforce rules by means of corrective disciplinary action.

In those instances where the employee's conduct or job performance requires corrective action, the normal course of action is in accordance with the current practice recognizing that corrective action must be performed within a reasonable time after the realization of the infraction or appraisal to be effective.

ARTICLE 41
HEALTH CLUB REIMBURSEMENT

The City agrees to reimburse Unit members for the difference between what the Health Insurance Company provides and the cost of membership at a health club. The City will reimburse for a health club membership up to a maximum of \$20 per month per unit member. In addition, the unit member must provide the Police Chief with proof of attendance.

ARTICLE 42~~43~~
DURATION OF AGREEMENT

Section 1:

This Agreement shall be effective as of January 1, 202~~5~~⁴, and it shall remain in full force and effect until June 30, 202~~7~~⁸⁵. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations process.

Section 2:

In the event that either party desires to terminate this Agreement, written notice of desire to cancel or terminate the Agreement must be given to the other party not less than sixty (60) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

Section 3:

In the event of inadvertent failure by either party to give the notice set forth in Sections 1 and 2 of this Article, such party may give such notice at any time prior to the termination or automatic

renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of the Agreement shall be the sixty-first (61) day following such notice.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this _____ day of _____, 2025~~4~~, to be effective as of ~~Ju~~anuary 1, 2025~~4~~ (unless otherwise noted).

FOR THE CITY

FOR TEAMSTER~~S~~ LOCAL NO. 340

CITY MANAGER

Brett Miller, PRESIDENT

Ed Marzano, SECRETARY / TREASURER

~~Chris Shepard, TEAMSTERS~~
~~LOCAL 340~~ BUSINESS –AGENT

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Appendix A APPENDIX A



City of Biddeford
Police Department

DOMESTIC PARTNER AFFIDAVIT

I, _____ and _____ certify that we have been in a relationship for _____ (_____) years and intend to remain so indefinitely, neither one of us is married to anyone else, we are both at least eighteen (18) years of age, we are not related by blood to a degree that would prohibit marriage in the State of Maine, and that we are jointly responsible for each other's common welfare, share significant financial obligations, and share our primary residence.

The employee agrees to notify the City of Biddeford in writing within thirty-one days of any termination of our domestic partnership. A written termination statement shall affirm that the partnership is terminated and that a copy of the termination statement has been mailed to the other partner.

Signed and dated this _____ day of _____ (month) _____ (year).

Employee Signature _____

Domestic Partner Signature _____

Notary Public Signature _____

My Commission Expires _____

APPENDIX B

APPENDIX —B

UNIFORM LIST

Below, is a list of items that may be issued based upon job assignment, as determined by the Chief of Police and in accordance with Article 12 of this Agreement. Accordingly, not all items are issued to each member.

- 1 – Five Star Hat
- 1 – Rain Hat Cover
- 1 – Hat, Knit (Watch Cap)
- 2 – Baseball hats (~~yellow and subdued~~)
- 3 – ~~511~~ Class B Short-sleeve Uniform Shirt(s)
- 3 – ~~511~~ Class B Long-sleeve Uniform Shirt(s)
- 3 – ~~511 Trousers or Blauer Trousers~~ Class B Uniform Pants
- ~~3~~ – ~~Blauer Short-sleeve Shirts~~
- ~~3~~ – ~~Blauer Long-sleeve Shirts~~
- 3 – ~~511~~ shorts
- ~~2~~ – ~~Blauer Vest Carrier~~
- 1 – ~~Blauer All Season Jacket (Reversible traffic control)~~
- 1 – ~~Blauer Fleece Winter Jacket (shoulder patches only)~~
- 1 – BDU Shirt/Pants (Class C subdued)
- 1 – ~~5.11~~ Class A Uniform's (L/S Shirt and Pants)
- 1 pair – Shoes (or) Summer Boots (black) (\$135 max)
- 1 pair – Winter Boots (black) (\$185 max)
- 1 pair – Bicycle shoes
- ~~1~~ – ~~5.11 Big Horn Winter Jacket~~
- 1 – Rain ~~Jacket~~ coat (black/~~lime green~~ hi-vis)
- 1 – Traffic Safety Vest
- 1 – Neckties (~~Black~~ Navy)
- 1 – Tie Bar
- 1 – Belt, Sam Brown, Leather
- 1 – Belt, Sam Brown, Nylon
- 1 – Duty Holster (black)
- 1 – Drop down holster
- 1 – Off duty holster
- 1 – Magazine Pouch, Leather
- 1 – Magazine Pouch, Nylon
- 1 – Taser holster
- ~~1~~ – ~~Taser Strike Platform~~
- 1 – Handcuff Case, Nylon
- 2 – Handcuffs (Hinged or Chain)
- 2 – Handcuff ~~Cases~~ Pouch, Leather or ~~1 double handcuff case~~ Nylon

- 4 – Belt Keepers, Leather or Nylon
- 4 – Belt Keepers, Nylon
- 1 – Hat Shield
- 1 – Shirt Shield
- 1 – Velcro badge
- 1 set – Collar Brass (chrome)
- 1 – Knife (\$75 max)
- 1 – Case, Knife, Nylon
- 1 pair – Winter Gloves
- 1 pair – Search Gloves
- 1 – Name Tags
- 1 – Whistle – Chain - Hook (chrome)
- 1 – Strion Flashlight & Holder
- 1 – Pouch, OC Spray, Leather
- 1 – Pouch, OC Spray, Nylon
- 1 – Bag, cruiser
- 1 – Leather Glove Pouch
- 1 – TLR-1 HL
- CAT-7 Tourniquet & Celox
- CAT-7 Tourniquet holder
- Point Blank Alpha Elite Level III BPV Ballistic Vest
- Maverick External Carrier(s) (2) OR
- Guardian External Carrier (2)
- 2 - Point Blank 8 x 10 OR 10 x 12 Speed Plates
- Portable Radio
- Radio Microphone
- Radio Holder
- Radio Earpiece
- Radio Charger
- Microphone Loop (Vest Carrier)
- Handgun
- CEW
- Defensive Spray
- Weapon Magazines
- Ammunition

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APPENDIX C

WAGES
APPENDIX C

LATERAL HIRES AND VACATION ACCUMULATION

Effective the signing date the January 1, 2024 to June 30, 2025 contract, the following unit members have been granted lateral entry for the purpose of pay and vacation accumulation. The parties agree to keep an accurate and timely listing of all other unit members that may also be granted lateral entry during the life of this contract.

Name	BPD Anniv. Date	DOH Lateral Entry Credit
Angis, Lawrence	11/19/01	06/01/99
Ciampi, Anthony	2/5/2018	10/01/96
Pelletier, Jason	02/15/01	04/12/99
Quarles, John Lamar	3/15/2012	08/01/00
Simmons, Robert	7/28/2009	12/29/96
Walker, Bethany	05/13/23	05/01/98

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APPENDIX D

APPENDIX—D

ANNUAL RESILIENCY REVIEW

1. The parties agree to the implementation of a mandatory annual resiliency check-in visit with an approved professional counselor trained in the stresses of law enforcement/~~dispatch~~emergency communications work, and according to the following conditions:
 - a. The professional Counselor to be utilized shall be approved and agreed upon by both Management and the Union.
 - b. All medical/mental health privacy rights shall be retained by the employee other than as delineated further in this article. Other than confirmation of attendance at the annual check-in visit, any/all information exchanged or discussed between the employee and the counselor is strictly confidential and shall not be shared with the City without the employee's written consent, except that, if the employee has expressed or demonstrated behavior indicating they are an imminent danger to themselves or others the professional and licensed counselor shall report such information in accordance with their licensing responsibilities and applicable state law.
 - c. Nothing associated with the annual check-in visit may be used in a disciplinary manner except if the employee refuses to comply with the annual visit requirement.
 - d. All costs associated with the annual check-in visit shall be the sole responsibility of the City, including any insurance co-pays or deductibles associated with the use of employee health insurance.
 - e. Compensation: All time associated with the Check-in shall constitute work time and compensated at the employee's applicable rate of pay. (attendance at the visit, and travel time to and from the location of the visit). The employee shall also be compensated for travel costs/ mileage reimbursement at current adopted US mileage rates.
 - f. Both parties will agree on the location of the check-in visit.

APPENDIX E

APPENDIX — E

Current SOP on Promotions

Effective Date: April 29, 2020	CALEA Standards: Version 6.4 — 34.1.1
Rescinds: WD-02-06 published 5/21/19	Mandatory MCJA: — N/A
Date Approved: April 23, 2020	Next Review Date: April 23, 2021
Approved By: Chief Roger P. Beaupre	Distributed To: ALL SWORN OFFICERS

PURPOSE

The purpose of this order is to establish a uniform policy governing intra-departmental promotions to the ranks of Sergeant, and up to and including Captain. This order supersedes any previously established policy or order and shall remain in full force and effect unless otherwise amended or repealed.

POLICY

The Biddeford Police Department has a comprehensive promotional process for its members as prescribed by the Chief of Police. The Biddeford Police Department administers all aspects of this process.

The Chief of Police has the authority and responsibility for the promotional process within the Biddeford Police Department and shall direct the administration of the applicable written examinations and oral interviews.

Prior to being promoted to the rank of Corporal, an officer must have completed a minimum of continuous and uninterrupted twenty-four (24) months of service as a full-time police officer with any law enforcement agency, and be a graduate of the MCJA Basic Police School, or have received a waiver. Prior to being promoted to the rank of Sergeant, an officer must have completed a minimum of three (3) continuous and uninterrupted years of service as a full-time police officer with any law enforcement agency, and be a graduate of the MCJA Basic Police School, or received a waiver from attending the Basic Police School from the Maine Criminal Justice Academy Board of Trustees. If no Biddeford Police Officer applies for this position, or if all candidates fail the written examination, the position will be advertised outside the Department. Candidates must meet the minimum requirements previously set forth. (N.B. Holding the rank of Corporal is not a prerequisite for being considered, and being considered for, promotion to Sergeant.

Prior to being promoted to a rank higher than Sergeant, up to and including Captain, an employee must hold the rank of Sergeant. If no qualified Biddeford Police employee applies for this position, or if all candidates fail the written examination, the position will be advertised outside the Department. Should it be necessary to seek outside candidates, candidates must meet the following minimum requirements: at least five (5) years of previous law enforcement experience as a full-time Police Officer, with a minimum of two (2) years of police supervisory experience.

Should any of these positions result in the seeking of outside candidates, nothing in this policy is intended to prevent any member of this Department from applying or re-applying for any position being advertised, provided that they meet the minimum requirements.

DEFINITIONS

PROCEDURES

~~Once the Chief of Police determines that any of the above listed positions may become available, a notice shall be posted on the Department's bulletin board, or by internal e-mail notification. Prior to being considered for promotion, an eligible employee must have completed all phases of the promotional process, including but not limited to, the written examination and oral interview. Whenever possible, the written examination portion of the process will be administered within twenty (20) days from the notice of position availability. The Oral Board will be convened after the tabulation of scores, and only if more than one candidate has passed the written portion.~~

~~A. WRITTEN EXAMINATION~~

- ~~1. An eligible employee who desires to be considered for promotion must submit a written request to participate in the promotional process to the Chief of Police. The request must be received not later than the date and time specified in the notice.~~
- ~~2. Unless special or unusual circumstances exist, as determined by the Chief, an employee who fails to submit a timely request will not be allowed to participate in the promotional process.~~
- ~~3. Once the deadline for submission of requests has passed, the Chief shall see to the preparation, prepare and administration of a written examination for the ranks of Sergeant and higher. The written examination that may include, but not limited to: material from the Law Enforcement Officers Manual; annual in-service training that is required by M.C.J.A.; Maine Criminal Statutes; Maine Motor Vehicle Statutes; Departmental Rules, Regulations, Policies and Standards.~~
- ~~4. A candidate who wishes to review his/her written examination must submit a written request to the Chief within three (3) days after being advised of the examination score.~~
- ~~5. The passing score for the written examination will be determined by the Chief of Police and made known to the candidates prior to the administration of the exam. If no passing score is set, all scores are considered as passing.~~
- ~~6. Written examinations will be administered only when an opening for promotion is anticipated or actually exist at the time of testing. All written examination scores will remain valid for ninety (90) calendar days after the date of the written examination. If an opening for promotion occurs during the time that the test scores are valid, there will be no additional written testing, unless an employee was promoted during the period that the test scores remained valid. In this case the employee so promoted, would be allowed to take the written examination for the higher rank for which s/he is eligible. The written examination has an assigned value of 45 points of the total score.~~

~~B. ORAL INTERVIEW~~

- ~~1. The next step in the promotional process is the oral interview. An Oral Interview Board will be selected by the Chief of Police, and comprised of at least three (3) supervisory officials. Members of the Oral Board may be from either the Biddeford Police Department or other Criminal Justice Agencies; serve in a management, supervisory, or training capacity. The names of those individuals serving on the Oral Board will be posted on the Department's bulletin board at least three (3) days prior to the interview. Each board member shall prepare questions ahead of time and submit the questions to the Chief of Police or designee for review and comparison. Board members will receive a final list of questions at the time of the oral boards and will ask each candidate the same questions. Promotion to the rank of Corporal, begins with this step (Oral Interview) of the promotional process.~~
- ~~2. At the conclusion of the oral interview, each board member will submit all questions and personal notes to the Chief of Police. The Chief of Police shall keep these questions and notes on file for a minimum of five (5) days after posting of the final scores and make them available for visual inspection. This review shall be restricted~~

to the individual candidate's oral score. Other interview sheets may be available for visual inspection by the Union's Business Agent.

3. An average Oral Board score will be determined, and an assigned value of 50 points is added to the written exam weighted score for ranks of Sergeant and higher. This is calculated by multiplying the average score by .50 for Sergeants and higher, and .95 for the rank of Corporal. (Total points possible at this stage of the process is 95).

C. SENIORITY VALUE

Seniority has an assigned value of five (5) points of the total score and is determined as follows: one (1) point is awarded for each five (5) years of completed service as a full time police officer with the Biddeford Police Department to a maximum of five (5) points. Total points possible at this stage is one hundred (100).

D. SELECTION OF CANDIDATE

If there are four (4) or fewer candidates, the Chief of Police may waive the promotional process and select one of the four (4) or fewer candidates.

If there are more than four (4) applicants, once all scores have been compiled and a total score has been determined, the Chief of Police shall post the names of the top four (4) candidates and their respective scores on the Department's bulletin board. The Chief of Police shall consider these top four (4) candidates for the appropriate available position. The Chief shall then select his choice from the top four (4) for promotion.

E. PROBATION

A newly promoted individual will be on probation for a period of six (6) months, commencing on the effective date of promotion.

APPENDIX F

Safety Subcommittee

Section 1: It is understood that all employees are responsible for maintaining safety within the workplace. All Police Department employees are responsible for maintaining a clean and tidy workspace and either addressing or reporting hazards, or the potential of hazards, to their supervisor or a member of the Safety Subcommittee as appropriate.

Section 2: To further promote safety within the workplace the Police Department Safety Subcommittee has been created. The Safety Sub Committee will meet regularly at times determined by the committee to:

a) Discuss safety issues, incidents and accidents that have occurred since the last meeting.

b) Identify and plan to mitigate perceived safety issues in the future (such as, but not limited to, seasonal changes that affect working conditions).

c) Ensure that important safety information is disseminated appropriately to all employees.

Section 3: Committee Structure: The Safety Subcommittee shall be comprised of at least one individual regularly assigned to each shift as well as at least one Lieutenant, Corporal, Captain, Deputy Chief, or Chief. Other people may be invited to attend committee meetings to offer advice or provide information on specific subjects.

Section 4: Confidentiality: Members of the Safety Subcommittee must maintain confidentiality when issues are discussed that relate to an injury sustained by an individual. The focus of such a conversation should be on exactly what happened and how it happened as well as what can be done in the future to prevent similar issues from occurring, not on who was involved in the incident.

Section 5: Minutes: Minutes will be maintained for all meetings and will be published as determined by the committee.

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APPENDIX G

Memorandum of Understanding regarding 11-hour Schedule for Patrol

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Total Cost of Biddeford Police Union Contract July 1, 2025 - June 30, 2028

	Current	July 1, 2025	July 1, 2026	July 1, 2027
Patrol	\$ 2,522,790.40	\$ 2,632,762.50	\$ 2,754,148.80	\$ 2,889,140.80
Patrol Supervisors	\$ 1,439,152.00	\$ 1,551,139.20	\$ 1,644,323.20	\$ 1,710,072.00
Emergency Communi	\$ 1,048,756.80	\$ 1,102,587.20	\$1,157,936.00	\$1,212,348.80
Data Analyst	\$ 74,880.00	\$78,166.40	\$81,286.40	\$84,552.00
Professional Standarc	\$ 65,936.00	\$69,492.80	\$75,150.40	\$78,145.60
Records Tech	\$ 56,888.00	\$ 64,667.20	\$ 67,246.40	\$ 69,929.60
IT Director	\$101,545.60	\$111,700.16	\$ 120,088.54	\$ 128,494.74
Maintenance	\$ 56,742.40	\$ 59,012.10	\$ 62,899.20	\$ 67,059.20
Parking Officer	\$ 51,875.20	\$55,921.89	\$58,156.80	\$ 60,486.40
Animal Control Office	\$ 52,707.20	\$54,815.49	\$58,739.20	\$ 62,982.40
Court Officer	\$ 71,406.40	\$74,262.66	\$77,230.40	\$ 80,329.60
FTO Stipend	\$ -	\$ 11,440.00	\$ 22,880.00	\$ 22,880.00
Education/Military Sti	\$ -	\$ -	\$71,240.00	\$ 71,240.00
SRO Stipend	\$ -	\$ -	\$ 4,160.00	\$ 4,160.00
On-Call Pay	\$ -	\$ 5,200.00	\$ 10,400.00	\$ 10,400.00
	\$ 5,542,680.00	\$ 5,871,167.58	\$ 6,265,885.34	\$ 6,552,221.14

City of Biddeford



2025.163 **IN BOARD OF CITY COUNCIL...December 2, 2025, BE IT ORDERED** that the Biddeford City Council hereby approves the Collective Bargaining Agreement with Teamsters Union Local No. 340 affiliated with the International Brotherhood of Teamsters for the Biddeford Police Department, which is effective July 1, 2025 to June 30, 2028.

Attest by: _____
Robin Patterson, City Clerk