

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF LEWISTON

AND

MAINE ASSOCIATION OF POLICE

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 Maine Association of Police, 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 non-clerical uniformed and non-uniformed members of the Department, including officers on special assignment, (but excluding parking enforcement personnel and all officers with the rank of Sergeant or above) such members of the Department being sometimes herein 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 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.

Employees of the Lewiston Police Department shall have the right of joining the Union or refrain from doing so. No Employee shall be favored or discriminated against for either joining or not joining the said Union.

Section 2.

Any Employee who is not a Union member may elect to be represented by the Union on a fee-for-service basis. The Union may charge such Employee a reasonable fee, for any requested services, other than contract negotiation services, including reasonable fees for Employee-representative services, attorney's fees and costs and expenses, and arbitrator's fees and expenses.

ARTICLE 4
CHECK-OFF

Section 1.

The Employer agrees to deduct Union dues upon receipt of authorization cards from Employees who desire to have the Employer deduct such dues. The Treasurer of the City of Lewiston, after such deductions are made, will remit on a monthly basis monies deducted to the PO Box 2263, South Portland, ME 04106, along with a list of current Union members for whom deductions are made.

Section 2.

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

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

ARTICLE 5
HOURS OF WORK

Section 1. Regular Hours

Employees covered by this Agreement shall work the minimum average of 39.67 or 40 hours per week, whichever is applicable.

Section 2. Work Cycle

(a) The work cycle for uniformed patrol officers and Corporals shall consist of four (4) consecutive days of work and two (2) consecutive days off. Three (3) shifts shall be established as follows:

7:00 a.m. to 3:30 p.m.

3:00 p.m. to 11:30 p.m.

11:00 p.m. to 7:30 a.m.

The terms and conditions of permanent shift selection shall be as follows:

- I. Permanent shifts shall be selected on a seniority basis, in accordance with the seniority list established pursuant to Article 12, Section 1 of the contract. All officers hired on the same date shall select their shifts in alphabetical order.
- II. Permanent shift selections shall only be made by Patrol Officers and Corporals. The shifts of those officers holding special assignments, such as

Bike Patrol, CERC, DARE, MDEA and Evidence Technician, shall be determined by the Chief of Police. The shifts of officers returning to patrol from a special assignment shall also be determined by the Chief of Police until the next bid process is initiated, at which time said officers shall bid for a permanent shift based upon their seniority.

a. All officers promoted to Corporal will be assigned by seniority in rank based on the permanent shift selections submitted by those individuals.

- III. Permanent shift placement shall take place every four (4)-month period.
- IV. Permanent shift bid forms shall be given to each officer by their respective supervisors six (6) weeks prior to the next four (4)-month period. A roster shall be maintained by the supervisor and initiated by each officer indicating receipt of a bid form. It will be each officer's responsibility to return the form to administration no later than 0800 hours, the first (1st) working day of the month prior to shift change. Officers who have failed to submit a bid form in a timely manner will be placed on a shift as determined by the Chief of Police.

Six (6) additional Officers may be assigned to the night watch and will work from 6:00 p.m. to 2:30 a.m.

(b) All Detectives assigned to C.I.D., the Youth Aide, and beginning July 1, 2005, the Domestic Violence Coordinator, the DEA HIDTA position and the Central Maine Violent Crimes Task Force position (three additional positions) shall work an average 40 hour work week with a one-half (1/2) hour lunch break working Monday through Friday. Beginning September 6, 2007, the School Resource Officers and the Selective Enforcement Team Members shall work an average of 40 hours per week including a one-half (1/2) hour paid lunch break working Monday through Friday. All detectives in the bargaining unit assigned to C.I.D. shall share equally in working days and nights. All detectives shall be included in on-call responsibilities. All C.I.D. Detectives assigned to days shall have a starting time of 8:00 a.m. and a quitting time of 4:00 p.m. except for one (1) Detective who shall start at 8:30 a.m. and end at 4:30 p.m. All C.I.D. Detectives assigned to nights shall start at 1:00 p.m. and have a quitting time of 9:00 p.m. Beginning January 1, 2008 and every January thereafter, all Youth Aide Detectives interested in participating in the on-call responsibilities may elect to do so and have their name added to the on-call/night rotation list. It is understood that those Youth Aide Detectives will then be added to the on-call list and will share equally in working nights and on-call with the C.I.D. Detectives for that given year. All of C.I.D. and those Youth Aide Detectives electing to participate in on-call and nights, shall work up to 11 weeks of days and one week of nights. The detective assigned to nights shall also be the detective assigned to on-call for that week.

Detectives assigned to the Youth Aide shall work days with a starting time of 8:00 a.m. and a quitting time of 4:00 p.m. except for one (1) officer who shall start at 8:30 a.m. and end at 4:30 p.m.

By mutual agreement, a C.I.D. Detective assigned to nights may work days on the particular day that he is assigned to court duty beginning his work day at the time of the case and continuing for eight (8) hours thereafter.

It is understood that the detectives scheduled to work the night before holidays would work the day shift on said days.

(c) Two (2) Corporals shall be assigned to each of the three shifts—Morning Watch, Day Watch and Night Watch.

Section 3. Changes in Hours of Work

The hours of work provided for herein may be altered by the Employer in the event of emergency or for selective enforcement or by agreement of the parties during the term of this Agreement.

Section 4. Other Assignments

The Employer may elect to create and assign certain Employees to crime prevention, proactive, reactive and selective enforcement programs such as, but not limited to, a selective enforcement team. The creation of such programs shall be by general order which shall describe the program's mission and define the selection, tenure, hours of work and duties and responsibilities of those Employees assigned to it. Prior to the issuance of such general order, the Employer shall offer to meet and consult, but not negotiate, with the Union with respect to the contents of such general order and its impact on Employees and shall not issue said order until ten (10) days after communicating said offer to the Union. In determining the assignment of Employees to said program, the Employer shall solicit volunteers for said program assignment and shall consider all those having expressed an interest therein. Assignments to and removal from said program shall be in the discretion of the Employer and shall not be subject to grievance.

In determining assignment of Employees to the Selective Enforcement Team created by General Order No. 21, all Employees who volunteer for said assignment shall be assigned prior to the Employer making involuntary assignments to said team.

Section 5. Trading Time

(a) The Employer shall continue the practice of permitting Employees to substitute for one another on regularly scheduled tours of duty (or for some part thereof) in order to permit an Employee to absent himself 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 shall be within a twelve (12) month period.

(c) The trading of time shall be limited to personnel with comparable training and experience and shall be at the discretion of and with prior approval of the Chief of Police.

Section 6. Credit Time

Each employee shall receive four [4] hours of credit time on the date of a trimester rotation of assignments. Such credit time shall be utilized in the same manner as any other vacation time.

ARTICLE 6 REST PERIODS

Section 1.

Each Employee's work schedule shall provide for a fifteen (15)-minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift, whenever this is feasible.

Section 2.

Any Employee who, for any reason, works beyond his regular quitting time into the next shift, shall, except in an emergency situation, receive a fifteen (15) minute rest period before he starts to work on such next shift. In addition, he shall be granted the regular rest periods that occur during the shift but not before two (2) hours of work on his second shift.

ARTICLE 7
MEAL PERIODS

Section 1.

Effective September 6, 2007, all employees shall be granted a paid lunch period of thirty [30] minutes during each full work shift. Whenever possible, the regular lunch period shall be scheduled near the middle of the shift. It is the intent of the parties that officers shall be able to use their full lunch period each day, but if they are not able to do so no additional compensation will be granted.

Section 2.

Whenever an Employee works two (2) consecutive shifts, he shall be granted a thirty (30) minute break after his first shift, if feasible, in lieu of the fifteen (15)-minute break provided under Article 6, Section 2. If more than one (1) Employee works two (2) consecutive shifts the officer in charge will have the discretion with respect to scheduling the lunch break.

Section 3.

Employees working the Day Watch on New Year's Day, Thanksgiving Day, and Christmas Day shall be granted an extra hour for lunch; provided, however, the Chief shall have absolute authority to deny such extra hour or to call Employees back to duty during some or all of said extra 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 8
HOLIDAYS

Section 1. Holidays Recognized and Observed

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.

For all purposes under this Agreement, Christmas Day and New Year's Day shall each be deemed to be a twenty four (24)-hour period which begins on the night shift on Christmas Eve and New Year's Eve and ends on the day shift on Christmas Day and New Year's Day.

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

Section 2. Eligibility Requirements

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 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 the un-worked holiday.

Section 3. Holiday Work

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

Section 4. Double Shift on Holidays

If an Employee works a double shift on any holiday listed above, his aggregate pay shall be twice the amount stated in Section 3.

Section 5.

Detectives assigned to C.I.D. and Youth Aide shall absent themselves from duty (unless the Chief otherwise directs in special circumstances) on Thanksgiving Day, Christmas Day, and New Year's Day if they would otherwise have been required to work on those days. Should Christmas Day or New Year's Day fall on a scheduled day-off, the Detectives shall absent themselves on the following Monday. Detectives assigned to C.I.D., and the Youth Aide shall have the privilege of working or not working the remaining scheduled holidays listed in Article 8, Section 1, unless the Chief otherwise directs. Beginning July 1, 2005, the Domestic Violence Coordinator, the DEA HIDTA position and the Central Maine Violent Crimes Task Force position (three positions in total) shall not have the privilege of working such remaining holidays, unless directed otherwise.

ARTICLE 9
REPORTING TIME

Section 1.

The Employer will provide a minimum of four [4] 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 four [4] hours if the end of the call-in time falls at the commencement of his regular shift.

Section 2.

When any detective is required to remain on call for seven [7] consecutive days, he will be paid ten [10] hours at time and one-half [1 ½] for said period over and above any actual time worked.

ARTICLE 10
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 sick leave per year for the care of a sick child. Sick leave shall be earned by an Employee for any month in which the Employee is compensated for 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 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 11, 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 days of accumulated unused sick leave. For the purposes of this section, sick leave shall accumulate to only one hundred sixty (160) sick leave 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.

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, and the reasonableness of such action may be subject to the grievance procedure of this Agreement.

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 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 a days 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 one (1) work day (straight-time pay) for each four (4)-month period in which no sick leave is used. Employees meeting this 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. 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 120 hours, no contribution
between 121 hours and 240 hours, 8 hours
between 241 hours and 400 hours, 16 hours
between 401 hours and 520 hours, 24 hours
between 521 hours and 820 hours, 32 hours
between 821 hours and 1,000 hours, 40 hours
above 1001 hours, 48 hours

Payments to the RHS Plan shall be made in July of the same year as it is withdrawn from the Employees' sick leave balances.

ARTICLE 11
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 the Workers' Compensation Commission, all as reduced by earnings from other sources, for a maximum of fifty-two (52) weeks.

Section 2.

In the event that an Employee is disabled longer than fifty two (52) weeks, the Employer and the Employee shall petition the Maine State Retirement System to place such Employee on either disability or regular retirement, whichever is applicable.

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.

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.

ARTICLE 12 SENIORITY

Section 1.

A seniority list shall be established listing all Employees covered by this Agreement, with the Employee with the greatest seniority listed first. Seniority shall be based on the Employee's date of hire. Seniority with the Criminal Investigation Division and Youth Aide Division shall be based upon the length of service in the Division. Seniority in the position of Corporal shall be by seniority in rank. 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.

Seniority shall be the governing factor in all matters affecting reduction in work force and vacation preference as indicated in Article 17.

Section 3.

The initial appointment of an Employee shall be deemed final and permanent at the expiration of a period of twelve (12) months in conformance with applicable state statute; however, if the Employee is absent from work during that twelve (12)-month period beyond the Employee's accumulation of vacation and sick leave, the Employer can extend this probationary period by the number of days the Employee is absent. Participating in training programs (such as the Maine Criminal Justice Academy) shall not be counted as days absent. During the probationary period of any Employee, the Employer, in its sole discretion, may terminate his employment. During the probationary period of the Employee, the Employer will cause such Employee to be evaluated at least quarterly by one or more of his supervisory officers. Each quarterly report will be discussed with the Employee and any weakness in his work will be reviewed with the object of increasing his proficiency. The Employer may also discuss interim formal or informal reports with the Employee with the same object.

Section 4.

An Employee who is absent from employment because of a leave of absence or resignation, and whose absence terminated within one (1) year as a result of return from leave of absence or re-employment shall be restored to the pay step and vacation entitlement applicable at the time of the commencement of his absence from employment. The period of such absence shall not be included as a period of service or employment under Article 13, Section 2 of this Agreement or for any other purpose under this Agreement. An Employee who is discharged and an employee who is absent from his employment for any reason for a period in excess of one (1) year, shall lose all seniority

rights and vacation entitlement and, if re-employed, shall be treated as a new employee. The time limit set forth in this section may be extended by the Employer for one (1) or more specific periods upon mutual agreement between the Union and the Employer.

Section 5. Special Assignments

An Employee promoted to Detective shall be assigned to either the Youth Aide Division or Criminal Investigation Division at the pleasure of the Employer during the first 12-month probationary period, and then it shall be a permanent assignment, unless both the Employer and the Employee mutually agree to a transfer

Section 6. Work Force Changes

Promotions: The term promotion, as used in this provision, means the advancement of the Employee to a higher paying position.

(a) Whenever the Employer decides to fill a job opening occurring in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such opening shall be posted on the Department bulletin board for ten (10) working days

(b) Employees who wish to apply for open positions for jobs, including Employees on lay-off may do so. The application shall be in writing and it shall be submitted to the Department of Human Resources at the time the notice for a written promotional examination is posted. Such application shall be utilized for all future openings occurring in such job classification so long as the Eligibility List is in effect.

(c) 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 examination and subsequently placed on the Eligibility List.

ARTICLE 13

WAGES

Section 1.

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

Entry 1+yr 2+yrs 3+yrs 5+yrs 8+yrs 11+yrs 12+yrs 14+yrs 15+yrs

7/1/07

15.00 16.00 16.282 17.259 18.294 19.392 21.788

2/06/08

15.00 16.00 17.00 18.00 19.25 20.50 21.75 23.00

1/1/09

15.25 16.25 17.25 18.25 19.50 20.75 22.00 23.25

7/1/09

15.56 16.58 17.60 18.62 19.89 21.17 22.44 23.72

1/1/10

15.79 16.82 17.86 18.89 20.19 21.48 22.78 24.07

A one-time \$150.00 bonus for Patrol Division upon signing; all other Employees receive a \$250 bonus upon signing.

Effective with the September 6, 2007 pay period, Patrol Division shall be paid for a 39.67 work week.

***Matriculation to the next seniority step shall occur on the Employees' anniversary date.**

Section 2.

Employees hired who had previously served as full-time [Maine Criminal Justice Academy graduate, not reserve status], or MCJA equivalent Patrol Officers from other Departments [or from the Lewiston Police Department in the case of a re-hire] shall be recognized with up to eight (8) years of seniority, rounded to the closest number of years, and placed on the appropriate seniority step. The Chief of Police shall determine such seniority step, based on the resume submitted at the time of hire only.

Section 3.

Employees assigned or serving as Detectives on January 1, 2002 shall be paid an additional 10% over the top patrol officer pay. Employees promoted to Detective after

January 1, 2002 shall be paid an additional 10% over their appropriate seniority step at the time of the new assignment. This shall not be to require that the Employer continue any positions funded in whole or in part, by Federal or State grants if the funding therefore shall be terminated or reduced.

ARTICLE 14

PHYSICAL EXAMINATIONS

The Employer may require all Employees to submit to a physical examination, at least annually, by, or under the supervision and direction of, a licensed physician selected by the Employer, which examination shall be at the expense of the Employer and shall be scheduled during each Employee's regular work shift.

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.

The authorization signed by the Employee relating to said examination shall be in a form substantially similar to that utilized for the pre-employment examination and the Employer shall be entitled to receive the same information with respect to the examination provided for herein as the Employer is entitled to receive with respect to the pre-employment examination.

ARTICLE 15

VISITS BY UNION REPRESENTATIVES

Section 1.

The Employer agrees that representatives of the Maine Association of Police 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, provided that such business shall not interfere with the performance of the assigned functions of any Employees of the Employer who are on duty.

Section 2.

Up to three (3) members of the Union negotiating team shall be permitted to attend negotiating sessions at mutually agreed times notwithstanding that said negotiating session occurs during a time when said Employees are scheduled to be on duty. In that event, said Employee shall be released from duty one (1) hour before said negotiating session is scheduled to begin and shall return to duty within one (1) hour after said negotiating session ends. Said attendance shall be without loss of straight-time pay.

When a member of the Union negotiating team is not scheduled to be on duty during a negotiating session but is scheduled to be on duty on the shift which ends next prior to the start of said negotiating session or on a shift which starts next following the conclusion of the negotiating session, said Employee shall be entitled to be relieved from duty for said shift at his request. Except as herein provided, said leave shall be unpaid. If such an employee has been relieved from duty and attends a negotiating session which lasts, inclusive of meal periods, four (4) hours or more, said relief from duty shall be without loss of straight time pay.

The total number of Employees relieved from duty pursuant to all provisions of this section shall not exceed five (5).

ARTICLE 16

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 top Patrol Officer's hourly rate or the Detective's rate, whichever applies. Payment to be made on the next regular payroll or the payroll following. Such pay shall mean money paid through a payroll check and not credit time. (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 will 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 (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 Officers' 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 (NR) 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.).

Section 5.

Bargaining unit members who are not eligible for consideration for available outside work opportunities shall include members who are out sick, on special assignment, attending school, on vacation, on call, on suspension or leave of absence, or while assigned to an FTO.

ARTICLE 17

VACATIONS

Section 1.

Each Employee shall accrue paid vacation time at the rate of one (1) working day's vacation leave 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's vacation leave 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 this Article and as follows:

(a) Departmental seniority shall be the governing factor in the choice of vacation dates.

(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 six (6) Patrol Officers (and no more than three [3] per shift) plus two (2) C.I.D. Detectives and one (1) Youth Aide Detective may be on vacation at any time. At the discretion of the Chief, additional Patrol Officers not assigned to street duties may be allowed to be on vacation at the same time.

(d) There shall be established a so-called "prime time" for purposes of vacation selection. The prime time shall be from May 1st to September 30th of the calendar year. An Employee on a seniority basis may select no more than a two (2) consecutive week vacation periods during prime time. The Employee may now select a one (1) week vacation period in non-prime time. If on a seniority basis, an Employee selects a one (1) week vacation period during prime time, the Employee may select a two (2) week consecutive vacation period or a one (1) week vacation period in a non-prime time.

- (e) If additional vacation time is available, the Employee, on a seniority basis, may select from the remaining available vacation periods.
- (f) Any Employee who shall fail to choose his vacation upon being contacted under the provisions of paragraph (d) and (e) above, shall forfeit his turn on the list for the purpose of that paragraph, and choosing of vacation periods shall continue with the next member in line of seniority. Such person shall be placed at the end of the seniority list for the purpose of making a selection under the paragraph.
- (g) The additional vacation may be taken by those Employees entitled to it during any weeks when fewer than six (6) other Employees will be on vacation.
- (h) In the event an Employee wishes to change his vacation period after vacations have been chosen by seniority, he may do so providing there are openings.
- (i) 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 18

DEATH IN THE FAMILY

Section 1.

An Employee who suffers a death in his immediate household or family (grandparent, grandchild, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, step-brother, step-sister,) shall be granted, upon notifying the Employer, a leave of absence up to three (3) days. Except as provided in the following sentence, said leave of absence must be taken between the date of the death and the date of the funeral. However, in the event the decedent is the Employee's spouse, child, step-child, parent or step-parent; a leave of absence up to five (5) days shall be granted, if requested, and all or part of said leave may be taken immediately following the funeral. Additional time may be granted at the discretion of the Chief of Police, with or without pay, as he may determine.

Section 2.

The Employee shall not suffer the loss of any vacation days which have been granted as a bereavement day.

ARTICLE 19

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.

ARTICLE 20

INSURANCE AND RETIREMENT

Section 1.

The City of Lewiston (Police Department) 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 Indemnity Choice Plan, in addition to the POS co-payments stated above.

Section 3.

(a) All Police Officers who are members of the Maine State Retirement System (MSRS) prior to December 31, 1982, shall be entitled to retire after having completed twenty-two (22) years of service with the Lewiston Police Department.

(b) Police Officers who are employed by the Lewiston Police Department after December 31, 1982, shall be entitled to a retirement benefit only 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 premium 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 Wellness Program.

ARTICLE 21

OVERTIME WORK

Section 1. Overtime

Employees customarily working 39.67 shall be paid at time and one half (1 ½) of their hourly rate for all hours worked when the Employee would normally be off duty, and any hours in excess of eight and one-half (8 ½) hours in any day, without duplication. All others shall be paid at time and one-half (1 ½) for all hours in excess of eight (8).

Section 2.

All reasonable efforts will be made to equalize opportunities to work available overtime among eligible bargaining unit members. Rotation of overtime shall be on a shift basis: first shift works second shift; second shift works third shift; and third shift works first shift. An Employee shall keep the same record of job opportunities from one shift to another if transferred to another shift (Corporals shall be available for consideration for overtime work to replace Patrol Officers). Bargaining unit members who are not eligible for consideration for available overtime work opportunities shall include members who are out sick, on special assignments, attending school, on vacation, on outside detail, on call, suspension and leave of absence while assigned to an FTO. Members who have not been eligible for consideration for available overtime work opportunities as listed in the preceding sentence and who have been absent from work for more than fourteen (14) calendar days shall on the fifteenth (15th) day be charged for overtime opportunities but not called until returning from such absence. Members upon return from completion of the basic training program of the Maine Criminal Justice Academy and/or the FTO Program shall have their hours adjusted to reflect the average accumulated hours of the other members of their respective shift. New Employees will start with a number of accumulated hours equal to the average of the other members of their respective shift. The Union Grievance Committee shall be authorized to examine

and copy the overtime book on a bi-weekly basis. Outside jobs will be maintained on a separate list.

Section 3.

Employees who refuse overtime will be considered as having accepted for the purpose of rotation.

Section 4. Court Time

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 a rate of one and one half (1 ½) times his hourly rate of pay with a minimum of two (2) hours; if the Employee is on-call, s/he shall be compensated for one (1) hour. The foregoing provision shall only be applicable if the time at which the Officer reports is outside the scheduled hours of work provided for in Article 5, Section 2 of this Agreement. If an Officer is on his day off, said Officer shall be compensated for two and one half (2 ½) hours at the rate of one and one half (1 ½) times his hourly rate; if on-call, and a minimum of four (4) hours at the same rate if called, without duplication. A scheduled day off shall only include the days off on the Patrol Division's four (4) and two (2) schedule and vacation days. 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.

Section 5.

An Employee at his/her option may elect to accumulate compensatory time-off to a maximum of seventy five (75) hours at the rate of time and one half (1 ½) rather than receive overtime pay for all hours worked outside of the Employees regularly scheduled hours of work. These hours may be carried indefinitely except in the event of a promotion, unused compensatory time must be cashed-out by December 1st of the year of the promotion.

ARTICLE 22
SETTLEMENT OF DISPUTES

Section 1.

Any grievance or disputes which may arise between the parties including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1.

The aggrieved Employee shall make known his grievance to the Union Steward. The Union Steward, in turn, with or without the aggrieved Employee, shall meet with the Grievance Committee, which will determine (a) to dismiss the grievance or (b) that the Union Steward, with or without the aggrieved Employee, shall take up the grievance with the aggrieved Employee's immediate supervisor within ten (10) days of the act or omission which is the subject of the grievance or the Employee's knowledge of such act or occurrence. They shall attempt to adjust the matter.

Step 2.

If the grievance has not been settled under Step 1, it shall be presented in writing to the Chief of Police, or whoever else is in charge of the Department within seven (7) calendar days. The Chief or his designee shall make every reasonable effort to settle the grievance and give his answer to the Union in writing within ten (10) calendar days.

Step 3.

If the grievance has not been settled under Step 2, it shall be presented in writing to the City Administrator within seven (7) calendar days. The City Administrator shall meet with the Union Steward or Grievance Committee, with or without the aggrieved Employee within fourteen (14) calendar days and shall make every reasonable effort to settle the grievance and give the Union its answer in writing within five (5) days after said meeting. The City Administrator 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.

Any dispute between the parties which shall remain unresolved following the completion of Step 3 of this Article may be submitted to Arbitration within thirty (30) days in accordance with the following procedure:

Upon receipt of a request for arbitration, the parties shall, within ten (10) days, attempt to agree upon an arbitrator. If, on the expiration of the period allowed, the parties are unable to agree upon an arbitrator, the moving party shall, within fifteen (15) days thereafter, contact the American Arbitration Association (AAA) for selection of an

arbitrator in accordance with the (AAA) rules then in effect. It is understood and agreed that the arbitrator shall have no authority to add to, subtract from or modify this Agreement; and that the Employer and the Union shall bear the fees and expenses of the Arbitrator equally.

Section 2.

The time limits set forth in this Article are of the essence. Failure by the Union to take action within the time limit specified for its action shall be deemed to constitute a dropping of the grievance. Failure of the Employer to take action within the time limits specified for it shall constitute a denial of the grievance and the time limit within which the Union must take the next succeeding step if it does not desire to drop the grievance shall commence with the expiration of the time limit for the Employer action. Time limits can be extended only by mutual agreement reduced to writing.

Section 3.

The adjustment of a grievance or an arbitration award will not have a retroactive effect regarding back pay for a period extending in excess of thirty (30) days prior to the initial presentation of the grievance under Step 1.

ARTICLE 23

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. 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 such five (5)-day period, the Chief shall set a time and date within ten (10) days thereafter. The Chief of Police shall make a good faith effort to have the complainant present at the hearing; however, failure of the complainant to appear at the hearing shall not in itself constitute grounds for dismissal of the complaint.

Section 2.

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

ARTICLE 24

DISCIPLINE OF OFFICERS

Section 1.

No permanent Employee shall be discharged, suspended or demoted for disciplinary reasons without just cause.

Section 2.

Whenever an Officer is called in by a supervisory Officer for questioning under circumstances where discipline appears to be a possible result, the officer shall be entitled to be accompanied by a Union representative. In the event the officer being questioned does not desire to be accompanied by a Union representative, he shall sign a Waiver of Representation form supplied by the Chief's office.

Section 3.

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

Section 4.

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 5.

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 the investigative report. Said Officer shall have an opportunity to review all 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, and such authorization shall not be denied by the Employer. The fees charged for reproduction shall be determined on a case-by-case basis not to exceed \$15 for the initial request (includes page 1) and .05 cents for each additional page.

ARTICLE 25
GENERAL PROVISIONS

Section 1. Pledge Against Discrimination and Coercion

The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without discrimination as to ethnic origin, color, religion, age, physical or mental disability, veteran status, gender, sexual orientation, marital 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 3 under the Grievance Procedure outlined in Article 22 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 and 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 legal employee activity in an official capacity on behalf of the Union or for any cause.

Section 4.

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

Section 5. Safety Committee

The Union shall establish a safety committee of not more than four (4) members. The committee shall meet with the Chief of Police or designated representative for a mutual exchange of opinions, ideas and discussions concerning the safety and health conditions of the Department. Such meetings shall take place periodically but at least once every six (6) months.

Section 6. Personnel File

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 each employee, free of cost, a copy of each document added thereto that is requested by the Employee.

Section 7. Damage to Vehicles

Employees will not be charged for any damages incurred due to vehicular accidents or any equipment damages unless the Employee is found by the Police Chief to be negligent under the circumstances.

Section 8.

Upon initiation by the Union, the Union may select up to three (3) representatives to discuss police services with the Police Chief and City Administrator every three (3) months if desired by the Union.

Section 9.

In the event of a conflict between an applicable provision of the State or Federal Law or regulation, or when authorized by State or Federal Law, municipal ordinance, and a provision or provisions of this contract, the provision of law shall control. In the event any provision of this contract is declared invalid as a matter of law, the remaining provisions of this contract shall remain in full force and effect.

Section 10.

The Chief of Police shall budget, exclusive of firearms training except for the first year of the contract, fifteen (15) hours of training for each member of the unit. If funded, it is understood that said money will be used for training purposes only, and shall, as much as reasonably possible, be spent during the fiscal year for which it was budgeted.

ARTICLE 26

BULLETIN BOARDS

The Employer agrees to furnish and maintain a suitable bulletin board in the Locker Room to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin board.

ARTICLE 27
RULES AND REGULATIONS

Subject to the grievance procedure, the Police 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 Employees.

ARTICLE 28
UNIFORMS AND PROTECTIVE CLOTHING

Section 1.

The Employer shall furnish to the Employee a \$650 annual clothing 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 uniformed 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 three hundred dollars [\$300] 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 and after the first day of the fiscal year of the Employer. However, the annual clothing allowance shall be prorated upon voluntary separation. Effective July 1, 2008, the annual clothing allowance shall be increased to \$700, and on July 1, 2009, increased to \$750.

Section 2.

If a probationary Employee is required to wear uniforms, protective clothing or any type of protective device as a condition of employment, serviceable (but not necessarily new) uniforms, protective clothing or protective devices shall be furnished by the Employer.

Section 3.

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

Section 4.

(a) The Employer shall annually provide to the Union, at no cost to the Employee, twelve (12) 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. The Chief and the Union shall make a good faith effort to arrive at a satisfactory

selection; however, if no agreement is reached, the Chief shall make the final decision.

(b) 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 5.

In recognition of the fact that uniformed Police Officers are assigned to S.E.I. where the wearing of casual "street" clothing is appropriated, the officer may expend up to \$200.00 from the annual clothing allowance to purchase those articles of clothing permitted under the new list incorporated under Appendix B. Police officers assigned to S.E.I. are still required to adhere to all other applicable requirements of Article 28.

It is recognized that from time to time it may be desirable to allow the purchase of an article of clothing or protective equipment to achieve a S.E.I. objective that is not included on the permitted list in Appendix B. The purchase of such an item may be authorized in the sole discretion of the Chief of Police upon recommendation from the S.E.I. Supervisor. Such discretionary purchase will not have precedent setting value.

ARTICLE 29

MANAGEMENT RIGHTS

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.

ARTICLE 30

NO STRIKE

There shall be no stoppage of work or slowdown by the Union or a lockout by the City during the life of this Agreement.

ARTICLE 31

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 this Agreement are grandfathered, providing however, that future moves would require them to remain within the limits of the radius.

ARTICLE 32

LEAVE OF ABSENCE AND MILITARY LEAVE

Leave 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 33

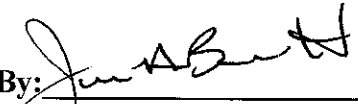
TERM

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 provisions of this Agreement, including automatic step increases, shall continue to be in full force and effect until a successor agreement is reached.


The parties hereto have set their hands at Lewiston, Maine this 19th day of November, 2007.

CITY OF LEWISTON

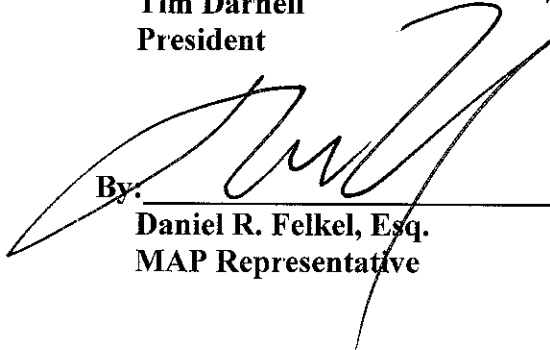
MAINE ASSOCIATION OF POLICE

By: 

James A. Bennett
City Administrator

By: 

Tim Darnell
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) White 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	(1) Protective vests with higher level of protection	(2) Ties
(2) Boots	(1) Clipboards	(2) Dress belts
(2) Socks--navy blue, white or black	(1) Expandable batons	(2) Outerwear (coats)
(1) Uniform ties and clasps	(1) Tape measures	
(1) Uniform Leather gear	(1) Vest carriers/undergarment	
(R) Badges	(2) Holsters (concealed carry)	
(1) Uniform nylon gear	(2) Cuff cases (concealed carry)	
(2) Nametags	(2) B D U	
(1) Handcuffs	(2) Turtlenecks	
(2) Flashlights (purchased under clothing allowance)	(2) Polo shirts	
(2) Cases, including badge holders, trifolds, bifolds wallets with badge holders, badge clips (for belts)	(2) Bike shorts	

(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.T.:

- (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 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 (services will not be available for dependents at this point). 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 become alternatives.

The City, after consultation with the Health Care Provider and the Health Care Advisory Team, will, at a minimum, provide monthly wellness programs and topics that are related 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 wellness 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 wellness 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;
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 contribution of 25% depending on the level of participation. Premium payments between 10% and 25% shall be determined by using the same formula noted below, as follows: 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 equipment. Also, since smoking is such a critical component of any wellness program, attempts will be made to provide smoking cessation products at no cost 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 Association of Police as an alternative plan.

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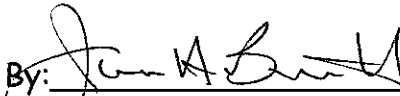
MEMORANDUM OF AGREEMENT

The City of Lewiston ("City") and the Maine Association of Police ("MAP") agree as follows:

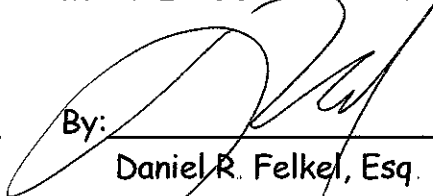
1. The City and MAP have agreed to revise Article 7, Section 1 of the Collective Bargaining Agreement to provide that employees will be paid for a lunch period of thirty (30) minutes during each full work shift beginning on September 6, 2007.
2. MAP acknowledges that, prior to September 6, 2007, lunch periods were predominantly for the benefit of the employees and not predominantly for the benefit of the City, as negotiated in the collective bargaining agreement dated in 1995.

This Memorandum of Agreement is entered into at Lewiston, Maine, this 19th day of November, 2007.

CITY OF LEWISTON

By: 
James A. Bennett
City Administrator

MAINE ASSOCIATION OF POLICE

By: 
Daniel R. Felkel, Esq.
MAP Representative