

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF LEWISTON
AND
LEWISTON POLICE SUPERVISORY COMMAND UNIT

July 1, 2007 to June 30, 2010

**ARTICLE 1
PREAMBLE**

This Agreement is entered into by the City of Lewiston, hereinafter referred to as the "Employer", and the Lewiston Police Supervisory Command Unit, hereinafter referred to as the "Union".

**ARTICLE 2
RECOGNITION**

Section 1.

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours of work and other conditions of employment for all sergeants, lieutenants and captains hereinafter referred to as "Employees".

Section 2.

The Union and the Employer acknowledge that they have fully bargained upon all matters which were a subject of collective bargaining and that the terms and conditions set forth in this Agreement express the full and complete agreement of the parties. In the event that either party desires to meet and discuss items which are not included in this Agreement at any time during the term of this Agreement, it may give notice of such desire to the other party. If the other party agrees to meet and discuss those matters, and if the parties reach an agreement, such agreement shall be set forth in a formal amendment to this Agreement and shall not become effective until so documented. This provision shall not be deemed to imply any obligation to meet and discuss any items, such action being purely discretionary with each party.

**ARTICLE 3
UNION SECURITY**

Section 1.

Members of the Lewiston Police Command Unit who are members of the Union, or who may become members during the term of the Contract shall remain members of the Union in good standing and membership shall be irrevocable during the term of the Contract, except that the Employee may revoke his membership effective upon the expiration of this Agreement provided the Employee notifies the Employer and the Union in writing at least thirty (30) days and not more than sixty (60) days prior to the expiration of this Agreement.

Section 2.

Membership in the Union is not compulsory. However, those employees who choose not to join the Union shall be subject to one of the following options:

1. The Employee may sign a payroll deduction authorization form authorizing the deduction of seventy five (75%) of the regular weekly Union dues; or
2. The Employee may elect to be represented by the Union on a fee-for-service basis. The Union may charge such an Employee a reasonable fee, for any requested services, including reasonable fees for employee representative services, attorney's fees and costs and expenses and arbitrators' fees and expenses.

**ARTICLE 4
CHECK OFF**

Section 1.

The Employer agrees to deduct Union dues and/or Union benefit premiums upon receipt of authorization cards from Employees who desire to have the Employer deduct such dues and/or premiums. The Treasurer of the City of Lewiston, after such deductions are made, will remit on a monthly basis monies deducted to the Treasurer of the Lewiston Police Supervisory Command Unit, Lewiston Police Headquarters, Lewiston, ME 04240, along with a list of current Union members for whom deductions are made.

Section 2.

The Employer will make no deduction on account of assessments for back dues. The forms of written authorization to be honored by the Employer for the deduction of Union dues and/or premiums shall be supplied by the Union.

**ARTICLE 5
HOURS OF WORK**

Section 1.

- (a) Subject to the provisions of Section 2, below, bargaining unit employees in the patrol division shall be scheduled for a minimum average work week of forty (40) hours based on three shifts with a mutually agreeable starting time:

- 6:30 a.m. to 4:00 p.m. with a one-half (1/2) hour lunch break; 2:30 p.m. to 12:00 a.m. with a one-half (1/2) hour lunch break; 10:30 p.m. to 8:00 a.m. with a one-half (1/2) hour lunch break on a work cycle of four days of duty followed by two days off. Supervisors will be assigned to patrol shifts based on seniority pick of the three shifts. The opportunity to change shift selection will occur every four months. Shift change shall occur in the first week of January, May and September. Shift selection ballots shall be provided by the Employer to all Supervisors at least four weeks prior to the shift change. Supervisors will complete and return shift selection ballots at least three weeks prior to the shift change. Any Supervisor failing to complete a shift selection ballot may be assigned at the discretion of the Chief of Police for that upcoming shift rotation.
- (b) Subject to the provisions of Section 2 below, all supervisors working a Monday through Friday schedule such as C.I.D., Administration and Support Services shall work a 40-hour work week with mutually agreeable starting times, with a half hour (1/2) hour lunch break and two fifteen (15) minute breaks, all inclusive.
 - (c) The schedule for the member(s) of the Special Enforcement Team will be a 'five and two' work week. Changes to this schedule will be by mutual agreement of the parties.
 - (d) Sergeants, who are interested in being assigned to the Selective Enforcement Team, will have an opportunity to express their interest to the Deputy Chief. This interest will be expressed at the beginning of each calendar year on a Special Assignment interest form. If the list of interested sergeants contains at least two (2) names, the selection will be made from said list. If there are less than two (2) volunteers, then the selection will be made by the Chief of Police from the complement of sergeants assigned by the patrol division for a period not to exceed nine (9) months.
 - (e) Absent the circumstances noted in the final sentence in the paragraph above, assignment to the Special Enforcement Team will be for a period of up to two (2) years. By mutual agreement, extensions up to one (1) year at a time may be made.
 - (f) Primarily the Sergeant of the Special Enforcement Team will work a forty (40) hour work week, Monday through Friday, from 8:00 a.m. to 4:30 p.m. with a one half (1/2) hour lunch break. To meet the operational demands and other related activities, the hours of work can be changed by mutual agreement. The Special Enforcement Team and Sergeant are assigned to the Patrol Division.

Section 2.

The Employer reserves the right to make temporary or emergency changes in the scheduling of any or all members of the bargaining unit; provided that whenever practical, notice of any such change shall be given to those affected at least two (2) weeks in advance. Temporary changes shall be for a period of nine (9) months. Assignments

may be extended beyond the nine (9) month period by mutual agreement between the Chief of Police and the Union.

ARTICLE 6
MEAL PERIODS

Section 1.

Each Employee shall be granted a lunch period of thirty (30) minutes during each full work shift.

Section 2.

Employees working the day watch on Easter Sunday, Thanksgiving Day and Christmas Day shall be granted an extra hour for lunch and one half (1/2) hour on New Year's Day; provided, however, the Chief shall have absolute authority to deny such extra hour (or ½ hour) or to call Employees back to duty during some or all of said such extra hour (or ½ hour) when he deems it advisable to do so and no person thus denied some or all of the extra hour shall be entitled to pay for the loss of such benefit.

ARTICLE 7
HOLIDAYS

Section 1.

The following days shall be recognized and observed as paid holidays:

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

Each eligible employee shall receive one (1) day's pay for each of the holidays listed above on which he performs no work

Additionally, each member shall be given eight (8) hours of compensatory time off on January 1st of each year.

Section 2.

An Employee shall be eligible for holiday pay if he is on authorized sick leave or on authorized leave of absence.

To be eligible for holiday pay, an Employee must have worked his last scheduled work day prior to the holiday and his first scheduled work day after the holiday, and also the holiday if scheduled to work on that day, unless he is excused by the Employer or is absent for any reasonable purpose. Reasonable purpose shall include illness. The Employer, however, may require a physician's certificate if an Employee claims that illness prevented him from working on his last scheduled work day prior to the holiday and/or his first scheduled work day after the holiday.

If a holiday is observed on an Employee's scheduled day off or during his vacation, he shall be paid for un-worked holiday.

Section 3.

If an Employee works on any of the holidays listed above, he shall be paid at time and one half (1 ½) on his regular shift, plus an additional eight (8) hours of pay at the regular rate of pay for his holiday.

Employees shall receive time and one half (1 ½) of his regular shift whenever working the night shift on the eve of Christmas and New Years' Day, the morning shift ending on the day shift of Christmas and New Years' Day (exclusive of the night shift on such holidays), plus an additional eight (8) hours of pay at the regular rate of pay for his holiday.

Section 4.

If a supervisor works additional hours beyond his regular shift on any holiday listed above, he shall be compensated for those hours at the rate of two and one half (2 ½) times his normal rate of pay.

Section 5.

All supervisors in C.I.D. and the supervisory staff in support services shall absent themselves from duty (unless otherwise directed, at the discretion of the Chief) on Thanksgiving, Christmas and New Years if they would otherwise been required to work those days and shall be paid their regular holiday pay. Said supervisors may absent themselves from duty (unless otherwise directed, at the discretion of the Chief) on any of the holidays listed in Section 1, above, if they would otherwise have been required to work on those days and be paid their regular holiday pay.

Section 6.

- (a) The Employer shall continue the practice of permitting Employees to substitute for one another on regularly scheduled tours of duty (or some part thereof) in order to permit an Employee to be absent from work to attend to purely personal pursuits.
- (b) The trading of time shall have no effect on hours of work for overtime purposes and shall be on a no-pay basis for those replacing if the following criteria are met:
 - (i) The trading of time is done voluntarily by the Employees participating in the program and not at the behest of the Employer.
 - (ii) The reason for trading time is due, not to the Employer's operations, but to the Employee's desire or need to attend to personal matters.
 - (iii) The period during which time is traded and paid back be the calendar year.
- (c) The trading of time shall be at the discretion of and with prior approval of the Chief of Police.

ARTICLE 8

CALL BACK PAY

The Employer will provide a minimum of two (2) hours pay at the rate of time and one half (1 ½) whenever an Employee is called in for work at a time other than his regular shift; provided, however, that the minimum amount of pay shall not apply with respect to an Employee who is called for less than two (2) hours if the end of the call-in time falls at the commencement of his regular shift.

ARTICLE 9

SICK LEAVE

Section 1.

An Employee shall accrue one (1) day of sick leave for each month of service accumulative to one hundred seventy-five [175] sick leave days. An Employee may use 12-days of sick leave per year for the care of a sick child. In addition, sick leave for catastrophic illnesses involving the Employee's spouse and/or children may also be utilized to provide care to the extent of the Employee's accrued sick leave. Sick leave shall be earned by an Employee for any month in which the Employee is compensated for at least ten (10) days. After the Employee has been on Workers' Compensation for three (3) months, Workers' Compensation shall not be deemed to be compensation for the

purpose of the preceding sentence unless the injury which caused the Employee to be on Workers' Compensation occurred in an extra-hazardous situation as defined in Article 10, Section 3.

Section 2.

Upon retirement pursuant to the Maine State Retirement System, an Employee shall receive an amount equal to his salary at the time of retirement for one half (1/2) the number of accumulated unused sick leave, subject to a maximum of eighty [80] days.

Section 3.

The amount of payment for all unused sick leave is to be calculated at the Employee's rate of pay in effect on the pay day immediately preceding the Employee's separation.

Section 4.

Whenever possible, an Employee out sick shall notify the department of said sickness at least two (2) hours before the start of his scheduled shift. Failure to give proper notification may be cause for reasonable disciplinary action in the sole discretion of the Chief.

Section 5.

In the event an Employee becomes ill while on an assigned shift, and he has completed a quarter (1/4) of said shift, he shall be paid for one half (1/2) a shift and credited sick leave for the second half. If the Employee has worked three quarters (3/4) of his shift and becomes ill, he shall be paid one (1) day's pay with no loss of sick leave.

Section 6.

As an incentive to conserve sick leave, the City agrees to reimburse Employees at their regular rate of pay for eight (8) hours (straight time pay) for each Four (4)-month period in which no sick leave is used. Said period shall begin at 12:01 a.m. on July 1, 1993. Employees meeting these criteria may submit their written request to the Chief's Office for said reimbursement no later than thirty (30) days after becoming eligible. Absence of such written request shall disallow the Employee from receiving the incentive for any given four (4)-month period.

ARTICLE 10

EXTRA-HAZARDOUS INJURIES

Section 1.

Any Employee paid Workers' Compensation benefits for "Extra-Hazardous" injury in the line of duty as hereinafter defined shall be paid, in addition thereto, the

difference between the compensation benefits and his full weekly wages, or the percentage of his full weekly wages equal to his percentage of disability determined by Workers' Compensation Commission, all as reduced by earnings from other sources. Such supplemental income shall be payable for a period of a maximum of fifty-two (52) weeks.

Section 2.

In the event that an Employee is disabled longer than fifty-two (52) weeks, the Employee shall apply to the Maine State Retirement System for retirement.

Section 3.

Extra-hazardous injuries are defined as follows:

- (a) Injuries sustained from violent acts of persons being apprehended, arrested or detained.
- (b) Injuries incurred while standing in a roadway directing traffic, provided the officer has not unreasonably neglected to wear safety equipment provided the officer when available.
- (c) Injuries incurred during the official operation of a police motor vehicle in emergency situations.
- (d) Injuries sustained while actively engaged in suppressing riots, insurrections and similar civil disturbances.
- (e) Injuries sustained in any other authorized situation in which the officer is exposed to extra-hazardous conditions which contribute to the injury.
- (f) Extra-hazardous status will be awarded in the case of a recurrence of an injury if the recurrence is determined by competent medical authority to be related to a previous injury subject to the limitation of supplemental income for a maximum cumulative total of fifty-two (52) weeks.

Section 4.

The Employer reserves the right to grant such pay differential in cases not described above on a case-by-case basis, with no individual award being used as precedent in any other instance. Any such payment shall not be admissible in any arbitration proceeding.

ARTICLE 11
SENIORITY

Section 1.

A seniority list shall be established listing all Employees by rank covered by this Agreement, with the Employee with time in rank listed first. In the case where more than one Employee is promoted to the same rank on the same day, seniority shall be determined first by the Employee's rank, next by the length of time in rank, next by the Employee's time in rank immediately preceding the last promotion and finally by the Employee's length of service in the department. An Employee with time as a detective shall be senior to an Employee without such time. The Employer agrees to furnish the Union with a list of employees with their length of service within thirty (30) days after signing of this Agreement. Any objections to the seniority list as submitted shall be reported in writing to the Chief of Police within ten (10)-days, or the list will stand approved.

Section 2.

- (a) Seniority in rank within a division shall be the governing factor in all matters affecting vacation preference.
- (b) Seniority in rank shall be given due consideration when making a reduction in work force in instances where the Employees involved have equal skill, ability, training and experience. Seniority shall be determined as stated in Section 1 above.
- (c) In the event of a lay-off or a reduction in the size of the bargaining unit, an Employee may bump into another job in the same or lower classification, provided the Employee has the skill and ability to perform the work. The Police Chief shall determine whether the Employee has the skill and ability to perform the work.

An Employee who displaces another Employee in a lower classification shall become the most Senior Employee within that classification. The affected Employee may in turn exercise his right to bump as described above.
- (d) The City shall notify the individuals initially affected by such a reduction and then post the City's intent to reduce the work force on the department bulletin board at least two (2) weeks prior to the effective date of the first lay off.
- (e) An Employee must notify the City of his intention to exercise his bumping rights or accept lay-off within five (5) working days of the City's notice. The Employee who is bumped shall enjoy similar bumping rights or accept lay-off but must notify the City of his intention within three (3) working days.

- (f) An Employee who displaces another Employee will have two (2) calendar weeks during which to demonstrate his ability to satisfactorily perform the work. Failure on the part of the Employee to demonstrate his ability to satisfactorily perform the work required in the job he has bumped into will result in his having one (1) opportunity to bump into a lower classification. The determination as to whether the Employee has satisfactorily performed the job shall be the judgment of the Police Chief.
- (g) An Employee laid-off shall remain on the lay-off list for a fifteen (15)-month period. At the end of such fifteen (15)-month period, all names, whether re-called or not shall be purged from the lay-off list and be considered terminated. Any recall during said period shall be in reverse order of seniority providing the Employee has the skill and ability to perform the work, as determined by the Chief.

Section 3.

The promotion of an Employee shall be deemed final and permanent after the expiration of a period of twelve (12)-months. During the probationary period of any Employee, the Employer may terminate his promotion in the sole discretion of the Employer. During the probationary period of an Employee, the Employer will cause such Employee to be evaluated at least quarterly by one (1) or more of his Superior Officers. Each quarterly report will be discussed with the Employee and any weakness in his work will be reviewed with the objective of increasing his proficiency. The Employer may also discuss interim formal or informal reports with the Employee with the same object.

Section 4.

Promotions: The term promotion, as used in this provision, means the advancement of the Employee to a higher paying rank, i.e., Sergeant or Lieutenant.

- (a) Whenever the Employer decides to fill a job opening above, the rank of Sergeant occurring in any existing job classification or as a result of the development or establishment of new job classifications, the Chief shall request a certified list from the Human Resources Department.

Candidates certified and submitted to the Chief shall be compiled from those candidates who had applied for the written Promotional Exam and subsequently placed on the Eligibility List.

Section 5.

Each Employee who shall have completed ten (10) years of employment with the Employer on the date of a trimester rotation of assignments shall receive twelve (12) hours credit time as of the date of such rotation, such credit time to be utilized in the

same manner as any other vacation time. Such time shall not be scheduled for Monday or Friday except by special permission from the Chief.

Section 6.

Patrol Division Sergeants will be assigned in command for their respective shifts after shift bid placement. The Senior Sergeant shall be offered the opportunity to serve as the second-in-command of their respective shift assignment. If refused, the next Senior Sergeant shall be offered the opportunity. Should all Sergeants refuse, the Shift Commander will be responsible for making the second-in-command assignment.

ARTICLE 12

WAGES

Section 1.

Employees shall be placed on the appropriate seniority step indicated below:

SENIORITY STEPS*

	0-2YRS	2 YRS+	5 YRS+
7/1/07			
Sergeant	\$27.27	\$28.08	\$28.93
Lieutenant	31.47	32.41	33.38
7/1/08			
Sergeant	\$28.00	\$28.85	\$29.70
Lieutenant	32.50	33.50	34.50
1/1/09			
Sergeant	\$28.50	\$29.35	\$30.20
Lieutenant	33.00	34.00	35.00
7/1/09			
Sergeant	\$29.21	\$30.08	\$30.96
Lieutenant	33.83	34.85	35.88

***Matriculation to the next seniority step shall occur on the Employees' anniversary date, except as outlined in the attached Memorandum of Understanding.**

ARTICLE 13
VISITS BY UNION REPRESENTATIVES

Section 1.

The Employer agrees that Union representatives shall have access to the premises of the Employer at reasonable times and for reasonable periods of time during daytime working hours to conduct local Union business of this bargaining unit, provided that such business shall not interfere with the performance of the assigned functions of any Employees of the Employer who are on duty. Upon their arrival, such representatives will, as a courtesy, make their presence known and identify themselves to the Employer.

Section 2.

Up to three (3) members of the Union negotiating team shall be permitted to attend negotiating sessions at mutually agreed times without loss of straight-time pay. If more than three (3) members of the Union negotiating team are scheduled to be on duty, the Employer and the Union shall agree on which of such member shall have the benefit of this Section. An effort will be made to schedule negotiating sessions at times when fewer than three (3) members of the negotiating team are scheduled to be on duty.

ARTICLE 14
COMPENSATION FOR OUTSIDE WORK

Section 1.

An Employee hired by outside private individuals or organizations for police duty shall be paid for such service at one and one half (1 ½) times the Employee's hourly rate, payment to be made as soon as reasonable after such service. This section shall be effective as of the first payroll period commencing after the execution of this Agreement.

Section 2.

An Employee who performs such outside detail shall receive no less than a guarantee of two (2) hours pay for any such detail; provided, however, that this guarantee shall not apply to the jobs of short duration and regular repetition, such as escorting cash from commercial establishments to banks as has been the past practice. Any new jobs falling within the exception in the preceding sentence shall be compensated at a rate agreed upon in advance between the Employer and the Union Grievance Committee.

Section 3.

- (a) If an Employee reports for such private duty work five (5) to thirty (30) minutes late, the equivalent of one half (1/2) hour's pay shall be deducted. If he reports

thirty (30) minutes to one (1) hour late, the equivalent of one (1) hour's pay shall be deducted. If he reports more than one (1) hour late, he shall forfeit full pay and the opportunity to work that job and be charged with a refusal.

- (b) If an Employee works five (5) to thirty (30) minutes over the two (2)-hour period, he shall be paid an additional one-half ($\frac{1}{2}$) hour's pay. If he works thirty (30) minutes to one (1) hour over, he will be paid an additional hour's pay.
- (c) An Employee who reports late for private duty detail without having called in at least two (2) hours in advance with a reasonable excuse, in addition to the deduction or forfeiture of pay set forth above, shall be subject to reasonable disciplinary action.

Section 4.

- (a) All officers interested in participating in the Extra Job List will be asked at the beginning of each calendar year whether they want to be included on the list.
- (b) If an officer indicates that he does not want to be on the list, s/he will be excluded for that calendar year.
- (c) If the officer later decides to be included on the list, s/he will advise the Administrative Assistant. The officer will be added to the list and an average of all the officer's hours will be assigned to that officer.
- (d) A listing of all Employees eligible for extra jobs in order of seniority, then by alphabet, shall be used for maintaining extra job hours.
- (e) A full vertical column shall be utilized for each hiring incident.
- (f) The Employee with the least amount of cumulative hours shall be the first to be asked. If there are two (2) or more officers with the same amount of cumulative hours, the most senior Employee (or by alphabet) shall be asked first.
- (g) The extra job hours shall be noted with a numerator (indicating the number of hours worked on the job, refused, N/R or N/A) and a denominator (indicating the cumulative number of overtime hours charged.) Those officers who are not called shall be indicated with an N/C for the numerator and the cumulative number of extra job hours previously charged for the denominator.
- (h) When hiring for multiple jobs, officers will be contacted by eligibility. The first officer reached (or to call back) will be offered one job from the package of jobs to help expedite the hiring process.
- (i) Upon being contacted for an extra job opportunity, officers will be given up to two (2) hours to call back (unless a specific job dictates immediate hiring). If the officers do not call back during this period, they will be designated as Not

Reached "N/R" and the Administrative Assistant will move on to the next eligible officer.

- (j) The Administrative Assistant in the Administrative Division will be responsible for the Extra Job Log.
- (k) Should any officer notice an error in the Extra Job Log, the matter will be brought to the attention of the Administrative Assistant in Administration, and s/he will be the only one (unless the Chief authorizes another person) to make adjustments.
- (l) Officers are responsible to provide the Administrative Assistant with a phone number that they want to be reached at (i.e., home phone, cellular phone, pager, etc.)

ARTICLE 15

VACATIONS

Section 1.

Each Employee shall accrue paid vacation time at the rate of one (1) working day for each month for which he is compensated for at least ten (10) days. Each Employee who shall have completed five (5) years of employment shall accrue paid vacation leave at the rate of one and one half (1 ½) working days for each month for which he is compensated for at least ten (10) days. Each Employee who shall have completed fifteen (15) years of employment shall accrue paid vacation leave at the rate of one and three-quarter (1 ¾) working days for each month for which he is compensated for at least ten (10) days. Each Employee who shall have completed twenty (20) years of employment shall accrue paid vacation leave at the rate of two (2) working days for each month for which he is compensated for at least ten (10) days.

Employees hired after January 1, 2002 shall accrue paid vacation time at the rate of one (1) working day for each month for which he is compensated for at least ten (10) days. Each Employee who shall have completed five (5) years of employment shall accrue paid vacation leave at the rate of one and one quarter (1 ¼) working days for each month for which he is compensated for at least ten (10) days. Each employee who shall have completed ten (10) years employment shall accrue paid vacation leave at the rate of one and one-half (1 ½) working days for each month for which he is compensated for at least ten (10) days. Each Employee who shall have completed fifteen (15) years of employment shall accrue paid vacation leave at the rate of one and three quarter (1 ¾) working days for each month for which he is compensated for at least ten (10) days. Each Employee who shall have completed twenty (20) years of employment shall accrue paid vacation leave at the rate of two (2) working days for each month for which he is compensated at least ten (10) days.

After an Employee has been on Workers' Compensation for three (3) months, Workers' Compensation shall not be deemed to be compensation for the purpose of accruing vacation unless the injury which caused the employee to be on Workers' Compensation occurred in an extra-hazardous situation as defined in Article 11, Section 3.

Each Employee shall be given an additional eight (8) hours of vacation time on January 1st of each year as a personal day.

Section 2.

Vacation leave may be taken by an Employee at any time after its accrual, subject to the approval of the Chief. Each Employee may accumulate vacation leave accruing under the provisions of this Agreement not to exceed forty [40] working days in total. The use of accumulated vacation days shall be subject to the provisions of Section 3 hereof.

Section 3.

All Employees covered by this Agreement shall be entitled to annual vacation as set forth in the Article, as follows:

- (a) Seniority in rank within a division shall be the governing factor in choice of vacation dates, subject however, to the limitation set forth in paragraph (c), below.
- (b) During the first full calendar week of January, a vacation schedule shall be posted on the bulletin board in the classroom. The vacation schedule shall begin with the First (1st) full calendar week of February and end with the last full calendar week of January the next calendar year. Employees, in accordance with all other applicable provisions of this Article, may elect vacation periods on a consecutive two (2)-week basis or may elect a one (1) week vacation period.
- (c) No more than one (1) member of each watch in the patrol division and no more than one (1) person per division from the other divisions may be on vacation at any time, except as may be approved by the Chief.
- (d) If an Employee on a seniority basis elects to take one (1) week's vacation on his initial selection, he may elect additional vacation periods after all other eligible Employees have selected, initially, their preferred vacation period from the available schedule. The selection of secondary vacation periods either in one (1) or two (2) week periods shall be done on a seniority basis in accordance with all other provisions of the Article. If additional vacation time is available, the Employee, on a seniority basis, may select from the remaining available vacation periods in either a two (2) consecutive week period or a one (1) week period.
- (e) Accumulated vacation pay shall be given to Employees upon termination or retirement from the Police Department. In the event of an Employee's death, his

accumulated vacation pay shall be paid to his surviving spouse and/or minor children.

ARTICLE 16

DEATH IN THE FAMILY

Section 1.

An Employee who suffers a death in his immediate family (grandparent, mother-in-law, father-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, grandchild) shall be granted, upon notifying the Employer, a paid leave of absence of three (3) days to be used to attend and participate in any arrangement, services and/or ceremonies held for the deceased and family. The amount may be extended, if requested, through the Chief's office to five (5) days.

In the event the decedent is the employee's spouse, child, step-child, parent or step-parent, a paid leave of absence of five (5) days shall be granted to be used to attend and participate in any arrangements, services, and/or ceremonies held for the deceased and family. Said leave may be taken immediately following the funeral, or in the case where the funeral and burial are separated by seasonal restrictions, the five (5) days may be split to accommodate both ceremonies.

Additional time may be granted at the discretion of the Chief of Police, with or without pay, as he may determine, taking into consideration such factors as how close the Employee is to the decedent, the location of the funeral, etc.

Section 2.

Relationship of an Employee to step-relatives and parents-in-law will determine the basis of a valid marriage in effect at the time of the death.

Section 3.

If such a death occurs during an Employee's vacation, and if the Employee expends the time on attending the funeral and related ceremonies and duties, the vacation shall be extended correspondingly, however, in no event to exceed five (5) days unless the Chief grants additional time.

ARTICLE 17
INSURANCE AND RETIREMENT

Section 1.

The Employer shall provide Workers' Compensation to its Employees.

Section 2.

The Employer shall make available the Maine Municipal Employees' Health Trust Dual Option Comprehensive Plan. The Employer reserves the right to convert the coverage described in this section to another carrier or other coverage which provides substantially equal or better coverage than that described herein. All Employees shall pay a portion of the POS health insurance premium in accordance to the schedule outlined in Appendix B:

It is understood that the term applicable premium refers to all available plans— Employee only , Employee & spouse, Employee with children, Employee & spouse with children plan, or any of the other available plans. Employees wishing to participate in the Comprehensive Plan may do so by paying the difference in premiums between the POS Plan and the Comprehensive Plan, in addition to the POS co-payments stated above.

Section 3.

All police officers who are employed by the Lewiston Police Department after December 31, 1982, shall be entitled to a retirement benefit after twenty-five (25) years of service, one-half (1/2) pay, no age, as provided in the MSRS Consolidated Plan, Special Plan 2.

Section 4. Dental Insurance

A dental insurance plan shall be made available to the Employees. The premiums shall be paid by the Employees. Participation shall be regulated in accordance to the plan document.

Section 5. Flexible Benefits Plan

A flexible benefits plan shall be made available to the Employees as allowed under Section 125 of the Internal Revenue Code. Participation shall be regulated in accordance to the plan document. In addition, effective July 1, 2005, the City will contribute \$200 in the Medical Spending Account for Employees who are participating in the Health Care Program. Spouses and children are not required to participate to qualify for this reimbursement.

Section 6. Retirement Health Savings (RHS) Plan

(a) Employees with more than two hundred eighty [280] hours of accumulated vacation time shall contribute on March 1st of each year the value of thirty-two [32] hours of accumulated vacation into an RHS Plan.

(b) Employees shall contribute, once yearly on March 1st, the value of unused, accumulated sick leave to a RHS Plan, as follows:

For Employees with:

Less than 600 hours, no contribution;
between 601 hours and 700 hours, three [3] days;
between 701 hours and 900 hours, five [5] days;
between 901 hours and 1000 hours, six [6] days;
between 1001 hours and 1100 hours, seven [7] days;
above 1101 hours, eight [8] days

ARTICLE 18

OVERTIME WORK

Section 1.

An Employee shall be paid at time and one half (1 ½) his hourly rate for all hours worked when the Employee would normally be off duty and for any hours in excess of his regularly scheduled shift in any day without duplication.

Section 2.

Overtime work made available in the patrol division shall be distributed equally to all Superior Officers. The equalization shall be effected over a calendar year. Only overtime hours worked or refused shall be charged against the Employee. N/R shall indicate the Employee was called but not reached. Computation of overtime shall be listed on a form showing the amount of hours each Employee worked, refused or N/R. New Superior Officers will start with a listing of hours equal to the average of all hours charged. Overtime required of those from the non-patrol division will also be charged towards equalization. The Union Grievance Committee shall be authorized to examine and copy the overtime form on a bi-weekly basis. A reasonable effort will be made and reasonable amount of time will be expended under the circumstances in any given case to hire a Superior Officer; provided, however, that any action by a Superior Officer resulting in a grievance shall be processed through Step II only and any adjustment necessary shall be done by adjusting the overtime log to show that such hours were either worked, not worked or Not Reached (N/R) and shall not result in any additional funds being expended.

Section 3.

If only one (1) Employee is needed for overtime and if there are no Employees who are available and voluntarily accept overtime and the Chief of Police indicate they are not available, the Employee who is on duty will remain on duty to serve the extra shift unless he is already working a double shift, in which case (and also if more than one (1) Employee is needed, the first refusal and succeeding refusals in succession, to the extent of Superior Officers needed, shall serve on a compulsory basis. If there are two (2) or more Superior Officers on duty, one (1) shall remain on a rotating basis during each quarterly (1/4) rotation of said shift. In the event of an emergency, all Superior Officers who can be contacted may be called for duty.

Section 4.

An Employee who is required to attend District or Superior Court as a witness or as a prosecuting officer, or is summoned before the Grand Jury of the State of Maine, or before the Registry of Motor Vehicles, for any cause which arises out of the Employee's employment when such attendance is at a time that the Employee is not regularly scheduled for duty, shall be compensated for all such time at the rate of one and one half (1 ½) times his hourly rate of pay, with a minimum of two (2) hours for each appearance. If an officer is on his scheduled day off, (defined as the days off in the then current work cycle including vacation, credit time and compensatory time off only) said officer shall be compensated for all such time at the rate of one and one half (1 ½) times his hourly rate of pay, with a minimum of four (4) hours for each appearance. In consideration of the foregoing payment by the Employer, an Employee entitled to compensation from any litigant, court or governmental agency for such attendance shall pay any such compensation over to the Employer. A court appearance involving two (2) or more cases on the morning of a day or on the afternoon of a day shall be deemed to be a single attendance for the purpose of compensation entitlement under the provisions of this Section, unless the appearance is one which continues through the noon hour, or a portion thereof.

Section 5.

An Employee at his/her option, may elect to accumulate compensatory time off to a maximum of 75 hours at the rate of time and one half (1 ½) rather than receive overtime pay for hours worked outside of the Employee's regularly scheduled hours of work. These hours may be carried indefinitely except in the event of a promotion, unused compensatory time must be either used or cashed-out at the pre-promotion rate.

ARTICLE 19
SETTLEMENT OF GRIEVANCES

Section 1.

Any dispute which may arise between the parties as to the meaning or application of any specific term of this Agreement may be settled in the following manner:

Step 1. The aggrieved Employee shall make known his grievance to the Union Steward. The Union Steward, with or without the aggrieved Employee, shall submit the grievance orally to the appropriate division commander or designee within ten (10) days of the act or omission which is subject of the grievance. With respect to a dispute as to pay, the date of the act or omission shall be deemed to be the date on which the payroll check which is claimed to be incorrect is issued. The division commander or designee shall make every reasonable effort to settle the grievance and give his answer to the Union within seven (7) calendar days after presentation to him.

Step 2. If the grievance is still not settled and the Employee wishes to process it further, the Union Steward shall then submit the grievance in writing to the Chief of Police within three (3) calendar days of the division commander or designee answer was due, whichever date first occurs. The Chief or his designee shall then give his written answer to the Union within ten (10) calendar days after presentation to him.

Step 3. If the grievance has not been settled under Step 2 and if the Employee wishes to process it further, it shall be presented in writing to the Human Resources Director within seven (7) calendar days after the delivery of the Chief's written answer or the expiration of the seven (7) day period within which the Chief's written answer was due, whichever date first occurs. The Human Resources Director or his designee shall meet with the Union Steward or Grievance Committee, with or without the aggrieved Employee, within seven (7) days after receipt of the appeal from Step 2, and shall make every reasonable effort to settle the grievance and give the Union his answer in writing within five (5) days after said meeting. The Human Resources Director shall state all of the reasons for his decision. Failure to include all reasons shall not prevent the use of such reasons in Step 4 of this procedure.

Step 4. In the event the grievance remains unresolved or the decision of the Human Resources Director is unsatisfactory at Step 3, the aggrieved member, his/her representative or the Union may submit any/all of the issues involved to binding arbitration by giving written notice of such intention to the City Administrator within ten (10) administrative work days after receiving the decision of the Human Resources Director. If the parties are unable to agree upon an impartial arbitrator within ten (10) administrative work days of the date when notice of intent to proceed with arbitration is given, either party may request the appointment of an arbitrator by the American Arbitration Association and the proceedings shall, thereafter, be taken in accordance with the rules of the Association. The decision of the arbitrator shall be final and binding upon

all parties. The arbitrator shall have no authority to add to, subtract from or modify any provision of the Agreement.

The Employer and the Union shall bear the fees and expenses of the arbitrator equally. Each party shall be responsible for its own witness fees and expenses.

Section 2.

- a) All of the time limits contained in this Article shall be firm and final, subject only to extension by mutual written agreement in advance of the expiration of a time limit.
- b) Should the Employee fail to appeal the grievance within the specified time limits, the grievance shall be considered to have been concluded on the basis of the Employer's last decision.
- c) Should the Employer fail to render a decision within the time limits specified for it, it shall be deemed to have denied the grievance at that step.
- d) The Union's written grievance and appeal, if any, shall be given to the City Administrator, with a copy to the City Personnel Director. The City's written responses at Steps 2 and 3 shall be given to the grievant, with a copy to be furnished to a Union representative.
- e) All processing of grievances at all steps, including arbitration, shall be done so as not to interfere with the performance of the assigned functions of any employees who are on duty.

ARTICLE 20

COMPLAINTS FROM THE PUBLIC

Section 1.

Any complaints from the public shall be in writing and submitted to the Chief of Police, a copy of which the Chief of Police shall make available to the officer involved or the Union Steward within three (3) days of receipt. Members of the public submitting written complaints shall have the content of the Lewiston Police Department "Complaints from the Public Information and Warning Form" explained to them by the member of the police department accepting the written complaint will be requested to sign the Information and Warning Form after its completion by the accepting police department member who shall sign as a witness on the form attesting that the content of the information and warning form was explained to the member of the public submitting the written complaint.

A hearing shall be held between the Chief, the Union Steward and/or Union Representative, and/or the Employee concerned and the person making the complaint at a

time and date agreed upon by the parties within five (5) days after receiving the complaint; provided that if no agreement on time and date is reached within ten (10) days thereafter. The Chief of Police shall make a good faith effort to have the complainant appear at the hearing. Failure of the complainant to appear shall not in itself constitute grounds for dismissal of the complaint.

Section 2.

Whenever an officer is called in by a superior officer for questioning under circumstances where discipline appears to be a possible result, the officer may be accompanied by a Union officer.

**ARTICLE 21
DISCIPLINE OF OFFICERS**

Section 1.

Whenever an officer is called in by a Superior Officer for questioning under circumstances where discipline appears to be a possible result, the officer shall be entitled to be accompanied by a Union representative.

Section 2.

In the event the officer being questioned does not desire to be accompanied by a Union Representative, he shall sign a waiver of representation supplied by the Chief's office.

Section 3.

The Employer shall not suspend, discharge, demote or reprimand any Employee without just cause.

Section 4.

If disciplinary action is brought against a member of the bargaining unit, he/she shall be given notice of said disciplinary action in writing with the reasons for said action.

Section 5.

In the event the Union wishes to contest a disciplinary action, a grievance shall be filed alleging a violation of this Article at Step 2 of the grievance procedure.

Section 6.

After disciplinary action by the Police Chief and upon receipt of a written request by the disciplined officer, the Chief shall provide a copy of the complaint and a summary of the investigation report. If confidential or privileged material has been utilized, it shall

be noted as such in the summary report. Said officer shall have an opportunity to review documentation utilized to support the decision to impose discipline. Said officer may then authorize the release of the investigative report to either the Union or his attorney.

ARTICLE 22

GENERAL PROVISIONS

Section 1.

The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without discrimination as to ethnic origin, color, religion, gender, marital status, sexual orientation, age, physical or mental disability, veteran status, political affiliation, or inability to speak English. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. All grievances filed under this paragraph may only proceed as far as Step 2 under the Grievance Procedure outlined in Article 19 and shall not be brought to arbitration.

Section 2.

All references to Employees in this Agreement designate both sexes and whenever the male gender is used, it shall be construed to include male and female Employees.

Section 3.

The Employer agrees not to interfere with the rights of the Employees to become members of the Union. The Union agrees not to interfere with the rights of Employees not to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any Employee because of Union membership or because of any Employee activity in an official capacity on the behalf of the Union or for any other cause. There shall be no discrimination, interference, restraint or coercion by the Union or any Union representative against any Employee because of non-membership in the Union. An Employee may proceed with a grievance based upon a violation of this Section by the Union or one of its representatives directly to arbitration under the applicable provisions of this Agreement.

Section 4.

The Union recognizes its responsibilities as bargaining agent and agrees to represent all Employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 5.

Each Employee shall be entitled to view his personnel file at reasonable times during the weekday day watch. Each Employee shall be entitled to a copy of his personnel file, or any portion thereof, on his request and at his expense (exclusive of letters of reference) and the Employee shall thereafter maintain his own personnel file. Once an Employee shall have been furnished with a copy of his personnel file (during the term of this contract or prior thereto), the Employer shall give to that Employee, free of cost, a copy of each document added thereto that is requested by the Employee.

Section 6.

Any of the duties, authority or discretions herein reserved to the Chief of Police may be exercised by his designee, if any or by the City Administrator if he should choose to act under the provisions of the City Charter.

Section 7.

The City shall fund, exclusive of firearms and lineup training, forty-five (45) hours of annual training for each member of the unit. It is understood that said funds will be used for training purposes only, and, absent a budgetary crisis, be spent during the fiscal year for which it was funded.

ARTICLE 23
BULLETIN BOARDS

Section 1.

The Employer is willing to permit the Union to maintain a bulletin board, at its own expense, with a maximum size of two (2) by four (4) feet, and to mount said board at a mutually acceptable location.

Section 2.

The Union shall limit the posting of notices and bulletins to such bulletin board.

Section 3.

The Union agrees it shall be solely responsible for posting in terms of accuracy and ethical standards, and that it shall not cause to be posted any material which may be profane or derogatory to any individual, the City or any City official.

Section 4.

Any material on the bulletin board which the Employer alleges to be in violation of this Agreement shall be promptly removed by the Union.

ARTICLE 24
RULES AND REGULATIONS

The Chief may from time to time alter or change rules and regulations governing the conduct of members of the Police Department. Copies of said rules and regulations and any amendments thereto shall be provided to the Union and the Employees ten (10) days prior to the implementation. Should these rules and regulations be in conflict with this Agreement, they shall be subject to the grievance procedure.

ARTICLE 25
UNIFORMS AND PROTECTIVE CLOTHING

Section 1.

The Employer shall furnish to the Employee a \$650 annual allowance for the purpose of supplying permanent Employees with uniforms, protective clothing or any type of protective device listed in Appendix A. Appendix A shall contain both a primary and secondary list for uniform officers. An officer's primary equipment shall be maintained in good condition prior to purchasing secondary equipment. Of the \$650, uniformed officers may also utilize up to two hundred dollars [\$200] for the purchase of appropriate court attire as outlined in Appendix A. Officers not required to wear a uniform shall maintain a complete uniform and with the remaining money purchase appropriate attire [also listed in Appendix A] which shall be worn during working hours. The annual allowance shall be made available on/or after the first day of the fiscal year of the Employer. Effective July 1, 2008, the annual clothing allowance shall be increased to \$700 and on July 1, 2009, increased to \$750.

Employees who voluntarily terminate employment prior to December 31st shall have their uniform allowance pro-rated by one half (1/2). Employees terminating after December 31st shall not have their uniform allowance pro-rated. Said proration shall only apply to items referred to as number two (2) (remaining with the Employee upon separation) in Appendix A, i.e. an Employee spends \$350 for clothing within the 1st six (6) months, as follows: \$300 identified as (1) on Appendix A and \$50 as (2). Upon voluntary separation, the Employee owes the City \$25.

Section 2.

The Employee shall maintain his uniform and equipment in proper condition.

Section 3.

- f) The Employer shall annually provide to the Union at no cost to the Employee, three (3) protective vests of adequate threat level and suitability for issuance to members of the bargaining unit. Such issuance is to be determined by the Union. Adequate threat level and suitability to be

mutually determined and agreed upon prior to purchase and issuance to satisfy individual need and comfort to the user. If no agreement is reached, the Chief shall make the final decision.

- g) Any dispute arising from the Union's issuance of the protective vests shall be resolved internally within the Union and the matter will not be subject to the grievance procedure.

Section 4.

In recognition of the fact that uniformed police officers are assigned to S.E.T. where the wearing of casual "street" clothing is appropriate, the officer may expend up to \$200 from the annual clothing allowance to purchase those articles of clothing permitted. Supervisory officers assigned to S.E.T. are still required to adhere to all other applicable requirements of Article 25.

**ARTICLE 26
MANAGEMENT RIGHTS**

Section 1.

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Employer or in any way abridging or reducing such authority.

Section 2.

Except as limited by specific written terms of this Agreement, the Employer retains the exclusive right to control all aspects of the management and operation of its department, its Employees and its equipment.

Section 3.

When, under the terms of this Agreement, a matter is stated to be at the discretion of the Chief or the Employer, such discretion shall not be subject to any review except as may be authorized by the City Administrator. (Should the Union feel that said discretion was used in an arbitrary or capricious manner, it may be subject to the grievance procedure).

**ARTICLE 27
NO STRIKE**

There shall be no stoppage of work or slowdown by the Union nor a lockout by the City during the life of this Agreement.

ARTICLE 28
RESIDENCE

An Employee of the Police Department must reside in a city or town whose borders are within 25-miles of Lewiston city limits.

It is understood that those Employees residing outside the radius prior to July 1, 1993 are grandfathered, providing however, that future moves would require them to remain within the limits of the radius.

ARTICLE 29
PERSONNEL POLICIES

The Personnel Policies of the City of Lewiston, as heretofore adopted and as they may hereafter be amended, are hereby adopted except to the extent that they conflict with any provisions of this Collective Bargaining Agreement.

ARTICLE 30
TRANSPORTATION

The Employer reserves the right to provide transportation to any or all members of the bargaining unit between their respective residences within the City of Lewiston and their place of work at the beginning and/or end of their respective work shifts. The parties agree that transportation is not a matter of contract right and that in no event will transportation be furnished other than by police vehicle or at a time when the police vehicle is otherwise needed. No failure of the Employer to provide transportation will be acceptable as justification for an Employee's failure to be present for work when scheduled.

ARTICLE 31
LABOR-MANAGEMENT COMMITTEE

The Union may form a committee of three (3) members of the bargaining unit. Upon request, the Chief of Police will meet with this committee at reasonable times and with reasonable frequency at no additional cost to the City. Upon request, the City Administrator may meet with this committee one (1) time in each of the first, second and fourth calendar quarters of each year. He may, without creating a precedent, meet on other occasions.

ARTICLE 32
LIABILITY INSURANCE

The City will provide and pay for a Police Professional Liability insurance policy that is substantially equal to or better than the policy in effect during 1984. This provision shall not prohibit the City from becoming self-insured in this area for substantially equal or better coverage.

ARTICLE 33
PHYSICAL EXAMINATIONS

The Employer may require all Employees to submit to a physical examination, at least annually, by a physician selected by the Employer, which examination shall be at the expense of the employer and shall be scheduled during each Employee's work shifts.

With the exception of a treadmill test, said examination shall not exceed in scope the pre-employment physical. In compliance with HIPPA, each Employee required to submit to examination hereunder shall execute and deliver to the Employer a good and sufficient written medical authorization permitting the Employer to obtain access to all records and information generated by said examination. Any information provided to the Employer shall also be provided to the Employee.

ARTICLE 34
TERMINATION

This Agreement shall be effective as of the first payroll period of July, 2007 and shall remain in full force and effect through the last pay period of June, 2010. Should the parties fail to reach agreement by the expiration date, the terms and conditions of this Agreement, including automatic step increases, shall continue to be in full force and effect until a successor Agreement is reached.

ARTICLE 35
LEAVE OF ABSENCE AND MILITARY LEAVE

Leaves of absence and military leave shall be granted in accordance with the Personnel Policies of the City of Lewiston and such departmental rules and regulations as are presently in effect, or as they shall be amended from time to time.

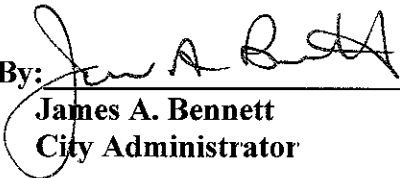
ARTICLE 36

ALERT

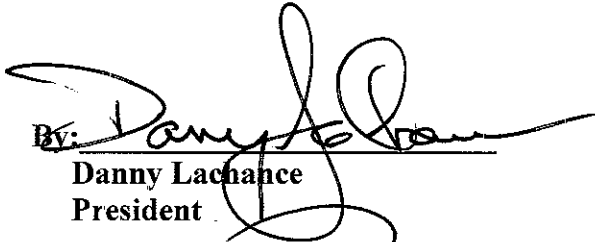
The Department shall notify any or all Employees on “standby or alert status” of the cessation of said “standby or alert” as soon as possible within a reasonable time after said status has been terminated.

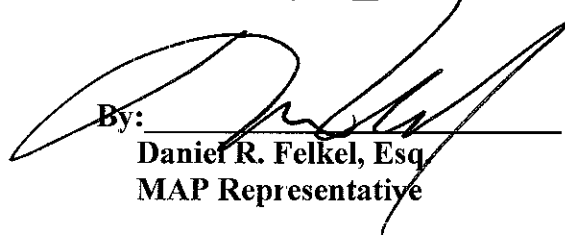
The parties hereto have set their hands at Lewiston, Maine this 12th day of September, 2007.

CITY OF LEWISTON

By: 
James A. Bennett
City Administrator

**LEWISTON POLICE SUPERVISORY
COMMAND UNIT**

By: 
Danny Lachance
President

By: 
Daniel R. Felkel, Esq
MAP Representative

APPENDIX A

PRIMARY CLOTHING	SECONDARY CLOTHING	PLAIN CLOTHES
(1) Uniform hats	(2) Gloves	(2) Suits, sport coat
(1) Uniform shirts	(2) Crew neck t-shirts	(2) Dress shirts
(1) Uniform pants	(2) Insulated underwear	(2) Dress pants
(1) Uniform coats	(2) Briefcases	(2) Casual pants (adequate for wear with sport coat)
(1) Uniform jackets	(2) Buck knives	(2) Shoes and boots
(1) Uniform rainwear	(2) Sweaters	(2) Hats
(2) Shoes	(2) Polo shirts	(2) Ties
(2) Boots	(1) Protective vests with higher higher level of protection	(2) Belts (dress)
(2) Socks--navy blue, white or black	(1) Clipboards	(2) Outerwear (coats)
(1) Uniform Ties and clasps	(1) Expandable batons	
(1) Uniform Leather gear	(1) Tape measures	
(R) Badges	(1) Vest carriers/undergarment	
(2) Nametags	(1) Holsters (concealed carry)	
(1) Handcuffs	(2) Cuff cases (concealed carry)	
(2) Flashlights (purchased under clothing allowance)	(2) B D U	
(1) Uniform nylon gear	(2) Turtlenecks	
	(2) Bike shorts	
	(2) Cases, including badge holders, trifolds, bifolds wallets with badge holders, badge clips for belts	

(1) Remains with the City upon separation.

(2) Remains with the Employee upon separation.

(R) Remains with Employee on retirement; Police Chief's discretion on other separation.

The items of clothing listed below are permitted for purchase by officers assigned to S.E.I.:

- (2) Footwear
- (2) Hats
- (2) Pants
- (2) Outerwear (coats, jackets)
- (2) Shirts
- (2) Sweaters

Health Insurance Proposal

**Introducing Health Care Management System
By
Focusing on Prevention**

The program seeks voluntary compliance with an aggressive health care management system which focuses primarily on prevention activities. The goal is to reduce the overall need for health care services among members and to prevent disease by rewarding employees for healthy behavior that will prevent disease. The program can be broken down as follows:

Health Risk Analysis and Educators

The first major part of the program is an individual health risk analysis which will be available for each member that desires one. This service will be provided by a health care provider that will be under contract with the City to provide these services. The aggregate results of the analysis for all City employees will be available to the City. However, consistent with federal law, the City will not have access to individual's health risk analysis.

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

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

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

Health Care Advisory Team

The City will establish a Health Care Advisory Team comprised of representatives from each Union and a department head who will meet regularly to assist in recommending health related programs, adjustments to the percentage distribution and any wellness issues or concerns that may arise. Though the Team may recommend changes or adjustments to the program, the City will make the final determination to either accept or reject such recommendations. Lastly, since communication is such an integral part of any successful program, the Team will serve as a conduit to its members to assist in keeping them apprised of ongoing health care issues.

Health Care Management Proposal

The Employees' portion of the health insurance premium increases from 10% to 25%, effective July 1, 2005. Alternatively, an Employee may participate in the HCMS program and make his/her intentions known to participate by July 1, 2005. The program's implementation date is July 1, 2005. After July 1, 2006, Employees and spouses are expected to meet the specific goals by utilizing their 'best efforts' as established by their Health Care Educators to obtain the full 15% savings.

The components of the 15% health insurance premium savings are as follows:

- 5% savings [2.5%] when both Employee and spouse agree to participate in a Health Risk Assessment, a physical examination by personal physicians, including prescribed lab/x-rays;
- 5% savings [2.5%] when both agree to participate in an exercise program tailored by the Health Care Educator in conjunction with the Employee's physician;
- 2.5% savings [1.25% each] for non-smokers and those who quit; effective 6/29/10, the term 'non-smoker' will be replaced with 'non-tobacco users'
- 2.5% savings [1.25% each] for obtaining body fat/waist measurement goals, as follows: Employees must first attempt the Body Fat Analyzer; if not within the established ranges, then the waist measurement standard will be applied—40" waist or less for males, and 35" or less for females.

NOTE: In the Employee Only and Employee with Child plans, the percentages for participation in the four components double for the Employee, i.e., 2.5% becomes 5% and 1.25% becomes 2.5%.

Also, all employees need to meet all four components to receive their 7.5% savings, while spouses need to meet the first two components and only one of the other two remaining components.

Health Insurance Caps

The current health insurance cap is 10% of the POS health insurance premium [for those who participate in the Comprehensive Plan must also pay the difference between the POS Plan and the Comprehensive Plan] to a cap of \$27.50 weekly. The health insurance cap for Employees hired after September 1, 2007, shall increase to 20% of the POS health insurance premium, in addition to any difference between the POS and Comprehensive Plan. Employees and spouses who are participating in the credit program are expected to meet the specific goals by utilizing their 'best efforts'. The program has two goals: First, to improve the health of each employee/spouse; second, to reduce the long-term cost of health insurance for each employee and the City. The use of credits is not intended by the City to be a primary source of savings, but as an instrument to make the program important and meaningful. As such, an employee /spouse who make a 'best effort', but falls slightly short of meeting their goals will not be penalized, providing, however, that the following three criteria are met:

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

The City will meet and discuss with the Union in all cases it deems an employee/spouse to not have met this standard. Each case shall be decided on an individual basis and shall not be used as a reference in any way for any other employee. At all times, the employee/spouse's Primary Care Physician [PCP] shall be responsible for establishing and/or modifying appropriate goals. The Health Care Educator shall be responsible, in consultation with the employee/spouse's PCP to determine the appropriate activities to meet such goals and to determine whether or not the employee/spouse has made a 'best effort'. In the event of a conflict between the PCP and the Health Care Educator, the employee/spouse's PCP shall have final say in re-determining and/or modifying previously established goals.

After January 1, 2007, the cap shall be increased by 10% each year, to a maximum premium contribution rate of 25% depending on the level of participation. Premium payments between 10% and 25% shall be determined by using the same formula, noted below: For Employees hired after September 1, 2007, the cap on premium payments shall double, as indicated below.

Employees hired before September 1, 2007

%	1/1/07	1/1/08	1/1/09	1/1/10
10	\$27.50	\$30.25	\$33.28	\$36.60
11	30.25	33.28	36.61	40.26
13	35.75	39.32	43.25	47.58
16	44.00	48.40	53.24	58.56
19	52.25	57.48	63.22	69.54
25	68.75	75.63	83.19	91.51

Employees hired on or after September 1, 2007

%	7/1/07	1/1/08	1/1/09	1/1/10
20	\$55.00	\$60.50	\$66.56	\$73.20
21	57.75	63.53	69.89	76.86
23	63.25	69.58	76.54	84.18
26	71.50	78.65	86.53	95.16
29	79.75	87.73	96.51	106.14
35	96.25	105.88	116.48	128.10

Summary Comments

Efforts will be made to provide employees with exercise equipment, or the ability to use existing City owned equipment. Also, since smoking is such a critical component of any wellness program, attempts will be made to provide smoking cessation products at no or minimal cost to the Employees.

In the event that another health plan is made available to another bargaining unit from any other department, the City shall make that plan available to the Lewiston Police Supervisory Command Unit as an alternative plan.

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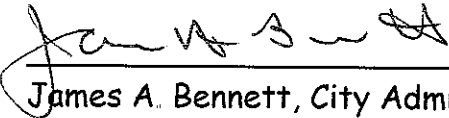
MEMORANDUM OF UNDERSTANDING


This agreement is hereby entered into by and between the City of Lewiston and the Maine Association of Police.

Current Sergeants and Lieutenants who have not reached their 5 year step by October 1, 2009 shall be placed on such step. The following members affected are as follows:

<u>NAME</u>	<u>DATE OF PROMOTION</u>
Sgt. David Chick	12/16/04
Lt. Mark Cornelio	09/13/06
Lt. James Minskowsky	09/13/06
Sgt. Jeffrey Parshall	09/27/06
Sgt. Marc Robitaille	09/27/06
Sgt. Randy St. Laurent	07/21/05
Lt. Mark Watson	10/06/04

9-12-07
Dated


James A. Bennett, City Administrator

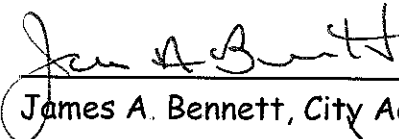

Daniel R. Felkel, MAP Representative

MEMORANDUM OF UNDERSTANDING

This agreement is hereby entered into by and between the City of Lewiston and the Maine Association of Police regarding Vacations, Article 15, Section 1 of the Agreement.

It is agreed and understood that should the Patrol Unit successfully negotiate an increase in vacation accumulation for the contract term beginning on July 1, 2007, members of the Supervisory Command Unit shall also receive the more favorable vacation schedule, effective at the same time.

9-12-07
Dated


James A. Bennett, City Administrator


Daniel R. Felkel, MAP Representative