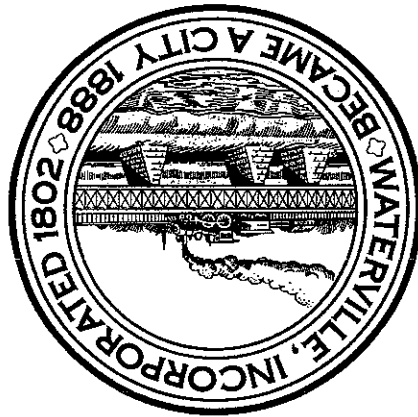


July 1, 2006 through June 30, 2009

WATERVILLE POLICE COMMANDING OFFICERS' UNIT  
For the  
MAINE ASSOCIATION OF POLICE

and

CITY OF WATERVILLE



Between

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The City shall deduct regular monthly dues and initiation fees upon receipt of signed authorizations from the Union members (a copy of which is to be retained by the City) and a certified statement from the Secretary-Treasurer of the local Union as to the amount of the dues. The City shall forward all such dues so collected to the Secretary-Treasurer of the local Union before the fifteenth (15) day of the following month in which deductions were made. The Union shall indemnify and hold the City harmless against all claims and suits, which may arise by reason of any action taken in making deductions of said dues and remitting the same to the Union pursuant to this Article. A copy of the applicable authorization card is appended to this Agreement as Appendix A.

**ARTICLE 4 - CHECKOFF**  
**Section 1: Authorization for Deduction of Dues.**

All employees governed by this Agreement shall have the right to join, participate, or refrain from joining in the Union, provided, that it shall be a condition of employment that all employees covered by this Agreement who are not, or do not become members of the Union shall pay each pay period a service fee equal to 80% of the regular monthly Union dues as a contribution towards the cost to the Union of collective bargaining, contract administration, and the adjustment of grievances.

**Section 3: Service Fee.**

represent all employees in the bargaining unit without discrimination, interference, restraint or coercion. No employee shall be favored or discriminated against either by the City or by the Union because of their membership or non-membership in the Union. The Union recognizes its responsibility as bargaining agent and agrees to

**Section 2: Non-Discrimination.**

of names up to date. The Union agrees to supply the Chief of Police with a list of officers of the Union and the names of the Union Stewards/Stewardesses and the members of the Grievance Committee. It shall be the duty of the Union to keep this list

**Section 1: List of Union Officers.**

**ARTICLE 3 - UNION SECURITY**

unit members are unavailable or have refused the detail. It is the intent of the parties that no other named law enforcement title shall be used to take away or replace a bargaining unit member in the regular or outside details requested through the Police Department, except where all other unit members are unavailable or have refused the detail.

**Section 2: Bargaining Unit Jurisdiction.**

called the Commanding Officers' Unit for purposes of bargaining with respect wages, hours of work and other conditions of employment. The unit shall be The City hereby recognizes that the Union is the sole and exclusive representative of the Commanding Officers

**Section 1: Certified Unit.**

**ARTICLE 2 - RECOGNITION**

pay, hours of work and other conditions of employment. establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of "UNION". This Agreement has as its purpose the promotion of harmonious relations between the City and the Union, the Maine Association of Police ("MAP") and the Waterville Police Commanding Officers' Unit hereinafter referred to as the This Agreement is entered into between the City of Waterville, hereinafter referred to as the "CITY" and the

**ARTICLE 1 - AGREEMENT**

All employees promoted to this unit of the Waterville Police Department, from within the City's police department, shall serve a probationary period of 120 days, and shall have no seniority rights during this period. This probationary period may be extended upon mutual consent of the Union and the City. Employees having completed the said 120-day probationary period or extensions thereof, shall be known as regular employees, and the probationary period to be considered for seniority purposes. The City shall have the right to demote without recourse any employee during this 120-day probationary period or extensions thereof. It is understood and agreed that if the City exercises its option to demote an employee, the employee shall have the right to revert to his previous status.

**ARTICLE 6 - TRAINING**

**Section 1: Training.**

The City will from time to time, as the City requires, send employees to courses and/or seminars. It is the City's prerogative to select those courses or seminars and the type of training necessary, and to make assignments for course or seminar study. The City will give consideration to all employees for this training and will endeavor to equalize training within their respective job classifications as it pertains to employees within the bargaining units. Members of this bargaining unit are entitled to receive 16 hours of training annually.

**Section 2: Education Stipend.**

Employees who hold an associate's degree (two year) from an accredited institution of higher learning will receive an annual stipend of \$500.  
Employees who hold a bachelor's degree (four year) from an accredited institution of higher learning will receive an annual stipend of \$800.  
Employees who hold a master's degree from an accredited institution of higher learning will receive an annual stipend of \$1050.

The stipend will be paid the second pay period in July of each year.

**Section 3: Tuition Reimbursement.**

The City shall reimburse for pre-approved college courses\* at the credit hour tuition rate of the college being attended in the following manner:

A - 100%

B- 75%

C- 50%

D, E, F, Incomplete - 0% of the tuition rate

\*As with all other City employees, approval requires the submission of a pre-approval request form and is subject to the availability of City funds.

**Section 4: EMT Stipend**

The annual stipend for an EMT Certificate, which must be updated periodically, will be \$200.00

**ARTICLE 7 - SENIORITY**

**Section 1: Definition.**

Seniority shall be determined by the length of full-time service from the officer's last date of promotion into the bargaining unit. A seniority list shall be established by the City listing all officers covered by this Agreement, with the employee with the greatest seniority in grade listed first. Seniority shall mean length of continuous service.

**ARTICLE 5 - PROBATIONARY PERIOD**

**Section 1: Promotions Within Unit.**

- a After 6 months of continuous employment - One Week
- b After 1 year and through 5 years' continuous employment - Two weeks provided paid vacation under (a) above has not been exercised.
- c After 5 years and through 7 years' continuous employment - Two weeks plus Two days.
- d After 7 years and through 10 years' continuous employment - Three weeks.
- e After 10 years and through 14 years of continuous employment - Three weeks plus two days.
- f After 14 years and through 17 years of continuous employment - Four weeks
- g After 17 years and through 20 years of continuous employment - Four weeks plus two days

Employees are entitled to paid vacation in the following amounts:

**Section 1: Entitlement**

**ARTICLE 9 - VACATIONS**

like

except where special skills are required as determined by the Chief, such as stake outs, emergency situations and the Overtime vacancies covered by this section shall include all special work details where officers are requested,

or sick leave, and has not worked the sixteen (16) hours preceding the overtime vacancy. the least seniority shall be ordered to work the vacancy, provided however, that the affected Sergeant is not on vacation, In the event the overtime vacancy cannot be filled according to the above procedure, the Patrol Sergeant with vacancies shall be made no later than two (2) hours prior to the commencement of the shift

members of the unit. In addition, a copy of the seniority roster shall be posted on the bulletin board. Calls to fill overtime A seniority roster shall be maintained by the Chief or Police on a chart subject to inspection at all times by all

Sergeant shall advise the Sergeant of the nature of the overtime vacancy. phone twice only. If the number is busy or there is no answer, the Sergeant shall call the next Sergeant on the list. The unit, by rotation. The Sergeant, subject to the procedures established by the department, need call an employee's home according to the following procedure: Patrol Sergeant shall be called by the Sergeant according to seniority within the When an overtime vacancy occurs in any regular shift or for any special detail, the vacancy will be filled

**Section 3: Overtime Vacancy.**

Regular members of the department shall receive preference for vacancies in all positions, except the Chief and Deputy Chief positions, over outside applicants provided that the regular members of the department are so qualified.

**Section 2: Department Vacancies.**

position, the probationary provisions will apply. When a vacant position occurs in the bargaining unit, when filled, the vacancy shall be filled within sixty (60) days from the date of such vacancy. The employee within the bargaining unit with the highest seniority, if qualified, will be given the first opportunity to fill the vacancy. In the event that an employee is selected and retained in the vacant

**Section 1: Rules for Filling.**

**ARTICLE 8 - VACANCIES**

qualifications are similar. Qualifications to be determined by competitive testing

Promotions within the Unit shall be determined by seniority within the Unit as applied when all other **Section 3: Factor in Promotions.**

Seniority shall be the sole factor in all matters affecting reduction in work force, recall, work shifts and vacations **Section 2: Sole Factor Lay-Off; Recall; Shift Assignment; Vacations.**

Where applicable, any day declared a holiday by the President of the United States, the Governor of the State of

January	New Year's Day
January	Martin Luther King Day
February	President's Day
April	Patriot's Day
May	Memorial Day
July	Independence Day
September	Labor Day
October	Columbus Day
November	Veteran's Day
November	Thanksgiving Day
December	Christmas

The following days are paid holidays

**Section 1: Holidays Observed.**

**ARTICLE 10 - HOLIDAYS**

hourly wage rate of the employee. A day of paid vacation is defined as one-fourth (1/4) of a week's paid vacation.

(e) A week of paid vacation is defined as the dollar equivalent of forty-two multiplied by the applicable regular designated by the employee on the form to be provided to the City by the employee.

(d) In the event of an employee's death, all vacation pay due the employee shall be paid to the same beneficiary request is made during the period set forth in subsection (b) herein

employee entitled to five weeks vacation may request a cash payment of one week in lieu of paid time off, provided such subsection (b) herein. In such cases, vacations may be carried over six (6) months into the next vacation period. An one week of vacation to the next following vacation year, provided such request is made during the period set forth in is postponed by the Chief of Police. Additionally an employee entitled to more than two weeks' vacation may carry over (c) Vacation leave may accumulate from one fiscal year to the next year in cases where the scheduled vacation

unreasonably withheld.

designee's approval for a specific date not less than three (3) days before the specific date; approval shall not be without consideration of seniority. Those employees eligible for a day of paid vacation must request the Chief's or his/her After September 30 of each calendar year, requests for vacations will be allowed on a first come/first served basis, subject to approval of the Chief of Police or his/her designee and shall be granted by October 15 of each calendar year. Preference during this period for vacation dates will be by seniority. Requests for vacations are of all City operations. Requests for vacation will be submitted to the Chief of Police between July 1 and September 30 of (b) Vacation leaves shall be granted when, in the opinion of the Chief of Police, to be convenient to the conduct

employee's anniversary date.

each year with the exception of the first year of employment when it accrues on the anniversary date. During the year, when an employee receives a step increase in vacation the step increase portion of vacation does not vest until the (a) The vacation period shall run from July 1 to June 30 of the following year. Vacation accrues on July 1 of

**Section 2: Rules Governing Vacation**

h. After 20 years of continuous employment - Five weeks

employee's physician, benefit payments hereunder will cease. Failure of the employee to meet and submit to a physical examination designated by the City if the physician designated by the City disagrees with the conclusion reached by the employee's physician, the employer has the right to require the employee to undergo a physical examination by a physician designated by the City. If the employer disagrees with the statement of the employee and the projected duration of the illness. If the employer disagrees with the statement of the employee may be required by the employer to obtain a statement from a physician of the employee's choice stating the specific nature and the projected duration of the illness.

**Section 4: Medical Certificate.**

After three (3) consecutive days of illness or where illness is at frequent intervals causing an absence from work, the employee must live within employee household, children of the employee may share a residence with other parent. For the purposes of this article, "family" shall include children, spouse, parents, or stepchildren living within the employee household. While stepchildren must live within employee household, children of the employee may share a routine medical and dental appointments during off-duty hours.

For the purposes of this article, "family" shall include children, spouse, parents, or stepchildren living within the employee household. While stepchildren must live within employee household, children of the employee may share a routine medical and dental appointments during off-duty hours. Reasonable efforts will be made to schedule herein, until the amount of hours improperly paid out are accounted for. Reasonable efforts will be made to schedule withholding the annual grant of One hundred eighty-eight hours of paid sick leave benefits provided for in Section 1 under this article, shall reimburse the City for the amount of benefits paid. Failure to reimburse the City, shall result in Article. The employee who has, while being gainfully employed or acting as an independent contractor, received benefits an independent contractor while receiving paid sick leave benefits, will be disqualified from any entitlement under this The only reasons for sick leave is personal and family illnesses. Any employee gainfully employed, or acting as

**Section 3: Entitlement for Personal Illness.**

work-related, personal illness and as provided for in Article 18, Section 4C(1). The accumulated hours of paid sick leave provided for in this section 2 may only be used for purposes of non An employee may accumulate a total of fourteen hundred forty hours (120 days) of paid sick leave benefit.

**Section 2: Accumulation.**

employee's regular hourly wage rate as that wage rate is set forth in Article 28. leave day or paid sick leave week is determined by multiplying the applicable daily or weekly hourly figures times the A day of sick leave is defined as 12 hours and week of sick leave is 42 hours. The monetary value of a paid sick leave day or paid sick leave week is determined by multiplying the applicable daily or weekly hourly figures times the employee's regular hourly wage rate as that wage rate is set forth in Article 28.

**Section 1: Computation.**

Sick leave shall be computed at the rate of 180 hours (15 days) per year and may be accumulated to a maximum of 1440 hours (120 days). Such leave shall be granted upon application in writing before or within a reasonable time after the absence, depending on the circumstances of each case; provided however, in utilizing sick leave in conjunction with Article 18 Workers' Compensation, the requirements of Article 18 Section 4C(1) must be adhered to.

**ARTICLE 11 - SICK LEAVE**

holidays, the employee shall qualify for pay

If an employee is absent on sick leave, scheduled day off, or annual vacation on any of the above-described holidays, the employee shall qualify for pay

**Section 3: Pay for Absence on Holiday.**

Employees who work on the above-described holidays shall receive their regular pay plus time and one-half for working on the holiday

**Section 2: Holiday Pay.**

day as applicable, for scheduled work hours. Maine, or the Mayor of the City of Waterville, in addition to the above, shall qualify employees for a paid Twelve (12) hour

a. An employee, entitled to the investment of accumulated sick leave that existed as of June 30, 1989 into a deferred compensation plan chosen by the employee, who suffers a serious illness after July 1, 1990, shall be entitled to the number of hours (days) of sick leave benefit for which the employee was entitled to as of June 30, 1989, as that figure is set forth in Exhibit A, attached hereto, provided the number of hours (days) available at the occurrence of the illness to the employee who suffers a serious illness after July 1, 1990, is a lesser number than the figure existing on June 30, 1989, solely by reason of the reduction of the number of hours (days) resulting from the investment of the dollar value of those hours (days). (A description of the reduction of hours was included in section 7 of Appendix E of the collective bargaining agreement effective July 1, 1989.) If the lesser number of hours (days) is in part because sick leave benefits were used, the number of hours (days) representing sick leave benefit use must be added in before making the computation required by this Section 6. If the accumulated hours (days) at the time the employee suffers a serious illness exceed the figure that existed on June 30, 1989, and evidenced in Exhibit A Section 6 of Article 11 will be

**Section 6: Rights to Accumulated Sick Leave.**

determined to be terminated just by passage of time, unless terminated earlier.

retirement benefits or as required by law. Two (2) years after the initial attempt to return to work the employee shall be No other entitlement or benefits under this agreement shall be available to the employee, other than vested

date in the future. Any return to work in the future is subject to the provisions of this Section 5.

physician's determination and such accumulated seniority shall be reinstated if the employee returns to work at some will be provided for in accordance with the law. The employee shall retain seniority accumulated to the date of the third employee may request accumulated, but unused, sick leave benefits. Any entitlement to workers' compensation benefits in the event that the employee is determined not able to perform the normal duties of the job position, the time the employee attempted to return to work.

physician concurs with the employee's physician, the City shall pay employee for all lost wages and benefits from the binding. If required, the employee shall submit to a physical by the city's physician and the third physician. If the third parties. The decision as to the employee's ability to perform the normal duties of the job position shall be final and agreement shall not be unreasonably withheld. The cost of the third physician shall be borne equally between the may be submitted to a third physician. Such third physician shall be mutually agreeable to the parties and such mutual normal duties of the job position, the question of the employee's ability to perform the normal duties of the job position examination. In the event the City's designated physician disagrees as to the ability of the employee to perform the employee's position. If the City disagrees with the employee's physician, the City may require employee to submit to obtain a certificate of fitness from the employee's physician to the effect that the employee can perform the duties of the Any employee returning to work from a major injury or illness, whether job related or not, shall be required to

**Section 5: Certificate of Fitness.**

leave benefits will be restored and employee will be made whole.

such examination is necessary to a determination. If the third physician concurs with the employee's physician, all sick physician shall be final and binding. The employee must submit to a physical examination if the third physician deems unreasonably withheld and the cost of such physician will be borne equally by the parties. The opinion of the third (10) calendar days from the date of certified mailing. Agreement on the selection of the third physician shall not be request shall be made within seven (7) calendar days from the date of the results of the City-designated physician or ten question of employee's physical condition be submitted to a third physician mutually selected by the parties. Such examination by the physician selected by the City will also cause benefits to cease. The employee may request that the

inapplicable

(b) If an employee is entitled to, and does request in writing, the benefit described in Section 6(a) of this Article 11 the grant of hours (days) of sick leave benefit to bring the number of hours (days) to the figure existing on June 30, 1989, shall be considered an anticipation of future yearly allotments required and set forth in section 1 of this Article 11 of sick leave benefits. To the extent that future allotments are used to make up the difference between accumulated hours (days) at the time of the occurrence of the illness, and the June 30, 1989, figure of accumulated hours (days), the figure that such future allotments represents will not be credited to the employee's hours (days) of sick leave benefit accumulation account but will be considered as used sick leave benefits. For example, an employee with 960 hours (80 days) of accumulated sick leave on June 30, 1989, has an account representing 720 hours (60 days) of sick leave benefit as of July 1, 1994. On July 2, 1994, if that employee requests the benefit provided for a serious illness in this Section 6 of Article 11, such employee would be given a credit of 960 hours (80 days). This new amount would include an anticipation of 240 hours (20 days) of sick leave benefit. This employee would not be eligible for another monthly allotment of sick leave until the passage of 16 months, or October 1, 1996.

c A serious illness shall be defined to mean a life threatening situation resulting from, illness, disease or an accident, or alternatively defined as a situation resulting from illness, disease, or accident, which situation is under continuous medical treatment, by a physician, which treatment exhausts the amount of accumulated sick leave as it existed on June 30, 1989.

**Section 7: Definition of Physician.**

A physician as that term is used in this Article, and anywhere else in this agreement, is defined as one who is required to be registered under the provisions of Title 32 MRS § 3270 as defined by the attorney general's opinion of May 13, 1980

**Section 8: Paternity Leave**

The City of Waterville agrees to grant up to two (2) weeks of paid sick leave, from the birth of the child, for paternity leave after a request is presented in writing to the Human Resource Office, provided the employee has sufficient accumulated sick leave.

Any additional time requested must be reviewed to determine if it qualifies for sick time, or if vacation and/or comp time, if available, will be utilized. In order for additional sick time to be granted, a certificate of illness needs to be presented to the Human Resource Office from the employee's spouses' physician stating that she needs the employee's assistance due to a short term disability related to the birth of the child.

All time used for paternity leave will be subject to the Family and Medical Leave Act. An employee must have been an active, full time employee for more than twelve (12) months and worked at least 1,250 hours within the last twelve months for the City of Waterville to qualify for paid paternity leave. Any employee may request the use of unpaid leave if he has been employed for less than twelve (12) months, or does not have any accumulated time in his bank.

**ARTICLE 12 - BEREAVEMENT LEAVE**

In the event of death occurring in the immediate family of a permanent member of the police department, (including mother, father, wife, husband, son, daughter, stepchildren within the household, sister, brother, mother-in-law, father-in-law, grandparents, both maternal and paternal), that member shall be granted four (4) consecutive days off, including the day of death and the days following the date of death, without loss of pay and one (1) day at interment if the day does not fall within the previous four (4) days off. Any such day off granted shall include "regular scheduled days

off", if they happen to fall within the four-day period. It is understood that no pay shall be received for scheduled days off, and the time is not to be charged against sick leave.

**ARTICLE 13 - GRIEVANCE PROCEDURE**

**Section 1: Definition and Procedure.**

A grievance is hereby defined to be any controversy, complaint, misunderstanding, or dispute arising concerning the interpretation or application of any provision of this Agreement. Any grievance arising between the city and the Union or an employee represented by the Union shall be settled in the following manner:

Step 1: The aggrieved employee must present the grievance to the Shop Steward/Stewardess or the Alternate within five (5) calendar days after the aggrieved employee receives knowledge of the grievance or after the grievance has occurred. The shop steward/stewardess or alternate shall take up the grievance with the Chief of Police by notifying the Chief of the grievance at the departmental office, but in no event shall any alleged grievance be presented to the Chief more than thirty (30) days after the aggrieved employee has or should have had knowledge of the grievance. If the steward/stewardess and the Chief of Police have not resolved the grievance within five (5) calendar days thereafter, the Union will proceed to Step 2.

Step 2: The Union Representative shall then take the matter up with the City Manager or Manager designee within fifteen (15) calendar days thereafter. The City Manager shall render a decision on the grievance within fifteen (15) calendar days thereafter.

Step 3: At the request of either the City or the Union, a grievance involving the interpretation or application of a particular clause of the Agreement may be submitted to arbitration within thirty (30) days of the City Manager response through the Maine Board of Arbitration and Conciliation or a mutually agreed upon outside arbitrator. The arbitrators shall have no authority to add to, subtract from, or modify the provisions of this Agreement. The arbitrators' decision shall be final and binding on the parties hereto. The expenses of the arbitration shall be borne equally by both parties.

**Section 2: Right to Examine Time Sheets.**

Employees covered by this Agreement or their authorized representatives shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute, of records pertaining to a specific grievance, upon reasonable notification to the City.

**Section 3: Time Limit Extended.**

The time limits for the processing of grievances may be extended and confirmed by written consent of both parties.

**ARTICLE 14 - DISCHARGE OR SUSPENSION**

**Section 1: Rules.**

The City shall not discharge or suspend any employee without just cause as defined in, but not limited to, the Standard Operating Procedure, as amended. In all cases involving the discharge or suspension of an employee, the City must immediately notify the employee orally of the discharge or suspension and the reason therefore, followed within five (5) calendar days by written notice, a copy of which is also to be given to the shop steward/stewardess and a copy mailed to the local union office. The City agrees not to suspend an employee without pay until the administration has completed its investigation of the incident.

**Section 2: Wages Due and Owing.**

Any employee discharged shall be paid in full all wages owed him/her by the City, including earned vacation pay, within two weeks of discharge. In the event that a grievance is settled or an arbitration award rendered involving a

back-wage payment, the monies due shall be paid within two weeks of the settlement or award date

**ARTICLE 15 - PROTECTION OF PROPERTY AND EQUIPMENT**

It shall be the responsibility of an employee having any equipment and property to make sure it is in proper working condition, kept clean, and returned to its place of storage.

**ARTICLE 16 - RULES AND REGULATIONS**

**Section 1: Changes.**

When existing rules are changed or new rules established, they shall be posted prominently on all bulletin boards to become effective immediately. The steward/stewardess and union shall be notified of such changes by receiving copies of same.

**Section 2: Work Rules.**

The City agrees to furnish all employees in the department with a copy of all existing work rules within thirty-(30) days after they become effective. New employees shall be provided with a copy of existing work rules at the time of hire.

**Section 3: Compliance.**

Employees shall comply with all reasonable rules that are not in conflict with the terms of this Agreement, provided that the rules are uniformly applied and enforced. Any unresolved complaint as to the reasonableness of any new or existing rules or any complaint involving discrimination in the grievance procedure may be resolved by the grievance procedure.

**ARTICLE 17 - SAFETY**

**Section 1: Right to Make Rules.**

The City shall have the right to make regulations for the safety and health of employees during their hours of employment. Representatives of the City and the Union may meet at the request of either party to discuss such regulations. The Union agrees that employees of the Department will comply with Departmental Rules and Regulations regarding safety.

**Section 2: City's Responsibility for Safe Equipment.**

It shall be the responsibility of the City to furnish all employees with equipment that will be operational and safe for use. If the equipment is not operational and safe for use, the City will make it such before it is used by the employee. The City will determine if the equipment is safe and operable.

**ARTICLE 18 - WORKERS' COMPENSATION**

**Section 1: Employed Prior to 7/1/85.**

An employee hired, and continuously employed, prior to July 1, 1985, shall be entitled to the workers' compensation leave as that benefit is hereafter defined. Entitlement to this award is conditioned on the fact the employee has sustained a personal injury arising out of and in the course of employment, has filed a claim in the manner required by state law, and the injury has been ultimately determined to be compensable within the requirements of the Workers' Compensation act.

**Section 2: Benefit to Employee Defined.**

The benefit provided herein shall consist of a continuation of the employee's normal weekly wage. Normal weekly wage shall be defined as the sum of money set forth in Article 28, less any deductions required by law, this collective bargaining agreement, and deductions authorized by the employee.

**Section 3: Insurance Checks to City.**

The benefit provided for herein is conditioned on the employee negotiating to the order of the City of Waterville

all insurance carrier checks representing compensatory payments that are made on a periodic basis, and including the initial payment which may be for a longer period of time than the normal periodic payment. The compensatory payments referred to in this Section are for total incapacity of the employee and are made payable to the employee; if compensatory payments are for partial incapacity, this Article does not apply.

**Section 4: Procedure for Payment to Employee.**

The following procedure is to be followed for payment of the normal weekly wage under the workers' compensation leave benefit as hereinabove described:

A. All procedural requirements of the Maine Workers' Compensation Act to perfect a claim must be met. In addition, the employee or employee's designated representative shall file and sign a leave request form for payment of accumulated sick leave for each and every week the normal weekly wage payment under this workers' compensation leave is sought. Upon the grant of a compensation award and issuance of award payments by the insurance carrier, which award payments have been negotiated to the order of the City, the leave request form need not be provided each week thereafter.

B. Procedure when question of compensability is not an issue

1. The employee will receive the normal weekly wage as defined herein, provided all insurance carrier compensation checks representing both accumulated and periodic payments, when issued in the name of the employee are negotiated to the order of the City of Waterville. Failure on the part of the employee to negotiate the insurance carrier's award check or checks to the order of the City of Waterville will constitute a waiver of any benefit to the employee provided by this Article

C. Procedure where question of compensability is in dispute

1. The employee will receive the normal weekly wage as defined herein, provided however, the normal weekly wage payments will be charged against employee's accumulated sick leave in accordance with the requirements of Sec. 4A herein. If there is no accumulated sick leave credited to an employee, the employee may request, in writing, a charge against accumulated earned vacation. If there are no accumulated sick leave and vacation benefits credited to the employee or where accumulated sick leave and vacation benefits have been exhausted, all payments under this workers' compensation leave shall not be made or shall cease until the question of a compensable injury is ultimately determined.

2. If the issue of the compensability is resolved in the employees' favor, all charges against employee's sick leave/vacation account will be credited to the employee provided that any compensation checks issued by the insurance carrier in the employees' name are negotiated to the order of the City of Waterville as provided for in Section 4B(1), above. The purpose of this subsection is to make the employee whole if sick leave/vacation accounts have been charged

**Section 5: Cessation.**

The workers' compensation leave benefit provided for under this section shall cease, and the City shall have no further obligation under the workers' compensation leave upon occurrence of any of the following:

- a. Return to work;
- b. Employment, part-time or full-time, with an employer other than the City of Waterville; provided however, part-time employment, as a part of a planned rehabilitation program in accord with the law, is permissible if the part-time wages, as confirmed by check stubs, are offset against employer's obligations hereunder;
- c. Self-employment as an independent contractor;

Under a contract with Boston Mutual Insurance Co., the City provides for life insurance and AD&D benefits at \$2,000. Income disability is provided at a weekly benefit of \$40. There is a forty-four (44) day waiting period and a twenty-six (26) week benefit period for the income disability insurance.

Group Life Insurance  
Group life insurance, through the Maine Municipal Association, is provided in the amount of the employee's annual salary up to a maximum of \$100,000

All regular, full-time employees are provided with group life insurance, accidental death and dismemberment, and weekly disability pay according to the following:

**Section 3: Life, Accidental Death, Disability Insurance**

cost of dependent coverage

**Section 2: Dental Insurance**

Dental insurance is provided for the employee at no cost; however, employees are responsible for 50% of the elected coverage under this plan.

The City contributes 80% of the premium cost, and the employee contributes 20% of the premium cost for coverage options, or benefit levels.

Employees are instructed to consult their insurance booklets for specific details regarding their chosen plan and should contact the Human Resources office for specific information regarding open enrollment periods, change in point-of-service (POS) plan.

There are two types of plans available to employees, which include a comprehensive indemnity plan and a becomes effective the 1st of the month following date of hire

which provides for health and major medical, and prescription drug benefits. When elected by the employee, coverage All regular, full-time employees are eligible for coverage under the Maine Municipal Employees Health Trust,

**Section 1: Health Insurance Coverage**

**ARTICLE 19 - INSURANCE**

out. This option must be exercised by the employee within one year upon return to work.

award to be equal to the same number of dollars of gross payroll paid out in sick leave benefits. The employee has the option to pay back any difference in the credit of sick leave benefits up to the total amount of sick leave gross dollars paid

sick leave benefits have been paid, the employee must negotiate the award check or checks to the order of the City. Award checks negotiated to the City shall result in a crediting of sick leave on the basis of every dollar of compensation

have been paid. If the compensation award, and the accompanying check or checks, include a period of time for which compensation award, and the accompanying insurance check, includes a period of time for which sick leave benefits

Sick leave used in the circumstances described in the above paragraph will not be recaptured unless the compensation award, and the accompanying check or checks, include a period of time for which sick leave benefits

If the employee receives a compensation award, all rights to utilize sick leave benefits ceases as of the effective date of Section 2 herein. Such an employee, may however, request payment of sick leave benefits as outlined in Section 4(A).

**Section 6: Employed After 7/1/85.**

- d Expiration or termination of a workers' compensation award of total incapacity;
- e Termination of employment; and
- f Refusal or failure to negotiate insurance carrier checks to the order of the City of Waterville.

Employees are eligible for the weekly disability income insurance as outlined above when the inability to work is not work related. An employee receiving the weekly disability benefit has the option of receiving the entire amount of the benefit or their sick leave pay. Employees choosing the latter option must turn over their disability pay to the City. Upon doing so, they will be credited with sick leave in proportion to the monetary value of the disability pay returned to the City. Employees choosing to retain their disability pay will not be paid for sick time.

Contact the Human Resources office for specifics.

**Section 4: Income Protection Plan**

Employees may, at their own expense, participate in the Income Protection Plan offered by Maine Municipal Association.

**Section 5: New Insurance**

If the City elects to change insurance carriers, it agrees to consult with affected employees prior to making the change. In addition, the City will provide the same insurance plans and options to the bargaining unit as those provided to non-union City employees for the duration of this agreement.

**Section 6: Employee Wellness**

The City encourages the health and fitness of all City Employees. To this end, the City supports the work of the Wellness Committee in scheduling programs for employees.

**Section 7: Employee Assistance Program**

All regular, full-time employees are eligible to participate in the Employee Assistance Program. The program is designed to restore valuable employees to full productivity. The program provides assessment and referral services to employees who are experiencing on-the-job problems because of job related or personal difficulties including substance abuse, family problems, emotional, financial or legal worries which result in a decline of job performance. Participation in the program is voluntary and strictly confidential. Contact the Human Resources office or your supervisor for additional information.

**Section 8: Health Facility Memberships**

The City will pay the first \$200 of a fitness membership for those individuals that sign up for the same at a local gymnasium. If the employee receives an overall rating of "excellent" on both of the fitness evaluations, then the City will pay an additional \$100 towards the gym membership, for a maximum of \$300 per gym membership per year.

**ARTICLE 20 - LIABILITY INSURANCE**

The City shall provide police professional liability coverage for members covered by this Agreement to the extent and limits in such policy of insurance. Such insurance policy shall cover the member when sued for damages as a result of acts as stated, defined and limited in said policy, which arise out of and in the regular course of duty. The limits of liability coverage shall be stated, defined, and limited in said policy and shall be an amount of at least: \$100,000.00 Each person; \$300,000.00 Each incident; and \$500,000.00 Policy period aggregate.

**ARTICLE 21 - NON-DISCRIMINATION**

**Section 1: Rules.**

The City and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms, or conditions of employment because of such individual's race, color, religion, sex, national origin or age.

**Section 2: Lawful Activity.**

The City and the Union agree that there will be no discrimination by the City or the Union against any employee because of the employee's lawful activity and/or support of the Union.

**Section 3: Use of Gender.**

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

**ARTICLE 22 - ACCESS TO PREMISES AND UNION ACTIVITIES**

**Section 1: Rules.**

Authorized agents of the Union with authorization shall have access to the Departmental premises during working hours for the purpose of adjusting disputes, investigation of working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the City's work schedule.

**Section 2: Allowable Activity.**

The City agrees that during working hours on the City premises with authorization, and without loss of pay, Union representatives shall be allowed to:

- 1 Post union notices,
- 2 Transmit communications, authorized by the local union or its officers, to the City or its representative,
- 3 Consult with the Chief of Police, Chief's representative, local union officers, or other union representatives, concerning the enforcement and negotiations of any provision of this Agreement within reasonable limits.

**ARTICLE 23 - UNIFORMS AND PROTECTIVE CLOTHING**

**Section 1: Rules for Furnishing by City.**

If any employee is required to wear a uniform, protective clothing or protective device, it shall be furnished to the employee by the City. The clothing and maintenance allowance will be \$400 in cash, with an additional \$200 maintained in a clothing allowance account administered by the Chief of Police for patrol sergeants, and \$650 in cash for a communication sergeant and detective sergeant. Pens, pencils, and knives may be purchased with the clothing allowance upon authorization by the administration. If an employee sustains any loss of personal property in the line of duty, he shall be reimbursed accordingly.

At the discretion of the Chief of Police, employees in this unit shall have the right to use their uniform allowance for purposes of purchasing civilian clothes appropriate for wear in courtroom appearances and needed items for job-related duties. No employee shall be allowed to use employee's clothing allowance to purchase civilian clothes unless he is properly outfitted with a regulation uniform. Bulletproof vests will be replaced as necessary with the cost to be borne by the City, which shall be replaced at manufacturer's recommended intervals. Employees shall be provided with a Treat Level II A, or better quality, vest.

**Section 2: Income Tax.**

Employees will be responsible for paying the income on any portion of the clothing allowance determined to be taxable according to the Internal Revenue Service regulations. The City agrees to provide a list of clothing items, which can be purchased without incurring income tax liability on the amount spent on those items.

**Section 3: Equipment Return, Employee Departure.**

All employees terminated by the City for whatever reason shall return all equipment originally issued by the City to the City in reasonable condition. It is agreed that the City, in determining that the equipment is in good condition, shall take into consideration reasonable wear and tear.

**ARTICLE 24 - CALL TIME**

Any employee called to work outside of employee's regularly scheduled shift shall be paid a minimum of four (4)

hours at employee's overtime rate, whichever is applicable. Employees called in under this provision may be held over for the full four (4) hours at the discretion of the Chief or Chiefs designee. Any employee called to work outside of the employee's regularly scheduled shift shall be paid a minimum of two (2) hours at the overtime rate, provided the call-in deals with mandatory training. If the training exceeds the minimum call-in of two (2) hours, the employee will be paid according to the actual number of hours in training and at the overtime rate. The two-hour minimum provided for mandatory training shall not exceed four (4) such mandatory training programs within any contract year.

**ARTICLE 25 - TIME CLAIMS**

If any employee is not called for work for which employee is entitled under the provisions of this contract, employee shall qualify for pay upon written submission to the Chief of Police. This Article does not apply in cases of emergency. Time claims shall be filed within the time limits prescribed within the grievance article

**ARTICLE 26 - HOURS OF WORK**

**Section 1: Schedule Work Period; Overtime Payment.**

On and after July 1, 1985 the City will maintain the work schedule for commanding officers as that schedule has been determined, and has been applied, immediately prior to the aforesaid date. Application of such schedule results in a weekly schedule that will fluctuate as to the number of hours to be worked in each week. Because the workweek fluctuates as to the number of hours each week, the determination of overtime will be based on a work period consisting of twenty-eight (28) days. Any hours in excess of one hundred sixty-eight (168) worked during this 28-day period will be considered hours worked subject to a premium of one and one-half times the hourly rate, as the hourly rate and overtime premiums are defined in Article 28 of this collective bargaining agreement.

Premium pay will be paid only for hours that are actually worked, however, for the purpose of determining hours actually worked, bereavement leave time, compensatory time, and vacation time shall be treated as time actually worked; provided however, once during any contract year, during one twenty-eight day period work cycle, an employee may treat approved sick leave payments as time actually worked.

Payment of the overtime-premium pay shall be paid one week after the end of each 28-day work period, said work period to begin July 18, 1985.

**Section 2: Compensatory Time.**

Commanding Officers shall be eligible to accumulate up to four (4) days of compensatory time in any agreement year. A day is defined as twelve (12) hours. Compensatory time is defined as paid time off in the future in lieu of an immediate cash payment at the overtime rate for time worked in excess of one hundred and sixty-eight (168) hours in a twenty-eight day work cycle. The employee must request the award of future compensatory time prior to the closing of the twenty-eight day work cycle in which the overtime hours were worked. Paid compensatory time shall be at the rate of time and one half for all overtime hours, e.g. twelve hours of overtime translate into eighteen hours of paid compensatory time off. The employee may replenish used compensatory time up to the maximum amount of forty-eight hours for any agreement year. Compensatory time shall only be accumulated and used in increments of two (2) hours or more.

The employee must receive the Deputy Chiefs or the Chiefs designee prior approval before using accumulated compensatory time. All accumulated compensatory time must be used prior to June 30th of an agreement year. Unused compensatory time may not be carried over to an agreement year beginning July 1, unless such unused compensatory time resulted from the failure to obtain the requisite prior approval of the Chief or the Chiefs designee. Such unused compensatory time will be paid in the dollar equivalent of unused compensatory time prior to June 30 of an agreement

year, provided the employee has requested in writing such a monetary payment. If the employee does not wish a monetary payment, the accumulated unused compensatory time may be carried over to the agreement year beginning July 1. At all times, it is incumbent upon the employee to make a timely request for prior approval of the use of compensatory time. Three months prior to June 30th of any agreement year, the employee will be advised of their accumulated compensatory time.

**Section 3: Detective Sergeant Work Week.**

Notwithstanding what is stated herein above, the workweek schedule for the position of Detective Sergeant differs from the work period provided for herein. A Detective Sergeant's regular workweek schedule shall consist of four 10 5 hour workdays, to be performed Monday through Thursday. Any time actually worked in excess of 42 hours in a seven-day work period from 6:00 a.m. Monday to 5:59 a.m. Monday next following shall be considered overtime if the work meets the definition of "actually worked" as set forth herein above. Although a Detective Sergeant is not required to wear a uniform, in the event of a civil or natural emergency such as, but not so limited to, unruly gatherings, hurricanes or flood situations, the Detective Sergeant may be assigned to a uniformed patrol sergeant's position during the emergency; such an assignment is not to be made with the intent to deny an opportunity for overtime to those sergeants in charge of patrol officers.

**Section 4: Communications Sergeant Work Week.**

Notwithstanding what is stated herein above, the work week schedule for the position of Communications Sergeant differs from the work period provided for herein. A Communications Sergeant's regular work week schedule shall consist of four 8 5 hour workdays, to be performed Monday through Thursday, and one 8 hour work day on Friday. Any time actually worked in excess of 42 hours in a seven-day work period from 6:00 a.m. Monday to 5:59 a.m. Monday next following shall be considered overtime if the work meets the definition of "actually worked" as set forth herein above. Although a Communications Sergeant is not required to wear a uniform, in the event of a civil or natural emergency such as, but not so limited to, unruly gatherings, hurricanes or flood situations, the Communications Sergeant may be assigned to a uniformed patrol sergeant's position during the emergency; such an assignment is not to be made with the intent to deny an opportunity for overtime to those sergeants in charge of patrol officers.

**ARTICLE 27 - WAGES-SPECIAL DUTY**

**Section 1: Special Duty Pay.**

Compensation for special-duty assignments for employees in this unit hired by the department at the request of individuals or organizations for police duty shall be as follows: One and one-half times the highest hourly commanding officer's rate. In addition, if an employee in this unit is acting in a supervisory capacity, he shall receive an additional \$3.50 per hour.

**Section 2: Special Duty on Holiday.**

Special duty assignment performed on the holidays specified in this section shall be paid for double the rate specified in Section 1: New Year's Day, Thanksgiving Day, Christmas Day, and Fourth of July.

**Section 3: Eight Hours Preceding Certain Holidays**

The eight hour period immediately preceding or immediately following New Year's Day, Thanksgiving Day, Christmas Day, and the fourth of July shall be considered holidays for the purpose of computation under this Article. Duty time started within the said eight hours is paid at the premium rate for the entire special duty tour.

**ARTICLE 28 - WAGES**

Employees will receive a three and a quarter (3 25) percent wage increase July 1, 2006, a three and three

Members of the unit hired after July 1, 1981, will be required as a condition of employment with the City, to

**ARTICLE 30 - RESIDENCY**

An employee on duty at night, on vacation, or on day off who attends as a witness or in a similar capacity, or as a prosecutor in the performance of employee's duty, for or on behalf of the City of Waterville in a criminal or civil cases associated with work pending before the District Court, Superior Court, or Grand Jury hearing, or an employee of the City of Waterville Police Department who is a member of this collective bargaining unit and attends as a witness in a job-related administrative agency hearing before the District Court, Supreme Court, or Grand Jury hearing, shall be entitled to compensation at the over-time rate for every hour during which the employee was in attendance or appearance to testify. In no event shall the employee be paid less than four hours straight time pay. The employee agrees to turn over to the City any compensation received for attendance at court or administrative hearings.

**ARTICLE 29 - COURT TIME**

The Longevity awards are payable upon signing of the contract and each July 1<sup>st</sup> thereafter. Detective Sergeant and Communications Sergeant are to receive a \$500 stipend each July 1<sup>st</sup> and January 1<sup>st</sup>, in addition to the longevity stipend.

Effective Date	Regular Hourly	Overtime Rate	Weekly Wage
July 1, 2006:	\$ 1100 after 10 years of service	\$ 1600 after 15 years of service	\$ 1100 after 10 years of service
July 1, 2007:	\$ 1200 after 10 years of service	\$ 1700 after 15 years of service	\$ 1200 after 10 years of service
July 1, 2008:	\$ 1300 after 10 years of service	\$ 1800 after 15 years of service	\$ 1300 after 10 years of service
	\$ 2300 after 20 years of service		

Annual Longevity stipends will be awarded as follows:

July 1, 2006	\$22.39	\$33.59	\$ 940.38
July 1, 2007	\$23.23	\$34.85	\$ 975.66
July 1, 2008	\$24.16	\$36.24	\$1,014.72

quarter (3.75) percent wage increase on July 1, 2007, and a four (4.0) percent wage increase July 1, 2008. The new wage rates, both straight time and overtime, plus a statement of a weekly rate based on forty-two (42) hours are set forth below. The purpose of stating a weekly rate is to provide employees under this collective bargaining agreement with an amount of money that will be paid to them weekly. The dollar figure of the weekly wage payment is derived by multiplying one hundred sixty-eight (168) times the regular hourly wage rate and dividing by four. In any twenty-eight day work period, the employee must be entitled to one hundred sixty-eight (168) hours of wage payment. The statement of a weekly wage in the amount set forth below is specifically understood and agreed not to constitute a weekly guaranteed payment, nor is it a salary, for all employees are paid on the basis of a regular hourly wage rate

To insure that any internal investigation of any employee of the police department shall be conducted in a manner conducive to good order and discipline while observing and protecting the individual rights of each member of the department, the following rules of procedure are established and shall apply to all unit members:

a. As much as possible, the interview of an employee is to be conducted at a reasonable time, upon forty-eight (48) hours written notice (except in cases of emergencies) taking into consideration the working hours of the employee and the legitimate interests of the department. The employee has the right to Union representation at this interview.

b. Before any interview begins, the official conducting the interview shall advise the employee that an official investigation is being conducted. The investigating officer(s) shall inform the employee of the nature of the alleged conduct which is the subject of the interview.

c. When the employee being interviewed is the subject of the investigation, and unless in the opinion of the Chief of Police the circumstances require anonymity, the complainant shall be identified.

d. When it is known that the employee being interviewed is being interviewed as a witness only, employee shall be so informed.

e. The interview shall be conducted with a maximum amount of confidentiality.

f. The interview may not be conducted by more than two interviewers at any one time.

**Section 2: General Rules.**

There are two levels of seriousness of allegations of misconduct, which may be brought against an officer. The lesser is an allegation of violation of department policy and procedures or an allegation of a statutory infrac-tion. The more serious is an allegation of criminal conduct. Because of the significant difference of the two types of alleged violations, the two shall be reviewed and investigated differently.

**Section 1: Levels of Seriousness of Allegations.**

**ARTICLE 35 - EMPLOYEE RIGHTS CLAUSE**

If any Article or section of this Agreement or of any Supplement or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained pending a final determination as to its validity, the remainder of this Agreement and of any supplements or riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**ARTICLE 34 - SEPARABILITY AND SAVINGS CLAUSE**

It is agreed by the parties that during the term of this Agreement there will not be any strike, slowdown or lockout by or of employees.

**ARTICLE 33 - NO STRIKE-NO LOCKOUT**

The City agrees to provide a bulletin board for the posting of notices relating to Union business. The City retains the right to remove material deemed objectionable.

**ARTICLE 32 - BULLETIN BOARDS**

The City agrees to withhold from the pay of employees exercising the option to authorize such withholding for employee payments to depository institutions. It is agreed that no more than four (4) depository institutions may receive the said employee withholding payment.

**ARTICLE 31 - DIRECT DEPOSIT**

establish and maintain a residence within a 30-mile radius of the City.

g. When an employee is to be suspended from duty during an investigation, at the discretion of the City

Manager and Chief of Police, suspension will be with pay benefits depending upon the circumstances.

### Section 3: Violations of Policy and Infractions

a. The interview of an employee suspected of violating departmental rules and regulations shall be limited to

questions which are related to the employee's involvement in the alleged violation.

b. Results of an investigation of alleged departmental violations shall be incorporated into a final report. A copy

of the final report will be given to the employee and placed in the employee's personnel file. The employee shall have the

right to respond to said report.

c. All investigations shall be conducted without unreasonable delay. The employee shall be advised of the final

outcome of the investigation within thirty-(30) calendar days of the interview. If for any reason the investigation cannot

be conducted within the time limit, the employee being investigated shall be given an explanation of the delay and be

advised of the outcome of within ten (10) calendar days of the completion of the investigation.

### Section 4: Allegations Of Criminal Conduct

a. Any employee being investigated for a criminal offense shall have all the rights and privileges afforded any

person who is the subject of such criminal investigation.

b. Any and all investigations shall be conducted without unreasonable delay. Unless for reasons of confidentiali-

ally, the employee shall be advised of the final outcome of the investigation within ten (10) calendar days of the

completion of the investigation.

c. Results of an investigation of alleged criminal conduct shall be incorporated into a final report. A copy of the

final report will be given to the employee and placed in the employee's personnel file. The employee shall have the right

to respond to said report.

### Section 5: Complaints by Public

a. When a person makes a complaint about the action or conduct of an employee, the following process will be

followed in addition to stipulations of Sections 1 through 4.

1. The person will inform the Deputy Chief that a complaint is being made about a commanding

officer. An attempt will be made to resolve the problem at this level.

2. If the problem cannot be resolved by the Deputy Chief, the matter will be taken up with the Chief of

Police. All complaints not resolved by the Deputy Chief will be reduced to writing and shall be in the form of a signed

statement. The person making the complaint shall be advised of the consequences of making a false statement.

b. Unless for reasons of confidentiality as determined by the Chief, the employee involved will receive a copy of

the complaint and accusations made. Within three working days of receipt, employee shall respond to the allegations in

writing if directed by the Chief. A copy of the employee's response shall be included in the final report.

c. The Chief of Police will decide what actions will be taken after reviewing the reports.

d. Complaints from juveniles may be received without presence of guardian, but the guardian shall be notified

before action is taken upon the juvenile's complaint except in matters of an emancipated juvenile.

e. The City reserves the right to refer criminal investigations to the Attorney General's office.

## ARTICLE 36 - CERTIFICATE OF FITNESS

### Section 1: Reasons for Obtaining Certificate

Each employee being recalled from layoff, returning to work from a major injury or illness, or returning to work from a major on-the-job illness or injury, shall be required to obtain from the employees physician a certificate of fitness before returning to work to the effect that the employee can perform the duties of the employees position. If the City disagrees with the employee's physician, the City may require the employee to submit to an examination by the City physician. Should the City physician not certify the employee as fit, the employee may consult employee's own physician. Should the City physician and the employee's personal physician disagree, the matter of the employee's ability to work will be put to a third physician to be mutually agreed upon by the parties. Agreement as to the identity of the third physician shall not be unreasonably withheld. The third physician's decision as to the employee's ability to return to work shall be final and binding. Should any employee be found not able to return to work, the employee shall be allowed to continue to draw sick leave benefits and/or Workers' Compensation until eligibility for such benefits ceases. Subsequently, any employee shall be kept on the City's seniority list without pay until such time as he is either able to return to work or retire.

**ARTICLE 37 - MANAGEMENT RIGHTS**

The Union recognizes that the City has the authority to manage and direct, on behalf of the public all the operations and activities of the police department, except as otherwise specifically provided for in this agreement.

**ARTICLE 38 - PHYSICAL FITNESS PROGRAM**

The parties renew their commitment to renegotiate the program as outlined in the letter dated March 28, 1996, to Ken Eaton.

In recognition of the importance of physical fitness in the general health and well being of police officers and in consideration of the relationship between good health and effective, efficient police service, the following physical fitness/weight loss program is instituted.

1. PHYSICAL EXAMINATIONS: All officers will receive a thorough physical examination by a qualified physician designated by the City (other than the City physician) and at the city's expense. Compensation for the physical and travel time will be at time and one-half.

2. PHYSICAL FITNESS EVALUATIONS AND CRITERIA: For all officers there will be a required physical fitness evaluation a maximum of three times per contract year. Maine General with the approval of the Medical Director may determine that less than three evaluations per contract year are needed for any or all officers. The categories of fitness and performance standards will be determined by Maine General with the approval of the Medical Director and will be tailored to the individual officer's needs.

3. PARTICIPATION OF PRESENT OFFICERS: Participation in the physical fitness evaluations is required but the failure of any officer to achieve any particular level of performance will NOT be grounds for any discipline or censure. However, any officer failing to participate in good faith in a physical fitness evaluation without a valid excuse will be subject to discipline, pursuant to Article 14 of the contract. An officer will not be evaluated during employee's vacation. Each Commanding Officer will be able to pick from the available dates for the physical fitness evaluation and physical examination. A Commanding Officer will not be evaluated during employee's workweek unless none of the dates are available.

4. PARTICIPATION OF "NEW HIRES": Officers hired after August 1, 1983, will be required to maintain a rating of "adequate" or better on the physical evaluations and an acceptable weight level as determined by percent body fat. The discipline procedure for employees hired subsequent to August 1, 1983, is outlined at the end of this Article.

5. EVALUATION TIME: Officers will be paid at time and one-half for actual time spent in the physical evaluations. It is agreed that the officers are covered by Workers' Compensation while participating in the physical fitness evaluations.

6. TRAINING TIME: Officers are encouraged, although not required, to follow the individualized fitness program developed by Maine General but are not to be compensated for such training. The determination of whether an officer injured in such a training program is entitled to workers' compensation coverage, if disputed, should ultimately be determined by the Workers' Compensation Commission.

7. DIETING: Officers will receive guidance in proper nutrition and eating habits.

8. MEDICAL DIRECTOR: The medical director of the program will be a cardiologist and the fitness evaluator will conduct the physical evaluations. If the City decides to change medical directors or replace the fitness evaluator with another entity, to ensure confidence and continuity in the program, it is agreed to discuss replacements with the Union before the City makes its decision.

9. MEDICAL CONSENT: Each employee agrees to sign the Medical Consent Form attached as Exhibit B.

PROGRAM FOR OFFICERS HIRED AFTER AUGUST 1, 1983

All officers hired subsequent to August 1, 1983, will be required to maintain a cumulative rating of "adequate" or better on the performance standards attached (See Exhibit C) and shall be required to maintain an acceptable level of body fat (less than 24% for men and less than 30% for women). If the Maine General determines that these standards are too difficult, it may relax one or more of the standards. Any officer hired after August 1, 1983 who fails to achieve both an "adequate" level or better on a physical fitness evaluation and an acceptable weight level, shall be subject to the pre-discipline procedure outlined below:

PRE-DISCIPLINE

1. The officer is advised orally of the need to improve and invited to discuss the situation.

2. If the officer has improved significantly, but not enough the officer is advised orally with written confirmation of the areas in which the officer needs to improve. If the officer has not improved significantly, he proceeds to Step 1 below.

DISCIPLINE

Step 1. A written warning (reprimand) indicating the officer will be suspended the next time is given. The officer will be required to meet with employee's supervisor to discuss the situation.

Step 2. If the officer does not achieve a rating of adequate or better and an acceptable weight level by the next evaluation, the officer will be suspended for ten (10) calendar days.

Step 3. If the officer has not complied by the evaluation following Step 2, the officer will be suspended for 30 calendar days.

Step 4. If the officer has not complied by the evaluation following Step 3, the officer will be discharged.

If an officer subject to one of the discipline steps above, achieves a rating of adequate on the physical evaluation and an acceptable weight level, but does not achieve both on the next evaluation, the officer will be disciplined at the Step officer was at previously.

10. FIT FOR DUTY INCENTIVE: Any officer that receives scores of "Excellent" on three out of the four sections of the fitness exam, with one being the fit for duty exam, and the fourth section with a score of "Adequate" or better, will receive one (1) day off with pay. One day only per calendar year will be granted regardless of results on more than one fitness exam. The day must be used within the fiscal year it is awarded, and must have prior approval from the Department Head or designee before use. In order to receive the day off, the employee must also pass the body fat test.

11. EQUIPMENT FOR TESTING: Any equipment that is damaged during the course of the fitness exams will be the responsibility of the City.

**ARTICLE 39 - PERSONNEL FILES**

**Section 1: Official Files.**

An employee's official personnel file shall be maintained by the Human Resources Officer.

**Section 2: Inspection of Files.**

An employee shall be permitted to inspect all materials in their personnel file in the Human Resources office.

The employee may obtain copies of any materials during the normal working hours and at the normal charge for copies.

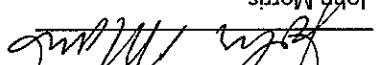
that are to any taxpayer.

**ARTICLE 40 - DURATION OF AGREEMENT**

This Agreement will be effective as of July 1, 2006, and govern the rights and obligations of the parties from that date until and including June 30, 2009.

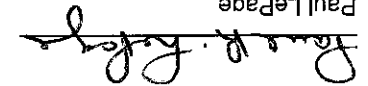
IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of September 2006.

CITY OF WATERVILLE, MAINE



John Morris

Police Chief



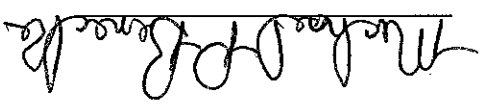
Paul LePage

Mayor

FOR THE UNION

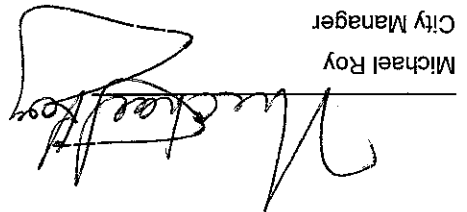
Daniel Fekkel

Maine Association of Police



Mike Benecke

Shop Steward



Michael Roy

City Manager



**APPENDIX B: CONSENT TO RELEASE MEDICAL INFORMATION**

CONSENT TO RELEASE OF MEDICAL INFORMATION

I, \_\_\_\_\_, hereby give my consent to the release of the results of physical evaluations and the release of medical information pertaining to my ability to perform the physical fitness evaluations to the City Manager and Chief of Police

I do not consent to the release of any other medical information to anyone.

\_\_\_\_\_ Dated \_\_\_\_\_

**APPENDIX C: PHYSICAL FITNESS STANDARDS**

**POINT RANGE FOR VARIOUS FITNESS LEVEL CATEGORIES**

Under 30	Excellent	91.5 to 100	Good	80.5 to 91.4	Adequate	71.4 to 80.4	Poor	Below 71.4
30 – 39	Excellent	91.5 to 100	Good	80.5 to 91.4	Adequate	70 to 80.4	Poor	Below 70
40 – 49	Excellent	91 to 100	Good	79 to 90.9	Adequate	67.5 to 78.9	Poor	Below 67.5
50+	Excellent	91 to 100	Good	79.5 to 90	Adequate	68.5 to 79.4	Poor	Below 68.5

FIT FOR DUTY EXAM

ASSESSMENT TEST AND STANDARDS

MALE & FEMALE

"Pursuit and Subdue"

Starting Position: From a seated position in the driver's seat of a police car, participant dressed in full police gear including a gun belt and vest

Procedure:

- a) Opens the car door and exits the vehicle on the whistle
- b) Runs 95 yards
- c) Weaves through 9 traffic cones placed 20 feet apart, and turns around the far 2 cones. (Participants knocking down a cone receive a 3-second penalty for each cone knocked down. The 3-second penalty for knocking down a cone simulates the delay an officer would experience as a result of running into an obstacle during a pursuit without making the obstacle dangerously large and bulky. Participants failing to turn around any cone in the scenario will receive a 5-second penalty for each cone missed.

- d) Runs 105 yards.
- e) Climbs/avoids a 5-foot solid-face wooden wall, and turns around the cones. (A 2-ft. x 2-ft. x 2-ft. wooden box placed 10 feet from the edge of the wall may be used by participants unable to surmount the wall. The intent here is to recognize that an officer in pursuit will not quit due to a temporarily impassable object and that the officer will look for a way to get over the wall using a garbage can, a bicycle, or a box, realizing that doing so will require additional time.)

- f) Runs 105 yards.
- g) Jumps a 4-foot horizontal "ditch" and turns around the cones. (Participants unable to clear the ditch receive a 5-second penalty. The penalty for failure to clear the ditch simulates the time it would take an officer to recover his/her footing and climb out of the ditch if the running leap failed

- h) Runs 55 yards, crawls under 2 – 2 ft high traffic barricades placed 3-ft. apart and runs 55 yards

- i) Rolls 160 lb. Dummy on to front side
- j) Grabs dummy's hands and crosses them behind dummy's back to simulated cuffing – finish position
- k) Dry fire handgun 5 times per hand

Required Equipment:

- a. 440- yard course
- b. 1 police car
- c. 12-lb. Standardized duty belt with equipment
- d. Protective vest
- e. 19 traffic cones
- f. 5-ft. solid-face wooden wall (5 feet high, 8 feet wide, and 8 inches deep).
- g. 2-ft. x 2-ft. x 2-ft. wooden box
- h. 2 each 2-ft. high traffic barricades
- i. "Cuffable" 160-lb. Dummy
- j. Handgun

Ratings (Male & Female)

EXCELLENT < 2:10 minutes 100 Score

GOOD

2:11 – 2:20 minutes 95  
2:21 – 2:30 minutes 90  
2:31 – 2:40 minutes 85

ADEQUATE

2:41 – 2:50 minutes 80  
2:51 – 3:00 minutes 75  
3:01 – 3:10 minutes 70

POOR

> 3:10 minutes 60

UPPER BODY STRENGTH  
PUSH UPS  
MALES

Age Group	Performance Level	Reps	Score			
Under 30	EXCELLENT	43	100			
		42	98			
		41	96			
		40	94			
		39	92			
		38	91			
		37	90			
	GOOD	36	88			
		35	86			
		34	84			
		33	82			
		32	81			
		31	80			
		30 - 39	EXCELLENT	37	100	
36	98					
35	96					
34	94					
33	92					
31	91					
30	89					
GOOD	29		86			
	28		84			
	27		82			
	26		80			
	40 - 49		EXCELLENT	28	100	
				27	97	
				26	94	
25		91				
24		88				
23		84				
22		80				
GOOD		21	76			
		50+	EXCELLENT	23	100	
				22	97	
				21	94	
				20	91	
				GOOD	18	88
					17	84
16	80					
15	76					
Adequate	Adequate		14		72	
			13		68	
			12		64	
			Poor	10	50	
				9	47	
				8	45	
		Adequate		Adequate	20	72
	19				68	
	18				64	
	17				60	
	Poor		16		56	
			15		52	
			14		48	
			Adequate	Adequate	21	63
20					60	
19					57	
Poor					21	63
	20				60	
	19				57	
	Adequate				Adequate	22
		23		69		
		24		72		
		25		75		
29		88				
30		90				
31		91				
Adequate		Adequate		24	68	
			23	64		
			22	60		
			Poor	16	56	
				15	52	
				14	48	
				Adequate	Adequate	24
	23	66				
	22	64				
	21	63				
	20	60				
	19	57				
	18	56				
	Poor	16	56			
15		52				
14		48				
Adequate		Adequate	24		68	
			23		66	
			22		64	
			21		63	
	20		60			
	19		57			
	18		56			
	Poor	16	56			
		15	52			
		14	48			
		Adequate	Adequate	24	68	
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19	57					
18	56					
Poor	16		56			
	15		52			
	14		48			
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19		57				
18		56				
Poor		16	56			
		15	52			
		14	48			
		Adequate	Adequate	24	68	
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				21	63	
20	60					
19	57					
18	56					
Poor	16		56			
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	14		48			
	Adequate		Adequate	24	68	
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19		57				
18		56				
Poor		16	56			
		15	52			
		14	48			
		Adequate	Adequate	24	68	
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				21	63	
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Poor	16		56			
	15		52			
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Poor		16	56			
		15	52			
		14	48			
		Adequate	Adequate	24	68	
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Poor	16		56			
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Poor		16	56			
		15	52			
		14	48			
		Adequate	Adequate	24	68	
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Poor	16		56			
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19		57				
18		56				
Poor		16	56			
		15	52			
		14	48			
		Adequate	Adequate	24	68	
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Poor	16		56			
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Poor		16	56			
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		Adequate	Adequate	24	68	
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Poor	16		56			
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Poor	16		56			
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Poor		16	56			
		15	52			
		14	48			
		Adequate	Adequate	24	68	
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				21	63	
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Poor	16		56			
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				21	63	
20		60				
19		57				
18		56				
Poor		16	56			
		15	52			
		14	48			
		Adequate	Adequate	24	68	
				23	66	
				22	64	
				21	63	
20	60					
19	57					
18	56					
Poor	16		56			
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	Adequate		Adequate	24	68	
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				21	63	
20		60				
19		57				
18		56				
Poor		16	56			
		15	52			
		14	48			
		Adequate	Adequate	24	68	
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				22	64	
				21	63	
20	60					
19	57					
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Poor	16		56			
	15		52			
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	Adequate		Adequate	24	68	
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				22	64	
				21	63	
20		60				
19		57				
18		56				
Poor		16	56			
		15	52			
		14	48			
		Adequate	Adequate	24	68	
				23	66	
				22	64	
				21	63	
20	60					
19	57					
18	56					
Poor	16		56			
	15		52			
	14		48			
	Adequate		Adequate	24	68	
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				22	64	
				21	63	
20		60				
19		57				
18		56				
Poor		16	56			
		15	52			
		14	48			
		Adequate	Adequate	24	68	
				23	66	
				22	64	
				21	63	
20	60					
19	57					
18	56					
Poor	16		56			
	15		52			
	14		48			
	Adequate		Adequate	24	68	
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				22	64	
				21	63	
20		60				
19		57				
18		56				
Poor		16	56			
		15	52			
		14	48			
		Adequate	Adequate	24	68	
				23	66	
				22	64	
				21	63	
20	60					
19	57					
18	56					
Poor	16		56			
	15		52			
	14		48			
	Adequate		Adequate	24	68	
				23	66	
				22	64	
				21	63	
20		60				
19		57				
18		56				
Poor		16	56			
		15	52			
		14	48			
		Adequate	Adequate	24	68	
				23	66	
				22	64	
				21	63	
20	60					
19	57					
18	56					
Poor	16		56			
	15		52			
	14		48			
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				21	63	
20		60				
19		57				
18		56				
Poor		16	56			
		15	52			
		14	48			
		Adequate	Adequate	24	68	
				23	66	
				22	64	
				21	63	
20	60					
19	57					
18	56					
Poor	16		56			
	15		52			
	14		48			
	Adequate		Adequate	24	68	
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				22	64	
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20		60				
19		57				
18		56				
Poor		16	56			
		15	52			
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		Adequate	Adequate	24	68	
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19	57					
18	56					
Poor	16		56			
	15		52			
	14		48			
	Adequate		Adequate	24	68	
				23	66	
				22	64	
				21	63	
20		60				
19		57				
18		56				
Poor		16	56			
		15	52			
		14	48			
		Adequate	Adequate	24	68	
				23	66	
				22	64	
				21	63	
20	60					
19	57					
18	56					
Poor	1					

UPPER BODY STRENGTH

PUSH UPS

FEMALES

Age Group	Performance Level	Reps	Score	
Under 30	EXCELLENT	32	100	
		31	98	
		30	96	
	GOOD	29	94	
		28	92	
		27	91	
	ADEQUATE	26	90	
		25	88	
		24	86	
	POOR	23	84	
		22	82	
		21	81	
30 - 39	EXCELLENT	28	100	
		27	98	
		26	96	
	GOOD	25	94	
		24	93	
		23	92	
	ADEQUATE	22	89	
		21	86	
		20	84	
	POOR	19	82	
		18	80	
		17	80	
40 - 49	EXCELLENT	21	100	
		20	97	
		19	94	
	GOOD	18	88	
		17	84	
		16	84	
	ADEQUATE	15	80	
		14	76	
		13	76	
	POOR	12	64	
		11	64	
		10	60	
50+	EXCELLENT	17	100	
		16	97	
		15	94	
	GOOD	14	88	
		13	84	
		12	84	
	ADEQUATE	11	80	
		10	76	
		9	72	
	POOR	8	68	
		7	64	
		6	50	
Method:	1. Toes and nose touch floor	14	70	
		13	68	
		12	63	
	2. Hands shoulder width apart	11	60	
		10	57	
		9	56	
	3. Straight body	8	52	
		7	48	
		6	44	
			4	45

UPPER BODY STRENGTH

SIT UPS

MALES & FEMALES

Age Group	Performance Level	Reps	Score	
Under 30	EXCELLENT	50	100	
		49	98	
		48	96	
		47	94	
		46	92	
	GOOD	45	90	
		44	88	
		43	86	
		42	84	
		41	82	
	ADEQUATE	40	80	
		39	78	
		38	76	
		37	74	
		36	72	
30 - 39	EXCELLENT	45	100	
		44	98	
		43	96	
		42	94	
		41	92	
	GOOD	40	90	
		39	88	
		38	86	
		37	84	
		36	82	
	ADEQUATE	35	80	
		34	78	
		33	76	
		32	74	
		31	72	
40 - 49	EXCELLENT	44	100	
		43	98	
		42	96	
		41	94	
		40	90	
	GOOD	39	87	
		29	84	
		28	81	
		27	78	
		26	76	
	ADEQUATE	25	75	
		24	72	
		23	69	
		22	66	
		21	63	
50+	EXCELLENT	31	100	
		30	98	
		29	96	
		28	94	
		27	90	
	GOOD	26	88	
		25	85	
		24	83	
		23	82	
		22	80	
	ADEQUATE	21	76	
		20	72	
		19	69	
		18	66	
		17	63	
POOR	POOR	17	63	
		16	60	
		15	57	
		14	54	
		13	50	
	Method of Test:	POOR	21	63
			20	60
			19	57
			18	54
			17	51
			16	49
			24	58
			25	60
			26	62
			27	64
POOR	POOR	28	66	
		29	68	
		30	70	
		23	56	
		22	54	
		21	52	
POOR	POOR	28	56	
		29	58	
		30	60	
		31	62	
		32	64	
		33	66	
POOR	POOR	27	64	
		28	66	
		29	68	
		30	70	
		31	72	
		32	74	
POOR	POOR	27	64	
		28	66	
		29	68	
		30	70	
		31	72	
		32	74	
POOR	POOR	27	64	
		28	66	
		29	68	
		30	70	
		31	72	
		32	74	
POOR	POOR	27	64	
		28	66	
		29	68	
		30	70	
		31	72	
		32	74	
POOR	POOR	27	64	
		28	66	
		29	68	
		30	70	
		31	72	
		32	74	
POOR	POOR	27	64	
		28	66	
		29	68	
		30	70	
		31	72	
		32	74	
POOR	POOR	27	64	
		28	66	
		29	68	
		30	70	
		31	72	
		32	74	
POOR	POOR	27	64	
		28	66	
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FLEXIBILITY  
TRUNK FLEXION  
MALES & FEMALES

Points

Distance Covered  
EXCELLENT

100

25

98

24

95

23

91

22

GOOD

89

21

85

20

81

19

80

18

ADEQUATE

78

17

75

16

71

15

POOR

69

14

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13

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12

61

11

59

10

57

9

**APPENDIX D: LETTER OF INTENT**

It is the goal of the City to eventually have a police department where all members meet a certain minimum fitness level. Eventually, the members of the department who are required as a condition of employment to maintain a minimum level of fitness will outnumber those employees who have been largely "grandfathered" from the requirements of the program.

It is the intent of the City that the employees of the police department as of March 1, 1984 will continue to be "grandfathered" to the extent outlined in the contract as long as they are employees of the police department

Dated 3/30/84

William A Lee  
City Solicitor

**EXHIBIT A**

No. of Hours of Accumulated Sick Leave	No. of Days of Accumulated Sick Leave
Benecke, Mike	54 00
Gould, John	985 75
Shepherd, Joseph	1175 50

