

**CITY OF ELLSWORTH
AGREEMENT**

THIS AGREEMENT made and entered into this 18th day of JUNE, 2007 by and between the CITY OF ELLSWORTH (hereinafter referred to as the "City") and the ELLSWORTH POLICE ASSOCIATION affiliated with the MAINE ASSOCIATION OF POLICE (hereinafter referred to as the "Union").

PREAMBLE

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

Article 1 - Unit Recognized

The City recognizes the Union as the sole and exclusive bargaining agent for all permanent, full-time police officers, full-time sergeants, and full-time dispatchers employed by the City in its Police Department but excluding all supervisory employees and part time employees and temporary employees in said Department.

Article 2 - No Discrimination

Section 1 Employees covered by this Agreement shall have the right to join the Union or refrain from doing so. No employee shall be favored or discriminated against by either the City or the Union because of membership or non-membership in the Union. Neither the Union nor the City shall discriminate against any employee for activity for or against the Union as protected by 26 M.R.S.A. ss 963

Section 2 Both the City and the Union agree that neither of them will discriminate against any employee because of race, creed, color, age, sex or national origin, as these terms may be defined under the applicable Federal anti-discrimination laws. Both parties will share equally the responsibility for applying this provision of the Agreement.

Article 3 - Dues Deductions

Section 1 The City shall deduct regular monthly dues and fees upon receipt of a signed authorization from each employee (a copy of which is to be retained by the City) and a certified statement from the Secretary-Treasurer of the Local Union as to the amount of dues and fees. Such authorization shall be for the life of this Agreement. An

employee may notify the Union in writing no more than twenty (20) days and not less than ten (10) days before the expiration of the agreement of their desire to revoke an authorization for check off, and upon receipt of such notification, it shall take effect immediately.

Section 2. The City shall forward all such dues and fees so collected to the Secretary-Treasurer of the Local Union before the end of each month in which deductions were made. In the event dues and fees are deducted each week, the City shall forward such dues and fees to the Secretary-Treasurer of the Local Union before the tenth (10th) of the next month in which deductions were made.

Section 3 Fair share shall be 80% of the full dues rate or the employee may pay an hourly rate for other than negotiations representation by the Union; whatever option the employee chooses. The City will collect the fair share fees only with the employee's signed authorization, otherwise it shall be the responsibility of the Union to collect the fees.

Section 4. The Union shall indemnify and save the City harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and fees and remitting the same to the Union pursuant to this Article.

Article 4 - Other Employment

In recognition of the principle of a fair day's work for a fair day's pay, no employee covered by this Agreement may participate in any business or remuneration other than that of the City where, in the opinion of the City, such work interferes with the performance of the work of such employee or is in conflict with the interests of the City of Ellsworth, particularly as it relates to public safety and law enforcement.

Article 5 - Employment Status

Section 1. Employee Categories

A. Probationary Employee - A full time employee who has not completed the specified probationary period. Probationary employees shall accrue rights and benefits under this Agreement unless specifically excluded herein.

B. Full Time Employee - An employee hired and regularly scheduled to work a minimum of 40 hours per week period.

C. Regular Employee - An employee who has successfully completed the probationary period.

Section 2. Probationary Period

A. Dispatchers - A new full time employee to the bargaining unit in this position shall serve a probationary period of six (6) months subsequent to the employee's most recent starting date in the unit.

B. Police Officers - A new full time employee to the bargaining unit in this position shall serve a probationary period that begins on the employee's most recent starting date in the position and continue for a period of twelve (12) months subsequent to the employee's receiving a successful certificate of completion for the basic training course from the Maine Criminal Justice Academy. A new full-time employee to the bargaining unit in this position who has previously obtained a successful certificate of completion for the basic training course from the Maine Criminal Justice Academy and who has completed a twelve (12) month probationary period in another police department shall serve a probationary period of twelve (12) months.

C. Termination - Probationary employees may be terminated by the City at any time without just cause and shall not be subject to the grievance or arbitration procedures set forth in Articles 9 and 10 of this Agreement

Article 6 - Hours of Work

Section 1 For payroll purposes the "work week" shall be defined as a period of seven days beginning at 12:00 a.m. on Sunday nights and ending at 11:59 p.m. on the following Saturday.

Section 2. The payroll records of the City shall be the basis for establishing the number of hours worked by each employee.

Section 3. The City shall have the right to establish schedules of work. The City intends to maintain the present pattern of work schedules during the term of the Agreement. However, if the City determines that the pattern(s) of work schedules should be changed, the City shall meet and discuss the changes with the employees. Changes in work schedules shall be posted in advance on designated bulletin boards, and the City agrees to meet and discuss such changes with the Union, upon request. Any permanent shift change lasting more than 30 days will not be implemented for fourteen calendar (14) days from the date of notification to the Union. The present schedule for dispatchers is based on a 40-hour week and for police officers is based on a 40 hour week. A request for discussion shall not be deemed to prevent the implementation of changes during discussion.

Section 4 Nothing in this Agreement shall be construed to prohibit the City from requiring an employee to work beyond the normal work schedule to which that employee may be assigned if the requirements of the City so demand.

When the City is required to assign employees to additional shifts, they will be assigned to the least senior employee available. Employees being assigned to additional

shifts shall be given forty-eight (48) hours advance notice of shift assignment except in the case of sick leave, bereavement leave, jury duty, or other emergency type leaves.

Section 5 Police officers may swap shifts with another officer, with at least twenty-four (24) hours prior written notice to the Sergeant, Lieutenant, or the Chief of the date, shift, and names of officers or dispatchers who are swapping.

Article 7 - Management Functions

By law, ordinance and mandate of the citizens of Ellsworth, the City has been empowered to enforce all laws and ordinances within the City limits, and to perform similar services upon request of the State and surrounding municipalities. The City cannot, and does not wish, to delegate any of its powers and responsibilities to the Union beyond those provided for in this Agreement. To this end, the City shall continue to have the exclusive right to take any and all action it deems appropriate in the enforcement of all applicable laws and ordinances, and to direct the work force in accordance with its judgment, unless such right is expressly limited by a specific provision of this Agreement. All inherent common law, municipal, and management functions and prerogatives which are not expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the City.

It is recognized that except as expressly modified or restricted by a specific provisions of this Agreement, the City's rights, powers, authority, and duties include, but are by no means whatever limited to the direction, assignment and scheduling of shifts, operations, equipment and employees; to hire, select, promote, lay off, train and recall employees; to discharge, discipline, suspend, demote, or involuntarily transfer for cause; to retire employees as may be permitted by law; to maintain discipline, order and efficiency; to reduce or expand the employee complement; to establish or eliminate positions and job descriptions; to designate the equipment, methods and techniques to be used in the work of the employees; to introduce different techniques, and to eliminate existing techniques and procedures; to contract and subcontract work; and to enforce and ensure compliance with safety and security rules and rules of document in a procedures manual. The City's not exercising any right or function in a particular way, shall not be deemed a waiver of its right to exercise such function or right.

Article 8 - Work Breaks

Section 1 Coffee Breaks

Employees may take coffee breaks allowed by the City, whenever desired, barring calls

Section 2 Meal Breaks

Employees may take meal breaks whenever desired barring calls.

Section 3. Emergency Leave

An employee, upon giving notice to the officer in charge, shall be permitted to leave immediately, for up to one (1) hour without loss of pay necessitated by an emergency concerning the employee's home or family. Any additional time shall be charged to the appropriate leave. Upon return from leave, the employee shall provide details sufficient for the Police Chief to determine if the time taken meets the conditions of this section. Police officers may take cruisers home in emergencies.

Section 4. Personal Business While on Duty

Police officers may conduct personal business while on duty, such as cash checks and short errands.

Article 9 - Subcontracting

Section 1 Management shall maintain the right to establish contracts or subcontracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the union or of discriminating against its members. When work customarily performed by the employees of the bargaining unit is or will be performed by others, the City shall meet and confer with the Union concerning its impact on the bargaining unit. Any change will not be implemented for fourteen calendar (14) days from the date of notification to the Union.

Section 2. If the City's subcontracting will result in a loss of a job of an employee, the City will meet and consult with the Union over the loss of the job. In addition, the City will:

1. fill a posted vacancy within the Police Department, if any, with an affected employee who is qualified for that vacancy;
2. if there is no posted vacancy for which an affected employee is qualified, the City will attempt to find a vacancy elsewhere within the City's work force, which would provide comparable employment and offer such employment to the affected employee;
3. if there is no comparable employment available elsewhere within the City's work force, the City will attempt to obtain an offer of employment for an affected employee from a subcontractor.

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

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

1. the layoff of the former City employee by the subcontractor was due to the loss of the contract with the City of Ellsworth;
2. the City of Ellsworth resumes the performance of the work formerly performed by the contractor;
3. because of the resumption of such work by the City of Ellsworth, a vacancy exists in the Police Department for which the former City employee is qualified, then the City shall recall that former city employee for employment with the City of Ellsworth as follows:

A laid-off employee or former employee may be given notice of recall by certified mail sent to the employee's last address in the City's records. Within seven (7) calendar days after the certified receipt date, a laid-off employee must signify their intention of returning to work to the Chief of Police. If delivery of the notice is unsuccessful, or if an employee fails to respond within seven (7) calendar days of certified receipt date, such employee shall be considered to forfeit their rights to recall and shall be considered to have quit City employment. If an employee signifies to the Chief of Police their intention to return to work, he shall be given up to fourteen (14) calendar days of the certified receipt date within which to report to work. It shall be the responsibility of each laid off employee to keep the City advised of their current address

Article 10 - Seniority

Section 1. No probationary employee shall be entitled to seniority. Upon successful completion of the probationary period, an employee shall attain seniority as of the most recent date of hire.

Section 2. Seniority for dispatchers and for police officers shall be maintained separately and shall not be transferable between dispatching and police lines of progression. The Police Investigator shall continue to maintain their departmental seniority. The investigator will also receive applicable vacation and other benefits commensurate with their seniority. In the event of the elimination of the position of Police Investigator, the incumbent may return back to patrol duty and replace an officer with less seniority.

Section 3. Seniority shall be the deciding factor for transfers, promotions, demotions and layoffs, within the respective lines of progression for dispatcher and police officers where ability, qualifications, skill and performance are equal. The determination of ability, skill and performance initially rests solely with the City and shall be subject to the Grievance Procedure.

Section 4. An employee with one or more years of continuous service shall be entitled to retain the amount of seniority as of that employee's last date of work in case of layoff

for a period of 365 calendar days. Thus, if reemployed within 365 calendar days of layoff, an employee shall reacquire seniority. Time spent off the payroll in layoff will not be added to an employee's continuous service record with the City. If not rehired within the 365 calendar day period, all seniority shall be forfeited.

Section 5 The seniority list shall be brought up to date on January 1st of each year and immediately posted thereafter on the bulletin board for a period of not less than thirty (30) days after the execution of the Agreement and on each January 1st thereafter. Any objections to the seniority list, as posted, must be reported to the Chief of Police within ten (10) days from the date of posting. Objections made after the ten (10) days from the date of posting shall be deemed waived and the seniority list shall be deemed to be accepted.

Section 6. For the purpose of computing continuous service, it is agreed that time spent by an employee on vacation or sick leave or holidays, shall be included in the computation of continuous service as time worked. Absence due to disability of more than one (1) year's duration shall not be included in the computation of continuous service as time worked.

Section 7. An employee who voluntarily resigns from employment in good standing may, if reemployed within a period of 365 calendar days from last date worked for the City of Ellsworth as a full-time employee, be entitled to retain the amount of seniority the employee had at the time of termination if the person should be rehired as a regular employee of the City's Police Department. Seniority shall not accrue for the period of time the employee was not working for the City. In all other instances, a reemployed person will be treated as a new employee.

Article 11 - Discharge and Discipline

Section 1. The City will give written notice to any employee who is discharged or otherwise disciplined. A copy of the notice will be mailed to the Union within one (1) week of the notice to the employee. Grounds for discharge or other discipline shall be for just cause, including but not limited to:

1. Theft
2. Refusal to accept assignments
3. Reporting for work while under the influence of drugs or intoxicants
4. Leaving the job without permission of the Chief, Lieutenant, or Sergeant.
5. Conviction on a criminal charge
6. Material falsification of information given in application for employment
7. Negligence in the performance of duty
8. Use of controlled substances, which have not been prescribed (also including over-the-counter drugs where abuse is suspected) or intoxicants, while on duty
9. Obtaining or conveying confidential information held by the Ellsworth Police Department or other law enforcement agency without proper authorization

10. Repeated tardiness or absenteeism (i.e. such as abuse of sick leave)
11. Direct insubordination to a supervisor
12. Willful destruction of property

Section 2. The City's failure to invoke discharge or the strictest form of other discipline on one occasion for the commission of an offense constituting just cause for discharge or discipline shall not affect the right of the City to invoke discharge or a different or stricter form of other discipline for a later or different commission of the same offense. The City shall administer this Article consistent with the concept of progressive discipline.

Section 3. Any employee discharged must be paid in full for all wages owed by the City, including earned vacation pay and comp time, if any, in the next possible pay period.

Section 4. The Union requires that, within seven (7) calendar days after an employee has received notification of discharge or suspension, the effected employee must advise – the local union in writing of their desire to appeal such action. Notice of the appeal of discharge or suspension must be made to the employer in writing within ten (10) calendar days from the date of the discharge or suspension.

Section 5. Any disciplinary record, including counseling memos, more than twenty-four (24) months old, without any occurrence of any subsequent disciplinary offense within the 24-month period, will be purged from an employee's personnel file unless any offense currently in the file is a "serious offense." A "serious offense" shall mean any offense that has resulted in an employee's suspension from work for one day or more. A serious offense shall be purged from the file if there are no subsequent disciplinary offenses within a thirty-six (36) month period subsequent to the serious offense.

Section 6. In the case of removal of a police officer for cause, the City Council, shall, in addition to the procedures set forth in this Article provide for the notice and hearing required by Title 30A, ss 2671 MRSA.

Article 12 - Grievance Procedure

Section 1. Reasonable efforts shall be made to arrive at a fair and equitable resolution of complaints without resorting to the grievance procedure, hereinafter set forth. The employee and/or the steward shall informally bring the complaint to the attention of the Chief or Police and the parties will attempt to resolve the complaint. If it is not settled informally, the complaint may be pursued to the next step

Section 2. General Provisions

A. Days shall be business days, Monday through Friday, excluding legal holidays or days when City Hall is closed.

B. The grievance shall state the name of the aggrieved, the date the grievance occurred, the articles of the contract violated, and a brief statement of the grievance and remedy sought.

C. The time limits set forth in the procedure herein may be extended by mutual agreement verbally but confirmed in writing.

D. A grievance may be represented at any stage of the grievance procedure by a steward or business agent.

Section 3. Procedures

A. Step 1 - Department Head

The aggrieved employee must file their grievance within fifteen (15) days after first knowledge of the event giving rise to the grievance. The Department Head shall meet with the aggrieved within five (5) days of receipt of such grievance and, within five (5) days after the meeting to discuss the matter has concluded, submit a written answer.

B. Step 2 - City Manager

In the event the decision of the Department Head was not acceptable to the aggrieved, the grievance shall be appealed in writing within five (5) days of receipt of the Department Head's written decision, or when the written decision was due. The City Manager shall meet with the aggrieved within five (5) days of receipt of the appeal. At this time there shall be a full and open discussion including the reasons for the Union's claim(s). The City Manager shall submit a written answer within five (5) days after the meeting.

Section 3. By mutual agreement the parties may extend the time limits of any of the steps listed above. An agreement to extend time limits may be made verbally, later to be confirmed in writing. Any grievance not presented in accordance with the applicable time limits or other requirements in the steps listed above shall be automatically foreclosed and considered settled according to the last response given. Failure of the City to respond within the applicable time limits shall constitute a denial of the grievance.

Section 4. The Union, or its authorized representative shall have the right to examine time records and any other records pertaining to the computation of compensation of any employee's pay which may be in dispute or pertaining to a specific grievance.

Article 13 - Arbitration

Section 1. Appeal.

An arbitrable grievance is one concerning the interpretation, application, or alleged breach of any specific provision of this Agreement that has been properly processed through the grievance procedure as set forth in Article 12, and has not been settled at the conclusion thereof. An arbitrable grievance may be appealed to arbitration by the union by serving a written notice on the City within twenty (20) calendar days after the receipt of the notice described in Step 2 of the grievance procedure. The written notice shall indicate the Union's intention to appeal the matter to arbitration and set forth a written statement of the specific provision or provisions of the Agreement alleged to be violated.

If the grievance is not appealed to arbitration as provided in this Section with the twenty (20) day period, it shall be considered settled in accordance with the decision reached by the parties at the Step 1 meeting, or, if no decision was arrived at, then in accordance with the City's answer to Step 1 of the grievance procedure and the Union shall be deemed to have waived the arbitration. An individual employee may invoke this arbitration procedure through the Union

Section 2. Selection of Arbitrator

The Union and the City shall first confer to see if they can mutually agree upon an arbitrator. If the Union and the City are unable to agree to the selection of an arbitrator within ten (10) calendar days after the Union's notice of arbitration to the City, the Union shall request the American Arbitration Association (AAA) to initiate the arbitrator selection process pursuant to the AAA's Voluntary Labor Arbitration Rules.

Section 3. Arbitrator's Jurisdiction

The jurisdiction and authority of the arbitrator of the grievance, opinion, and award shall be confined exclusively to the interpretation of the express provision or provisions of this Agreement. The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement, or to hear the merits of any grievance which does not qualify as a grievance subject to the arbitration provision as defined in Section 1 of this Article. The arbitrator shall not impose on either party a limitation or obligation not expressly provided in this Agreement or establish or alter any wage rate or wage structure or interpret any Federal or State criminal statute or local ordinance when the compliance or noncompliance therewith shall be involved in the consideration of the grievance. He shall not consider any term or condition of employment or any other matter not expressly set forth within the provisions of this Agreement. The arbitrator shall not hear or decide more than one (1) grievance at any one time without the mutual consent of the City and the Union. The award and opinion of the arbitrator shall be submitted in writing within thirty (30) days of the close of the hearing(s). The arbitrator's decision shall be final and binding upon the Union, City, and its employees.

Section 4. Arbitration Expenses

The costs and expenses for the arbitrator shall be borne equally by the parties. The costs and expenses of witnesses, counsel, and for the production of any records and transcripts shall be borne by the party invoking the expense.

Section 5. Location of Hearing

All arbitrations under this article shall take place within the city limits of the City of Ellsworth, Maine.

Article 14 - Employee Rights

Section 1. An investigation of any member or employee suspected of violation of departmental rules and regulations or other misconduct shall be conducted without unreasonable delay and with maximum confidentiality. At the time of a formal interview or interrogation, the investigator shall inform the employee that an official investigation is being conducted and indicate the nature of the allegation which is the cause of the investigation. The complainant, if any, may be identified if anonymity is not required by circumstances. If the person being interviewed is a witness only, that fact shall be stated. Interviews of an employee suspected of violation of rules or of misconduct shall be limited to questions directly related to the allegation. An employee under arrest or the subject of a criminal investigation shall be afforded all rights granted under such circumstances to any other person. Within twenty (20) working days of the completion of the investigation the employee shall be notified of the outcome of the investigation.

Section 2. When made to the Police Department, a citizen's complaint, regardless of nature, can be lodged in person, by mail, or by phone, at any time. As part of the follow-up investigative activity, persons making complaints by mail or phone will normally be interviewed and a written, signed complaint prepared. Anonymous complaints will be followed up to the extent possible. If a person wishes to file a criminal complaint against a police officer, a formal complaint and a statement concerning the allegation shall be filed. Any investigation into a criminal matter shall be governed by the applicable Maine State Statutes. A copy of the investigator's report of a non-criminal allegation shall be given to the officer alleged to be involved.

Article 15 - Holidays

Section 1 The City recognizes the following as holidays:

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|------------------------|------------------|
| New Year's Day | Labor Day |
| President's Day | Columbus Day |
| Patriot's Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |
| Martin Luther King Day | |

Employees assigned to work on any one of these holidays shall work the holiday unless the employee is on vacation.

Section 2. All eligible employees shall receive in addition to any pay for hours worked on a holiday an additional amount of pay computed by multiplying ten (10) times a police officer's and eight (8) times a dispatcher's straight-time regular hourly rate of pay.

Section 3. Employees working on a designated holiday shall receive in addition to holiday pay, ten (10) hours pay (for all police officers) or eight (8) hours pay (for dispatchers) at one and one half (1 1/2) times their regular straight time hourly pay. If compensatory time off is allowed, it shall be taken on the basis of straight time days.

Article 16 - Vacations

Section 1. Each regular, full time employee shall earn paid vacation time based upon years of continuous service upon the employment anniversary date in accordance with the following schedule:

Years	Police Officers	Dispatchers
1	9 days	11 days
5	13 days	16 days
10	17 days	21 days
20	21 days	26 days

Section 2. Vacations shall be granted and scheduled by the Chief as it has been done in the past. While employees are encouraged to take vacations in periods of full weeks, partial weeks of vacation may be approved at the Chief's discretion. It is understood that because of the small size of the Police Department, the general rule is that no more than two (2) police officers and two (2) dispatchers may be on vacation at a time.

When a written vacation request is submitted to the City, the City shall give a written reply within ten (10) business days either granting or denying the vacation request.

Section 3. No vacation time may be carried over into a new anniversary year by an employee without the approval of the Chief. An employee who wishes to carry over vacation must present a written request to the Chief not less than thirty (30) days before the end of the employee's anniversary year. The Chief may approve the carry over of no more than eight (8) days vacation for Police Officers and ten (10) days for dispatch. There shall be no payment in lieu of vacation.

Section 4. For the purpose of computing vacation pay for police officers, a day's pay shall mean ten (10) times the straight-time hourly rate of pay. For purposes of computing a week's pay, the police officer's straight time hourly rate of pay shall be multiplied by forty (40). For the purpose of computing vacation pay for dispatchers, a day's pay shall

mean eight (8) times the straight time hourly rate of pay. For purpose of computing a week's pay straight time hourly rate of pay shall be multiplied by forty (40).

Section 5. Each employee shall be entitled to payment of all earned and unused vacation in the event of death or termination of employment.

Section 6. If a holiday occurs on an employee's vacation, he shall be given the option of being paid for the holiday or take one comp day.

Article 17 - Leaves of Absence

Section 1. Sick Leave

Sick Leave may be taken by an employee where illness or other disability prevents that employee from performing their duties. Employees will continue to use sick leave until it is exhausted or the employee is eligible to receive income protection benefits. When an employee is unable to work, they shall notify the Chief or dispatcher on duty as far in advance as possible so that plans for coverage can be made; but in no event shall advance notice be later than one (1) hour before the start of the scheduled shift.

Sick leave shall be earned by each employee at the rate of one (1) day per month of full time service. Sick leave shall be accumulated to a maximum of one hundred (100) days for police officers and one hundred twenty (120) days for dispatchers. In the event that the workday schedule is changed the maximum accumulation shall be modified correspondingly.

With the approval of the City Manager, an employee may receive an advance of up to fourteen (14) days of sick leave when an employee does not have sufficient sick leave accumulated.

A physician's certificate may be required of an employee or family member in order to receive paid sick leave for absences of three (3) or more consecutive days.

Up to five (5) personal sick leave days per calendar year may be used when a member of the employee's immediate family (defined in Section 5), residing in the household is sick or hospitalized, unable to care for themselves, and there is no other adult household member available to provide such care. The Chief has discretion to approve requests for the use of additional sick leave days on a case-by-case basis under this section with the explicit understanding and waiver of rights that such approvals or denials will not be the subject of a grievance by the Union.

Upon honorable retirement, (i.e. at the time of separation from service employees whose age and years of service with the City of Ellsworth, total at least 70), the City will buy back fifty percent (50%) of an employee's unused sick leave. Retiring employees shall have the option to use the sick leave buyback to pay for continuing health insurance premiums through the city's plan.

Section 2. Light Duty Work

Police officers or dispatchers who are disabled on account of injury or illness, thereby not being able to perform the full scope of their duties, may be assigned by the City to perform other work in the Police Department for which they may be fit to perform. It is understood that the City may first assign available light duty work to those employees who have become disabled as a result of job-related injury and are collecting benefits under Workers' Compensation Insurance.

Each time a disabled employee is examined by a physician, the employee shall request the physician to provide a statement to the City describing the employee's condition and the kinds of tasks which the employee may perform. The City may communicate with the physician to describe the available work to determine whether the employee is fit for that work. The City may then arrange work for the employee within the limitations set by the physician.

The work assigned to a disabled employee will be within the Police Department. The employee shall receive compensation for the position which the City normally paid the affected employee prior to the injury.

When an employee's physician certifies that the employee is fit to return to the regular job, the City shall return the employee to normal duties as soon as is reasonably possible.

Section 3. Leave of Absence

A regular full time employee may be granted a leave of absence without pay by the City Manager upon recommendation of the Chief. The granting or denial of a leave of absence shall be solely within the discretion of the Chief and the City Manager and shall not be subject to the grievance and arbitration procedures set forth in Articles 12 and 13 of this Agreement. No leave of absence shall exceed one (1) year in length. The purpose of a leave of absence is to protect an employee's existing continuous service. No vacations, holidays, or sick leave shall accrue during a leave of absence. An employee will be permitted to pay insurance premiums on the City's health insurance program for the employee and the employee's dependents while the employee is on an authorized leave of absence for not more than six (6) months.

The City may grant an unpaid leave of absence to an employee to attend labor conventions or seminars, provided the request for a leave of absence is received at least three (3) weeks before the leave of absence would commence. A leave of absence request under this paragraph shall not exceed five (5) days off. In reviewing such a request, the City shall consider the manpower available during the requested time of absence.

Section 4. Military Leave

Employees who are members of the National Guard or Military Reserves and are required to attend training sessions shall advise the chief far enough in advance so that schedules may be changed so that an employee may complete a full week of work. The city shall make up the balance between military service pay and an employee's regular compensation for those two work weeks an employee is required to attend summer camp. In order to be eligible for the City's contribution, an employee must present a receipt or

other evidence of military duty pay to the City. No employee shall be required to take vacation time to attend training sessions.

Employees called up for military service in a national emergency shall be granted a leave of absence for the duration of the required military service. Employees shall not be eligible for benefits during the period of service. Upon completion of service, employees will resume their position with seniority as of the date of the start of military leave.

Section 5. Bereavement Leave

Employees shall be granted up to three (3) consecutive work days from the date of death regardless of scheduled days off, with pay, for absence resulting from the death of a member of the immediate family, and up to two (2) additional consecutive work days from the date of death regardless of scheduled days off, with pay, for absence resulting from the death of a spouse, domestic partner or child. Immediate family shall mean the spouse or domestic partner, the parents of the spouse, and the parents, step-parents, guardian, children, step-children, brothers, sisters, wards, grandparents and grandchildren of the employee. Up to One (1) day with pay may be granted by the Police Chief in the case of any other death for attendance at the funeral. A request for the single-day bereavement will not be unreasonably denied.

Section 6. Jury Duty

An employee who is called for jury duty shall be paid the difference between the amount such employee would have received if he had worked a scheduled work day and the amount paid as jury duty compensation upon presentation of an official statement of jury pay received. When not required at court during scheduled hours of work, an employee is expected to report for work.

Article 18 - No Strike, No Lockout

Section 1. For the duration of this Agreement, the Union, its representatives and members shall not authorize, cause, assist, encourage or participate in any strike, slow-down, boycott, picketing or other interference, interruption, cessation or stoppage of work at any of the City's operations. Inducing or participating in any such activity shall constitute cause for suspension or discharge under this Agreement.

Section 2. No Lockouts. In consideration of this no-strike pledge by the Union, for the duration of this Agreement, the City shall not lockout its employees.

Article 19 - General Provisions

Section 1. The supervisors shall be permitted to work as they have in the past, without restriction with regard to the nature of the work performed except as modified by Article 23 - Compensation. The City agrees that it will not use this provision for the purpose of reducing the number of employees in the bargaining unit.

Section 2. The City shall provide coffee, cream, sugar, filters, and a commercial type coffee maker in the Police Department.

Section 3. Access to Premises

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to provided, however, that there is no interruption of an employee's work.

Section 4. Stewards

The Union shall advise the City, in writing, of its designation of a steward and/or alternate. The authority of the steward and/or alternate designated by the Union shall be limited to, and shall not exceed the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- b. Transmission of messages and information to the City and employees which originates with and is authorized by the Union, provided the steward or Union reduces such messages and information to writing.

Section 5. Accidents

Under no circumstances will an employee be required or assigned to engage in activity in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment. If an employee believes that the use of City equipment endangers the safety of the employee, he shall report the situation to the Chief who shall take appropriate actions.

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. The employee shall make out an accident report in writing on forms furnished by the City and shall turn in all available names and addresses of witnesses to the accident.

Section 6. Bulletin Boards

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

Section 7. Identification Cards

The City shall provide each police officer with an identification card. Each employee shall be required to carry such identification on their person when not in uniform.

Section 8. Copies of Contract

The City shall provide each employee with one copy of this contract.

Section 9. Savings Bonds

The City shall make available savings bonds through payroll deductions.

Section 10. Payroll Errors

The City will correct substantial payroll errors, including those relating to compensatory time, by the next pay period upon verification of the error, otherwise in the next pay period.

Section 11. Out of Town Investigations

Police officers will be paid mileage for their own vehicles and reimbursed for meals while on out-of-town investigations.

Article 20 - Uniforms and Equipment

The City shall provide each police officer with uniforms, outerwear, and footwear in accordance with the City's current "as needed" policy.

Each police officer is responsible for maintaining the equipment issued in good condition. All wearing apparel and equipment issued by the City shall be considered the property of the city. Upon termination of employment, the employee must turn in all City equipment before receiving a final paycheck.

The City shall dry clean an average of two (2) police uniforms per week per police officer at a dry cleaning establishment of the City's choice. In addition, the City shall dry clean coats and jackets as needed.

The City shall provide protective vests to those police officers who wish to wear them. A police officer for whom such a vest is purchased must wear the vest at all times when the officer is on duty, except in exceptionally hot weather. Protective vests shall be replaced according to the manufacturer's recommendation.

The Police Investigator shall receive an annual clothing allowance in the amount of \$600. The Police Chief shall approve all purchases of clothing.

Article 21 - Job Descriptions

Section 1 The employer agrees to furnish the Union, within sixty (60) days of the effective date of this Agreement, with current job descriptions for each classification included in the bargaining unit. The employer further agrees to provide the steward and the Union with any changes in the formal job descriptions, and upon request, to discuss such changes with the Union

Section 2. In the event a new job is established by the City within the bargaining unit, the employer and the Union shall immediately enter into negotiations to establish a wage rate for said new job.

Article 22 - Insurance

Section 1. Health Insurance

The City shall continue to pay the insurance premiums for all full time employees, to provide health insurance coverage for an employee, dependent spouse, and dependents in accordance with the policies of the health plan) under the Maine Municipal Health Trust Comprehensive Health Plan or its equivalent. Any Employee with dependant coverage will pick up 5% of the total cost of the Health Insurance premium in force at the time of contract ratification. These rates will remain static through the contract term, are not retroactive and will go into effect the first pay period following the execution of this agreement, as follows: all employees enrolled in the health plan with dependent coverage shall pay \$13.49 per week for Family coverage, or \$9.71 per week for Parent and Child coverage

Section 2. Life Insurance

The City shall also continue to make available to employees, the option of an employee purchasing life insurance through the city's group plan.

Section 3. Other Insurance The City will establish an optional Section 125 IRS qualified Health Care Spending Account as a means for employees to pay for certain out-of-pocket health care or dependent care costs on a pretax and voluntary basis.

Article 23 - Compensation

Section 1. Wages

All employees covered by the Agreement shall receive wages as set forth in Schedule A that provides the following wage increases for all grades and all steps: Effective July 1, 2007 an increase of 3.0%; Effective July 1, 2008 an increase of 3.0%; Effective July 1, 2009 an increase of 3.0%. The straight time hourly rate for police officers shall be calculated by dividing the weekly salary by forty (40). Straight time hourly rate for dispatchers shall be calculated by dividing the weekly salary by forty (40).

Section 2. Overtime

Employees shall receive the premium rate of one and one-half (1 1/2) times their regular straight time hourly rate when working beyond their regularly scheduled hours.

Employees shall choose either compensatory time off or overtime pay for all hours worked outside of the regular scheduled duty hours. When filling a shift created by another's Comp Time use, Employee must not take payment as Comp Time. If compensatory time off is chosen, it shall accumulate at the time and one half (1 1/2) rate. Compensatory time off will be allowed to accumulate to a maximum of 100 hours or until May 30 of each year when all time accumulated shall be paid for by the City on the first pay day in June of each year, unless the employee elects to save fifty (50) hours from

all compensatory time earned, including holiday compensatory time off. When compensatory time off is paid for by the City, payment shall be based on the hours accumulated, paid at the employee's straight time rate and paid out on a separate check during the first pay period of June of each year. The City will buy down any compensatory time off at any time at the request of the employee.

Section 3. Overtime Preference

A. Patrol overtime shall be distributed as follows:

- Full time Officers
- Lieutenant
- Part-time Officers
- Chief uses floater per management rights to fill overtime shifts.

B. Dispatch overtime shall be distributed as follows:

- The open 8 hour weekly shift will first be distributed to the part-time dispatchers.

- All other overtime will be distributed as follows.
- Full time Dispatchers
- Part time Dispatchers
- Full time Patrol Dispatchers
- Lieutenant

The Police Investigator shall be assigned in the wheel of rotation on the basis as other full time police officers.

Section 4 Overtime Hours for Special Circumstances

A. Court Time

Any employee required to appear in court during off-duty hours for reasons related to the performance of their duties shall be compensated at the overtime rate for a minimum of three (3) hours. Fees received by the employee for such attendance shall be turned over to the employer.

B Call-Back Pay

If an employee is called back to work, the employee shall receive a minimum of four (4) hours of pay at the overtime rate. This shall also apply to employees required to attend a departmental meeting or training session. Call-back pay shall not apply to situations where an employee's call-back time is contiguous with the beginning or end of the employee's work shift.

C. Outside Details

Police Officers will receive the higher of \$35.00 per hour or their regular overtime rate for all outside details (e.g., OUI/Seatbelt grants, road construction, bank details) that are not paid by the City. For City-paid details (e.g., school details), police officers will be paid at their regular overtime rate. All outside details will be for a minimum period of four (4) hours. Police officers shall be paid for outside details through the City.

Section 5 Severance Pay

An employee meeting the following qualifications shall receive severance pay equal to two (2) weeks regular base pay:

- 1) Involuntarily terminates from employment unless such termination is for just cause; or
- 2) Retires as a result of health conditions that prevents the employee from working; or
- 3) Voluntarily leaves employment and at the time of separation from service, employee's age and years of service with the City of Ellsworth, total at least 70.

Section 6 Pay Steps

Employees in the unit hired after 1/1/93 shall move through the steps in accordance with the following schedule. The numbers refer to the years of continuous service in the unit, to move into that step from the previous step. Exp/Cert for a dispatcher shall mean that a dispatcher has a minimum of two years of full time equivalent service (4,160 hours) and have completed the CIO course. Exp/Cert for a police officer shall mean that the police officer has successfully completed the basic police officer training program at the Maine or equivalent police academy.

STEPS	A	B	C	D	E	F	G	H	I
NEW	Start	1	1	1	2	2	2	3	5
Exp/Cert			Start	1	2	2	2	3	5

Employees can be hired to the next higher step at the Police Chief's discretion. An Employee promoted to Investigator or Sergeant will receive a pay adjustment corresponding to the same step in the new grade.

Section 7 The position of Police Investigator shall be paid at Grade 11 corresponding to the mid-point between each step of Grades 10 and 12. The individual appointed to the position of Police Investigator shall be assigned to the same step in Grade 11 as they occupied in Grade 10. The position of Police Investigator shall be open to all officers with a minimum of three (3) years of experience within the department. Upon written request, the person serving as the Police Investigator may voluntarily return back to patrol duty.

Section 8. Employees promoted will be paid according to the corresponding step on the new pay grade.

Article 24 - Training

When an employee attends a school, seminar, or course related to law enforcement which has been approved by the Chief and which necessitates an employee's absence from scheduled duties, the City shall continue to provide the employee's wages and benefits for basic scheduled hours of work. The City will reimburse the employee for meals, travel, and lodging which are necessarily incurred in attending such a school, seminar, or course. With the approval of the Police Chief or Lieutenant the police officer may take a police cruiser to the training session.

When an employee submits a written request for training, it shall be approved or denied in writing within ten (10) business days of the date of submission to the City.

Article 25 - Retirement

A. The City shall provide a retirement benefit option providing a retirement through the Maine State Retirement Participating Local District Consolidation, Regular Plan A for dispatchers and Special Plan #4 for police officers.

B. Alternatively, the employee may elect to participate in the International City Management Association Retirement program offered by the City, in lieu of the Maine State Retirement Plan. The Employer's contribution shall be 7.25%. The employee shall contribute no less than 6.5%.

Article 25-1 RETIREMENT HEALTH SAVINGS

The City will establish an ICMA Retirement Health Savings (RHS) Plan that shall be funded as follows:

- Employees shall contribute 1 ½% of their gross wages (currently tax exempt subject to future IRS rulings) to the plan through payroll deduction.
- On the employee's anniversary date, any unused vacation time over 80 hours shall be contributed to the RHS plan.
- Upon honorable retirement from the City of Ellsworth an amount equal to 50% of any accumulated and/or banked sick leave shall be contributed to the account.
- The City shall contribute:
 - 1% of the employees gross wages in year one of the contract.
 - 1.75% of the employees gross wages in year two of the contract.
 - 2.5% of the employees gross wages in year three of the contract.
- Employees shall be eligible to make withdrawals from RHS account upon separation from the City of Ellsworth or at age fifty-five (55).

Article 26 - Physical Fitness Program

Section 1. Fitness requirements shall be immediately mandatory for all police officers who are covered by the terms of the collective bargaining agreement. The fitness requirements shall be the physical fitness assessments and norms as established by The Cooper Institute, Dallas Texas. Aged and gender based norms shall be the standards which apply.

Officers shall be tested annually during the month of May. The minimum passing level shall be the 30th percentile. The officers shall be tested using the same fitness tests which the Maine Criminal Justice Academy requires for entrance into the Basic Law Enforcement Training Program.

The City shall reimburse police officers who are off duty for 4 hours of call back pay. The officers shall receive the call back pay only if all tests are completed. If an officer who qualifies for call back pay is injured during the course of the fitness tests, they shall receive the 4 hours call back for the initial test, however they will not receive any further additional compensation for retaking the tests.

Section 2. Officers who pass all the assessment tests at least at the 30th percentile shall receive \$500 to be paid the first pay period following the assessment. Officers who pass all the assessment tests at the 40th percentile shall receive \$600 to be paid the first pay period following the assessment. Officers who pass all the assessment tests at the 50th percentile shall receive \$700 to be paid the first pay period following the assessment. Officers who pass all the assessment tests at the 60th percentile shall receive \$800 to be paid the first pay period following the assessment.

Officers who do not pass all the assessment tests shall receive a corrective memo, which may be a consideration for future evaluations, training opportunities and advancements. The corrective memo will be removed from the officer's file if they retake the fitness test(s) that they failed within 30 days and pass the test(s).

Officers who fail the assessment tests in two successive years shall receive a letter of reprimand which may be a consideration for future evaluations, training opportunities and advancements. The letter of reprimand will be removed from the officer's file if they retake the fitness test(s) that they failed within 30 days and pass the test(s).

Officers who fail the assessment tests in three successive years shall receive a one-day suspension without pay. The disciplinary action may be a consideration for future evaluations, training opportunities and advancements. The suspension shall be voided if they retake the fitness test(s) that they failed within 30 days and pass the test(s).

Officers who fail the assessment tests in four successive years shall receive a two-day suspension without pay. The disciplinary action may be a consideration for future evaluations, training opportunities and advancements. The suspension shall be voided if they retake the fitness test(s) that they failed within 30 days and pass the test(s).

Officers who fail the assessment tests in five successive years shall receive a three-day suspension without pay. The disciplinary action may be a consideration for future evaluations, training opportunities and advancements. The suspension shall be voided if retake the fitness test(s) that they failed within 30 days and pass the test(s).

Officers who fail the assessment tests in six successive years shall receive a four-day suspension without pay. The disciplinary action may be a consideration for future evaluations, training opportunities and advancements. The suspension shall be voided if they retake the fitness test(s) that they failed within 30 days and pass the test(s). Each subsequent successive failure shall result in a four-day suspension without pay.

Section 3 Any officer who fails the assessment test and does not successfully pass a retake test within 30 days shall be required to submit a completed Medical Examination form to the Chief of Police. The officer will provide a copy of their job description, the MCJA Medical Examination Form and the MCJA Consent and Medical History Form to their physician. These forms will only be used for the purpose of assisting the physician in determining the officer's fitness for duty. The examination form shall be completed and submitted to the Chief within 120 days of the initial failure. After reviewing the medical forms, the City may require the officer to complete a second examination with a doctor of the City's choice. If so required, the City will pay for the second examination.

Any officer who cannot take the fitness tests for medical reasons, shall provide the City with medical documentation specifying the medical reason which prevents the officer from taking the tests. If the City desires, the employee may be required to be examined by a second physician at the City's expense. If the physicians cannot reach an agreement, a third physician selected by the physicians shall make the determination and that determination shall be binding.

The employee shall perform the fitness tests within 60 days after receiving medical clearance. It shall be considered a fitness test failure if any officer does not perform the fitness tests in any given calendar year, unless for medical reason, while under doctor's care.

Section 4. Officers who retake any assessment test shall not receive overtime pay for the time spent taking the tests. If the officer passes the retake assessment test, they shall receive the appropriate stipend in the next pay period. Officers who are required to submit the Medical History and Examination forms shall not receive compensation for time spent obtaining the examination.

The City will provide individual membership at the Downeast Family YMCA or comparable facility of the City's choice.

The City will provide exercise equipment in the exercise room in City Hall. The equipment will be kept in good repair and will be of the type to assist the officer in meeting the requirements of the fitness tests.

Section 5. Part-time officers not subject to the Physical Fitness program must submit a letter of certification of fitness for duty (tied to the job description) upon hire and every two years from a qualified physician. Current Part-time officers will be provided a reasonable grace period to submit the required medical certification of fitness for duty. Failure to provide certification of fitness for duty will be cause for dismissal.

Article 27. Drug and Alcohol Use and Testing Procedure

While on the City of Ellsworth premises and while conducting City-related activities off the City of Ellsworth premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may participate in a rehabilitation or treatment program through the City of Ellsworth's health insurance benefit coverage.

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify the City of Ellsworth of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their Department Head or the City Manager without fear of reprisal.

The City of Ellsworth is committed to providing a safe, efficient, and productive work environment for all employees. Using or being under the influence of drugs or alcohol on the job may pose serious safety and health risks. Refusal to submit to drug testing may result in disciplinary action, up to and including termination of employment.

The following alcohol tests for safety sensitive employees will be conducted:

Post- Accident: Conducted after accidents on employees whose performance could have attributed to the accident

Reasonable Suspicion: Conducted when a supervisor observes behavior or appearance that is characteristic of alcohol misuse.

Return to Duty and Follow-up: Conducted when an individual who has violated the prohibited alcohol conduct standards returns to performing safety-sensitive duties; follow-up tests are unannounced and at least 6 tests must be conducted in the first 12 months after an employee returns to duty; follow-up testing may be extended for up to 60 months following return to duty.

Drug testing will take place at Maine Coast Memorial Hospital. The city will compensate employees for all time spent in testing. The cost of drug testing shall be borne by the city.

Copies of the drug testing policy will be provided to all employees. Employees will be asked to sign an acknowledgment form indicating that they have received a copy of the drug testing policy. Questions concerning this policy or its administration should be directed to the City Manager.

Article 28 - Duration of Agreement

Section 1. This agreement shall become effective on July 1, 2007 , and shall continue in full force and effect until midnight on the 30th day of June 2010. It shall be self-renewing for yearly periods unless notice of intention to terminate or modify this Agreement is given in writing by either party to the other not less than one hundred and twenty (120) days prior to the expiration date.

Article 29 - Separability

If any term or provision of the Agreement is at any time during the life of this Agreement in conflict with any law, such term or provision shall continue in effect only to the extent permitted by such law. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

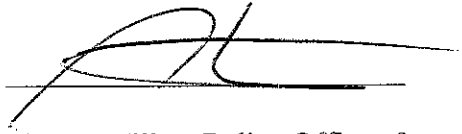
Article 30 - Other Agreements

The employer agrees not to enter into any agreement or contract with its employees, individually, or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

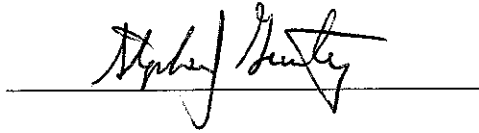
IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized representatives this 18th day of June, 2007.

FOR THE UNION:

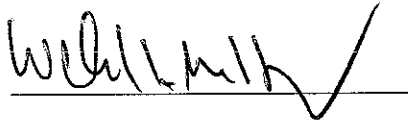
FOR THE CITY OF ELLSWORTH:



Shawn Willey, Police Officer &
President, Ellsworth Police Assoc



Stephen J. Gunty
City Manager



William K. McKinley, Attorney &
Business Agent, Ellsworth Police Assoc

Schedule A Police/Dispatchers Pay Table

Step	A	B	C	D	E	F	G	H	I	
Wages Effective July 1, 2006										
Grade 7	Annual	\$28,457.85	\$29,373.63	\$30,289.41	\$31,228.08	\$32,143.86	\$33,059.64	\$33,975.42	\$34,776.73	\$35,600.93
	Weekly	\$547.27	\$564.88	\$582.49	\$600.54	\$618.15	\$635.76	\$653.37	\$668.78	\$684.63
	Hourly	\$13.68	\$14.12	\$14.56	\$15.01	\$15.45	\$15.89	\$16.33	\$16.72	\$17.12
Grade 10	Annual	\$31,800.45	\$32,990.96	\$34,181.47	\$35,371.99	\$36,562.50	\$37,753.01	\$38,943.53	\$39,862.20	\$40,866.66
	Weekly	\$611.55	\$634.44	\$657.34	\$680.23	\$703.13	\$726.02	\$748.91	\$766.97	\$785.90
	Hourly	\$15.29	\$15.86	\$16.43	\$17.01	\$17.58	\$18.15	\$18.72	\$19.17	\$19.65
Grade 11	Annual	\$33,059.64	\$34,364.63	\$35,646.72	\$36,951.71	\$38,256.69	\$39,538.78	\$40,843.77	\$41,851.13	\$42,881.38
	Weekly	\$635.76	\$660.86	\$685.51	\$710.61	\$735.71	\$760.36	\$785.46	\$804.83	\$824.64
	Hourly	\$15.89	\$16.52	\$17.14	\$17.77	\$18.39	\$19.01	\$19.64	\$20.12	\$20.62
Grade 12	Annual	\$34,318.84	\$35,715.40	\$37,134.86	\$38,531.43	\$39,927.99	\$41,324.55	\$42,744.01	\$43,797.16	\$44,896.09
	Weekly	\$659.98	\$686.83	\$714.13	\$740.99	\$767.85	\$794.70	\$822.00	\$842.25	\$863.39
	Hourly	\$16.50	\$17.17	\$17.85	\$18.52	\$19.20	\$19.87	\$20.55	\$21.06	\$21.58
Wages Effective July 1, 2007										
Grade 7	Annual	\$29,311.59	\$30,254.84	\$31,198.09	\$32,164.92	\$33,108.18	\$34,051.43	\$34,994.68	\$35,820.03	\$36,668.96
	Weekly	\$563.69	\$581.83	\$599.96	\$618.56	\$636.69	\$654.83	\$672.97	\$688.84	\$705.17
	Hourly	\$14.09	\$14.54	\$15.00	\$15.46	\$15.91	\$16.37	\$16.82	\$17.22	\$17.63
Grade 10	Annual	\$32,754.46	\$33,980.69	\$35,206.91	\$36,433.15	\$37,659.38	\$38,885.60	\$40,111.84	\$41,078.67	\$42,092.66
	Weekly	\$629.90	\$653.47	\$677.06	\$700.64	\$724.22	\$747.80	\$771.38	\$789.98	\$809.48
	Hourly	\$15.75	\$16.34	\$16.92	\$17.52	\$18.11	\$18.69	\$19.28	\$19.75	\$20.24
Grade 11	Annual	\$34,051.43	\$35,395.57	\$36,716.12	\$38,060.26	\$39,404.39	\$40,724.94	\$42,069.08	\$43,106.66	\$44,167.82
	Weekly	\$654.83	\$680.69	\$706.08	\$731.93	\$757.78	\$783.17	\$809.02	\$828.97	\$849.38
	Hourly	\$16.37	\$17.02	\$17.65	\$18.30	\$18.94	\$19.58	\$20.23	\$20.72	\$21.24
Grade 12	Annual	\$35,348.41	\$36,786.86	\$38,248.91	\$39,687.37	\$41,125.83	\$42,564.29	\$44,026.33	\$45,111.07	\$46,242.97
	Weekly	\$679.78	\$707.43	\$735.55	\$763.22	\$790.89	\$818.54	\$846.66	\$867.52	\$889.29
	Hourly	\$17.00	\$17.69	\$18.39	\$19.08	\$19.78	\$20.47	\$21.17	\$21.69	\$22.23

Schedule A Police/Dispatchers Pay Table

Step	A	B	C	D	E	F	G	H	I	
Wages Effective July 1, 2008										
Grade 7	Annual	\$30,190.93	\$31,162.48	\$32,134.04	\$33,129.87	\$34,101.42	\$35,072.97	\$36,044.52	\$36,894.63	\$37,769.03
	Weekly	\$580.60	\$599.28	\$617.96	\$637.11	\$655.80	\$674.48	\$693.16	\$709.51	\$726.32
	Hourly	\$14.51	\$14.98	\$15.45	\$15.92	\$16.39	\$16.86	\$17.32	\$17.74	\$18.16
Grade 10	Annual	\$33,737.10	\$35,000.11	\$36,263.12	\$37,526.14	\$38,789.16	\$40,052.17	\$41,315.19	\$42,311.03	\$43,355.44
	Weekly	\$648.79	\$673.08	\$697.37	\$721.66	\$745.95	\$770.23	\$794.52	\$813.68	\$833.76
	Hourly	\$16.22	\$16.83	\$17.43	\$18.05	\$18.65	\$19.26	\$19.86	\$20.34	\$20.85
Grade 11	Annual	\$35,072.97	\$36,457.44	\$37,817.61	\$39,202.07	\$40,586.52	\$41,946.69	\$43,331.16	\$44,399.86	\$45,492.86
	Weekly	\$674.48	\$701.11	\$727.26	\$753.89	\$780.51	\$806.67	\$833.29	\$853.84	\$874.86
	Hourly	\$16.86	\$17.53	\$18.18	\$18.85	\$19.51	\$20.17	\$20.84	\$21.35	\$21.88
Grade 12	Annual	\$36,408.86	\$37,890.47	\$39,396.37	\$40,877.99	\$42,359.60	\$43,841.22	\$45,347.12	\$46,464.41	\$47,630.26
	Weekly	\$700.17	\$728.66	\$757.62	\$786.12	\$814.61	\$843.10	\$872.06	\$893.54	\$915.97
	Hourly	\$17.50	\$18.22	\$18.94	\$19.65	\$20.37	\$21.08	\$21.80	\$22.34	\$22.89
Wages Effective July 1, 2009										
Grade 7	Annual	\$31,096.66	\$32,097.36	\$33,098.06	\$34,123.77	\$35,124.46	\$36,125.16	\$37,125.86	\$38,001.47	\$38,902.10
	Weekly	\$598.02	\$617.26	\$636.50	\$656.23	\$675.47	\$694.71	\$713.96	\$730.79	\$748.11
	Hourly	\$14.95	\$15.43	\$15.91	\$16.40	\$16.88	\$17.36	\$17.84	\$18.27	\$18.71
Grade 10	Annual	\$34,749.21	\$36,050.11	\$37,351.02	\$38,651.93	\$39,952.83	\$41,253.73	\$42,554.65	\$43,580.36	\$44,656.10
	Weekly	\$668.26	\$693.27	\$718.29	\$743.31	\$768.33	\$793.34	\$818.35	\$838.09	\$858.77
	Hourly	\$16.71	\$17.33	\$17.95	\$18.59	\$19.21	\$19.83	\$20.46	\$20.95	\$21.47
Grade 11	Annual	\$36,125.16	\$37,551.16	\$38,952.13	\$40,378.13	\$41,804.12	\$43,205.09	\$44,631.09	\$45,731.86	\$46,857.64
	Weekly	\$694.71	\$722.14	\$749.08	\$776.50	\$803.93	\$830.87	\$858.29	\$879.46	\$901.11
	Hourly	\$17.36	\$18.05	\$18.73	\$19.42	\$20.10	\$20.77	\$21.46	\$21.99	\$22.53
Grade 12	Annual	\$37,501.12	\$39,027.18	\$40,578.26	\$42,104.33	\$43,630.39	\$45,156.45	\$46,707.53	\$47,858.34	\$49,059.17
	Weekly	\$721.18	\$750.52	\$780.35	\$809.70	\$839.05	\$868.39	\$898.22	\$920.35	\$943.45
	Hourly	\$18.03	\$18.76	\$19.51	\$20.24	\$20.98	\$21.71	\$22.46	\$23.01	\$23.58