COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF LEWISTON

AND

MAINE ASSOCIATION OF POLICE

July 1, 2014 to June 30, 2017

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. All employees who work 39.67 hours per week shall work a 40 hour week beginning January 1, 2013 and shall agree that the "donning and doffing" of all uniforms, equipment and gear shall be incorporated into the work week schedule.

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, , 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. 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. It is understood that Youth Aide Detectives are hereby added to the on-call list and will share equally in working nights and on-call with the C.I.D. Detectives. 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.

NOTE: A Side Agreement was reached on 5/1/12 between the City and the Union to address the Corporal staffing requirements noted in Section 2(c) above. The following language reflects the entirety of that Agreement:

(d). At the discretion of the Chief, the current two (2) Corporals who are in special assignments outside of the Patrol Division will continue in those assignments;

(e). Two additional Corporal positions will be established and filled through the standard promotional process, increasing the number of Corporals to eight (8) on a temporary basis;

(f) As any of the eight (8) Corporal positions are vacated for any reason, they will not be filled until the number of such positions has been reduced to six (6); provided that *five* of the six corporal assignments remain in patrol.

(g) Once the number of Corporal positions has returned to six and at least one of the two Corporals currently on special assignment is no longer so assigned, at least five (5) Corporals will be assigned to the Patrol Division at all times;

(h) Any Corporal on special assignment within the Patrol Division shall be counted toward the required number of Corporals assigned to Patrol;

(i)_Once the condition in Section 2(h) has been met, the Chief will continue to have the authority to consider Corporals for special non-patrol assignments so long as no more than one (1) Corporal is so assigned at any one time;

(j) In the event that a Corporal assigned to patrol applies for a special assignment outside of the Patrol Division at a time when another Corporal holds such a special assignment, that Corporal will not be considered for the available special assignment; unless the candidate chooses to agree to give up the Corporal position if selected for the assignment.

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**

I. 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.

II. 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.

III. **(Side Agreement – June 18, 1999) The K-9 hours of work will consist of working a seven hour day with compensation for the full eight hours. The extra hour will account for maintenance of the K-9 on a daily basis. Through mutual agreement, the involved officers will report to work one hour late. Additionally, the K-9 officers will be compensated for an additional eight hours per month for daily maintenance of the dogs during their scheduled days off.**

The K-9 officers will attend two days of in-service training per month to maintain certification andthe integrity of the handler/dog relationship. The officers assigned to this unit will have a flexible working schedule to allow for day and/or night time training, demonstrations or other events deemed appropriate for unit participation.

During normal operations, however, one team will be assigned to the Day Watch and the other to the Night Watch.

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. Credit time shall increase to eight (8) hours for each rotation commencing with the shift change in May 2014. 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.

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. CID Assignments

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. 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.

(Undated Side Agreement)--Officers assigned to the Community Resource Team shall absent themselves from work on the following holidays: Thanksgiving, Christmas, New Years, Patriots Day and Labor Day. Members of this team may have the option of working or taking off the remaining holidays.

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. Monthly Accrual – Family Care – Workers Comp

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 up to twelve (12) days of sick leave per year for the care of a spouse, parents, step-parents, and/or sick child provided the

Employee has the available sick leave. Sick leave shall be earned by an Employee for any month in which the Employee is compensated for at least ten (10) days. After 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. Retirement Payout

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 up to 80 days accumulated unused sick leave. Effective July 1, 2013, Employee shall receive an amount equal to his/her salary at the time of retirement for up to 87.5 days of accumulated unused sick leave.

Section 3. Rate of Pay

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. Notification

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. Partial Shift

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. Personal Days

Employee may convert two (2) days of sick leave per calendar year for personal leave purposes. Employee must possess no less than fifteen (15) days of sick leave at the time of the request. All personal leave requests will require no less than two (2) hours notice to the Employee's supervisor. Failure to provide adequate notice may result in a denial of the personal leave request.

Section7. Sick Leave Incentive

Effective upon the contract signing date and as an incentive to conserve sick leave, the City agrees to reimburse Employees in accordance with the following:

- Payment under this plan will be the equivalent of one work week's regular pay (40 hours) per year which will be used to calculate payment under this revised sick leave incentive plan.
- The conversion of two (2) sick days to personal days listed in Section 6 shall not be qualify as sick leave utilization for purposes of this incentive program.
- All Employees who have not utilized sick leave since January 1, 2016 shall be paid the differential available under this new plan for all payments made under the old plan.
- All other Employees who currently have uninterrupted work days without sick leave use shall be credited the time (not already paid through the sick leave incentive plan in effect in the prior contract).
- Employees earning a sick leave incentive may request to convert the earned incentive towards vacation or compensation time in lieu of a cash payment. The conversion ~~of~~ to vacation or compensation hours is based on the 40 hour work week percentages listed below.
- Incentive payments are to be paid at the Employee's pro-rated hourly wage based on a monthly percentage rate beginning at the third consecutive month of non-sick leave use accordance with the schedule listed below:

3 consecutive months of no sick leave 15% of their regular weekly salary or 6 vac/comp hours
4 consecutive months of no sick leave 20% of their regular weekly salary or 8 vac/comp hours
5 consecutive months of no sick leave 30% of their regular weekly salary or 12 vac/comp hours
6 consecutive months of no sick leave 40% of their regular weekly salary or 16 vac/comp hours
7 consecutive months of no sick leave 50% of their regular weekly salary or 20 vac/comp hours
8 consecutive months of no sick leave 60% of their regular weekly salary or 24 vac/comp hours
9 consecutive months of no sick leave 70% of their regular weekly salary or 28 vac/comp hours
10 consecutive months of no sick leave 80% of their regular weekly salary or 32 vac/comp hours
11 consecutive months of no sick leave 90% of their regular weekly salary or 36 vac/comp hours
12 consecutive months of no sick leave 100% of their regular weekly salary or 40 vac/comp hours

Payments over one sick leave incentive year shall only be issued upon the break of consecutive non-sick leave usage. Use of no less than one (1) day of applicable sick leave (or additional consecutive days of sick leave use) shall cause the employee to renew his/her sick leave incentive year. Sick leave incentive eligibility shall restart on the next calendar day following the last day of sick leave or shall begin no later than the next calendar day following twelve (12) consecutive months of non-sick leave use.

Employees meeting this criteria must submit their written request for said reimbursement.
It is understood that sick leave used in conjunction with receiving Workers' Compensation benefits shall not be considered sick leave solely for the purpose of receiving the sick leave incentive.

Section 8. RHS Contributions

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

All deposits made in July 2012, utilizing March 1, 2012 eligible accumulated sick leave, shall be based on the following schedule:

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
More than 401 hours, 24 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. Workers Compensation

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. Fifty-Two Week Disability

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 Definition

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. Pay Differential

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. Seniority List

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. Work Force & Vacations

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

Section 3. Permanent Appointment

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. Absence from Employment

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. All payments for FY15-16-17 shall be paid in accordance with the effective dates listed in the table below:

7/1/2013	Entry	1+yr	2+yrs	3+yrs	5+yrs	8+yrs	11+yrs	14+yrs
COLA 1.5%	16.68	17.76	18.86	19.94	21.33	22.69	24.06	25.42

1/1/2015	FY15	ENTRY	1+yr	2+yrs	3+yrs	5+yrs	8+yrs		11+yrs	14+yrs
WAGE		$ 16.93	$ 18.03	$ 19.14	$ 20.24	$ 21.65	$ 23.03		$ 24.42	$ 25.80
COLA		1.50%	1.50%	1.50%	1.50%	1.50%	1.50%		1.50%	1.50%

7/1/2015	FY16	ENTRY	1+yr	2+yrs	3+yrs	5+yrs	8+yrs		11+yrs	14+yrs
WAGE		$ 17.18	$ 18.30	$ 19.43	$ 20.54	$ 21.97	$ 23.38		$ 24.79	$ 26.19
COLA		1.50%	1.50%	1.50%	1.50%	1.50%	1.50%		1.50%	1.50%

1/1/2016	FY16	ENTRY+		2+yrs	3+yrs	5+yrs	8+yrs		11+yrs	14+yrs
WAGE		$ 18.92		$ 19.43	$ 20.54	$ 21.97	$ 23.38		$ 24.79	$ 26.19
COLA		10.1%		0.0%	0.0%	0.0%	0.0%		0.0%	0.0%

7/1/2016	FY17	ENTRY+		2+yrs	3+yrs	5+yrs	8+yrs	10+yrs		14+yrs
WAGE		$ 19.30		$ 19.82	$ 20.95	$ 22.41	$ 23.84	$ 25.28		$ 26.97
COLA		2.0%		2.0%	2.0%	2.0%	2.0%	6.0%		3.0%

6/30/2017	FY17	ENTRY+		2+yrs	3+yrs	5+yrs	8+yrs	10+yrs		14+yrs
WAGE		$ 19.30		$ 20.21	$ 20.95	$ 22.41	$ 23.84	$ 25.28		$ 27.19
COLA		0.0%		2.0%	0.0%	0.0%	0.0%	0.0%		0.8%

Effective January 1, 2013, Patrol Division shall be paid for a 40 hour 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. Payment Rate

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. Two-Hour Minimum

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. Reporting Late

(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. Extra Job List

(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. Ineligibillity

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 nine (9)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 or on a personal day 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 before, during or 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. Workers Compensation

The City of Lewiston (Police Department) shall provide Workers' Compensation to its Employees.

Section 2. Retirement

1. Maine Public Employees Retirement System

(a) All Police Officers who are members of the Maine Public Employees Retirement System (MePERS) 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 MePERS Consolidated Plan, Special Plan 2.

2. In-Service Retirement Program

Effective upon signing of contract, the following conditions must be met for an employee to be eligible for the In-Service Retirement Program (the "Program):

(a) Employee must have a minimum of 25 years of MePERS service but no more than 28 years, 245 days of MePERS service (the "eligibility" period) to be eligible for the Program;

(b) Employee must agree to retire during his/her eligibility period, collect his/her MePERS retirement benefit, cash out all allowed accrued time, be immediately rehired, and agree to fully and finally separate from the Lewiston Police Department no later than 60 months following his/her MePERS 25th anniversary date;.

(c) All applications shall require Employee to provide no less than 120 days written notice prior to eligibility date and must have no more than 28 years, 245 days of MePERS service on the application date.

(d) Employee shall be required to serve a minimum of 12 consecutive months during period of Program employment.

(e) Employee's failure to satisfy the minimum 12 consecutive months of employment requirement shall permit the Employer to recover all benefits that exceed the Employee's period of employment.

(f) Other Program conditions~~:~~

- Shall be paid at 80% of the regular hourly rate of pay received on the last day of employment prior to retirement.
- Shall retain seniority but shall not be eligible for steps or promotion.
- Shall no longer be MePERS eligible.
- Shall be SocialSecurity eligible.
- Shall be provided a 457K deferred compensation program, and City shall match the Employee's contribution, not to exceed 6% of earnable compensation and limited by the maximum contribution allowed by law (i.e., should the combination of the employees contribution and the match provided by the City exceed the maximum annual contribution, the City's match shall be reduced to cap the total at the maximum annual contribution).
- Shall receive 25 non-accruing personal days annually in place of vacation/sick time, subject to fulfilling the 12 month employment requirement.
- Shall comply with collective bargaining agreement notice provisions for use of personal days for sick time or vacation time.

(g) All other applicable collective bargaining and Personnel Policy provisions shall apply.

SPECIAL EXCEPTION--SHALL APPLY ONLY FOR THOSE EMPLOYEES ~~EMPLOYED AND~~ WHO ARE MEPERS ELIGIBLE FOR RETIREMENT EFFECTIVE UPON CONTRACT SIGNING DATE OF THIS CONTRACT:

On the effective signing date of this contract, all Employees that immediately meet or exceed the MePERS retirement eligibility requirements shall be eligible for the full 60 month period under the In-Service Retirement Program and be subject to all other Program conditions if they meet the following restriction: Employee must submit notice of retirement within 60 days of the signing date of this contract to preserve the entire 60 month Program period. Failure to submit the 60-day notice shall ~~result in~~ require the Employee to meet all eligibility requirements of this Section.

3. Retirement Stipend

Effective upon signing date of this contract, Employees who are eligible for MePERS defined retirement and provides written notice received by the Police Chief within 90 days of eligible retirement, shall receive $750 on date of separation.

Section 3. Health Insurance Standard Offer

Effective upon signing of contract and the Employer's implementation of all administrative requirements, the Employer shall make available the Maine Municipal Employees Health Trust (MMEHT) Preferred Provider Organization (PPO) 500 or comparable plan providing substantially similar coverage's and deductibles (single, Employee-child, Employee-spouse and family plan) to eligible Employees. Newly hired Employees will be eligible for this insurance on the first (1st) day of the month following the month they begin work for the City. Employees will pay a portion of the annual premium for the PPO 500 (single, Employee-child, Employee-spouse and family plan). Employee contributions for the PPO 500 plan will be reduced in accordance to the Wellness Program schedule outlined in Appendix B.

Employees wishing to participate in the MMEHT Point of Service (POS) Plan may do so by paying the difference between the city's premium contribution for PPO 500 and the total monthly cost for the POS Plan. The Employer reserves the right to convert said PPO 500 or POS C coverage to another carrier or other plan, which provides substantially equal or better coverage. When considering the equal or better coverage, the parties must include the PPO 500 Health Reimbursement Account in the comparison.

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 upon signing of the contract, the City will contribute $200 in the Medical Spending Account for Employees who are participating in the Wellness Program.

Section 6. Health Reimbursement Arrangement

Effective upon the City's implementation of the PPO 500 health insurance plan and for Employees enrolled in the MMEHT PPO 500 health insurance plan, the Employer shall contribute funds to the employee's IRS Code Section 105/213 Health Reimbursement Arrangement (HRA) for those items identified in the list of Qualified Medical Exemptions as stated in the City approved HRA plan administered by Group Dynamics (or any company contracted by the City to administer HRA payments) in accordance with the following annual schedule: PPO 500 Single Plan: $1,000; Family, Employee-spouse and Employee-Child plans: $2,000.

Section 7. Wellness and Health Care Management System Program

Applicable health insurance premium credits reducing the Maximum Employee's Health Insurance Premium payment may be achieved through the voluntary participation in the Appendix B Wellness and Health Care Management System Program.

Section 8. Employee Health Insurance Premium Payment

A. **Effective upon signing of contract and the Employer's implementation of all administrative requirements**, all Employees hired before 9/1/07 shall contribute no more than the Maximum Health Insurance Premium (MxHIP) payment of twenty-five percent (25%) and employees hired on or after 9/1/07 shall contribute no more than thirty percent (30%) for their share of the monthly premium costs for the MMEHT PPO 500 coverage in accordance with the weekly caps reflected in Table 1 below.

NOTE: Employees shall remain in the POS C plan and pay the Maximum Health Insurance Premium payment of 25% (which can be reduced to a minimum of 10% through Wellness Program participation) until such time as PPO 500 is implemented by Employer.

B. Upon the signing of the contract, for Employees hired before September 1, 2007, the Employee health insurance premium payment cap schedule in Table 1 shall be increased by 10% to reflect Employee health insurance payments caps for Employees paying up to a maximum of 25% of their applicable health insurance premium as determined by the Employee and (if applicable) spouse's credits received through the Wellness Program in Appendix B.

For Employees hired on or after September 1, 2007, the Employee health insurance premium payment cap schedule in Table 1 shall be increased by 10% to reflect Employee health insurance payments caps for Employees paying up to a maximum of 30% of their applicable health insurance premium as determined by the Employee and (if applicable) spouse's credits received through the Wellness Program in Appendix B.

Table 1. – Weekly Employee Health Insurance Premium Payment Caps

Employees hired before September 1, 2007

%	1/1/2015	1/1/2016	1/1/2017
Minimum Rate – 15%	$90.63	$99.69	$109.66
MxHIP Rate – 25%	$147.18	$161.90	$178.09

Employees hired after September 1, 2007

%	1/1/2015	1/1/2016	1/1/2017
Minimum Rate – 20%	$117.89	$129.67	$142.64
MxHIP Rate – 30%	$192.03	$211.23	$232.36

Section 9. Health Insurance Opt Out

Effective upon signing of contract, any employee may elect to waive coverage in the City's Health Insurance Plan. Any employee waiving full or partial coverage for which he/she would otherwise be eligible shall be paid as follows:

A. Any employee eligible for full family coverage or single coverage and who elects to waive health insurance coverage shall receive an annual payment equal to the amount of four months of PPO 500 health insurance premiums for which the employee is eligible.
B. An employee who is eligible for full family plan and who opts to take either a "single parent plan" or a "single plan" shall receive an annual payment equal to four months of the difference in premiums between the PPO plan for which he/she is eligible and the PPO plan which he/she opts to take.
C. In the event both spouses are employees and eligible for health insurance coverage, the ineligible spouse shall receive an annual payment equal to one month of the PPO family plan premium.
D. The payments in lieu of health insurance shall be based on the premiums in effect during the month(s) the premiums are paid.
E. A new employee who waives health insurance coverage shall be eligible for the payment in lieu of insurance upon becoming eligible for the health insurance. (It is understood that, should an employee leave the employ of the City before July 1st, the Health Insurance Incentive shall be prorated and reimbursed to the City either through payroll deduction or personal check).
F. If the employee wishes to be reinstated on the health insurance policy or change coverage from a single or a single parent plan (if he/she would otherwise be eligible for full coverage), he/she may do so as long as he or she follows the insurance carrier's requirements for evidence of insurability and portability of coverage provisions.
G. If an employee is reinstated (or covered for the first time) after receiving payment for waiving health insurance coverage, the employee shall repay the City the balance of the payment pro-rated on a monthly basis.
H. In order to receive payment for waiving health insurance coverage or to be reinstated on the health insurance plan, the employee must submit written notice to Human Resources.

Discontinuance of health insurance or reinstatement of coverage will be effective the first day of the following month in which written notice has been received.

I. Eligible employees who are married to other City employees covered by the MMEHT shall receive MMEHT life insurance coverage at no cost.

NOTE: Annual and prorated payments shall be based on the City's fiscal year July 1 through June 30.

Section 10. Health Insurance Bridge

Health insurance coverage shall continue for a period of one (1) year for retired Employees who qualify according to the following:

1. The Employee shall have retired within six (6) months of the first MePERS eligible day possible for retirement pay, or

2. Employees may opt for the cash value of the health insurance coverage, based on actual coverage provided on January 1st of the year of the retirement, less the applicable Employee health insurance payment requirement.

This section only applies to those Employees that are enrolled and eligible to retire voluntarily under the Maine State Retirement System.

The Employer shall make available and pay for the Maine Municipal Employees Health Trust Preferred Provider Program (PPO) as indicated below. The Employer reserves the right to convert said coverage to another carrier or other coverage, which provides substantially equal or better coverage. All retired Employees shall pay the Employee MxHIP and automatically receive the 10% Wellness Program credit for the applicable PPO 500 coverage consistent with the applicable Employee health insurance payment conditions outlined in this Article.

ARTICLE 21

OVERTIME WORK

Section 1. Overtime Rate

Employees customarily working 39.67, and applicable to same Patrol Division Employees who will work 40 hour weeks beginning January 1, 2013, 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. Equalizing Opportunities

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. Refusing Overtime

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. Compensatory Time Accumulation

Effective upon signing of contract, an Employee at his/her option may elect to accumulate compensatory time-off to a maximum of one hundred and)fifty (150) 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. Just Cause

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

Section 2. Union Representation

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. Notice Requirement

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. Grievance Process

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. Disciplinary Documentation

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.

Section 6. Sick Leave Discipline

EFFECTIVE UPON THE SIGNING OF CONTRACT---APPLICABLE ONLY IN CASES WHERE SICK LEAVE ABUSE HAS BEEN IDENTIFIED BY THE CHIEF (Family Medical Leave use shall not be the basis or considered as an indication of sick leave abuse):

The Chief shall have authority to implement and effect punitive and/or disciplinary action when he/she determines sick leave use by an employee is abusive. Neither punitive action nor disciplinary action based solely on the abuse of sick leave shall be subject to the grievance process by the employee or the union, except for instances involving punitive and/or disciplinary action in excess of 2 (two) duty days of suspension and/or discharge of employment.

When the Chief determines that discipline is warranted, the principles of "progressive discipline" will be in order recognizing that the gravity and severity of the sick leave abuse may influence what discipline is issued.

The following non-grievable disciplinary actions shall be available to the Chief:

A. Written reprimand – Copy to Union President. Any written reprimand inserted in the Employee's personnel file shall be removed, upon request, after a two (2)-year period.

B. Suspension up to 2 (two) duty days (notice to be given in writing – copy to Union President).

If the Employer has reason to discipline an Employee, it shall be done in a manner that will not embarrass the employee before other Employees or the public.

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. Gender References

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. Employer Union Responsibilities

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. Bargaining Agent Responsibilities

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. Union Representation

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. Conflict Clause

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. Training Budget

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, PROTECTIVE CLOTHING & OTHER STIPENDS

Section 1. Annual Clothing Allowance

The Employer shall furnish to the Employee a $750 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 $750, 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.

Section 2. Probationary Employee Uniform

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. Uniform Condition

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

Section 4. Protective Vests

(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. SET Clothing

In recognition of the fact that uniformed Police Officers are assigned to S.E.T. 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.T. 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.T. 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.T. Supervisor. Such discretionary purchase will not have precedent setting value.

Section 6. Cell Phone Stipend

On the first pay period following the signing of this contract or April 1, 2014, whichever comes first, the Employer shall furnish to the Employee a monthly $30 cell phone stipend which shall be paid on the condition that the Employee provide the City with his/her personal cell phone number for official business.

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 date all parties have signed the applicable sections of this Agreement. The term of this Agreement shall be July 1, 2014 through June 30, 2017 and shall remain in full force and effect through the last pay period of June, 2017. 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.

ARTICLE 34

MISCELLANEOUS

In the event that the City approves a collective bargaining agreement with another City of Lewiston bargaining unit that provides for a FY15-16-17 employee minimum health insurance payment percentage rate that is less than the percentage rate expressed herein for PPO 500 or the payment for the Health Reimbursement Arrangement (HRA) is more than expressed herein for PPO 500, this Collective Bargaining Agreement may be reopened only for the purpose of negotiating the employee minimum health insurance payment percentage rate and HRA payments as they specifically apply to PPO 500. The intent to reopen negotiations shall require that a written notice be delivered by the Union to the City within 15 days after the City Council's ratification of the applicable collective bargaining agreement with the other bargaining unit.

The parties hereto have set their hands at Lewiston, Maine this 2nd day of June, 2016.

CITY OF LEWISTON

By: _____
Ed Barrett
City Administrator

MAINE ASSOCIATION OF POLICE

By: _____
President DAVID LEVESQUE

By: _____
Daniel R. Felkel, Esq.
MAP Representative

APPENDIX A

PRIMARY CLOTHING

(1) Uniform hats
(1) Uniform shirts
(1) Uniform pants
(1) Uniform coats
(1) Uniform jackets
(1) Uniform rainwear
(2) Shoes
(2) Boots
(2) Socks--navy blue, white or black
(1) Uniform ties and clasps
(1) Uniform Leather gear
(R) Badges
(1) Uniform nylon gear
(2) Nametags
(1) Handcuffs
(2) Flashlights (purchased under clothing allowance)
(2) Cases, including badge holders, trifolds, bifolds wallets with badge holders, badge clips (for belts)

SECONDARY CLOTHING

(2) Gloves
(2) White crew neck t-shirts
(2) Insulated underwear
(2) Briefcases
(2) Buck knives
(2) Sweaters

(1) Protective vests with higher level of protection
(1) Clipboards
(1) Expandable batons
(1) Tape measures
(1) Vest carriers/undergarment
(2) Holsters (concealed carry)
(2) Cuff cases (concealed carry)
(2) B D U
(2) Turtlenecks
(2) Polo shirts
(2) Bike shorts
(3) Small gun safe
(3) Protective eyewear
(3) Protective hearing equipment

PLAIN CLOTHES

(2) Suits, sport coat
(2) Dress shirts
(2) Dress pants
(2) Casual pants adequate for wear with sport coat
(2) Shoes and boots
(2) Hats
(2) Ties
(2) Dress belts
(2) Outerwear (coats)

(1) Remains with the City upon separation.

(2) Remains with the Employee upon separation.

(3) One time purchase only subject to pre-approval from Police Chief (which will include breakage review) and remains with 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

APPENDIX B-1

POLICE WELLNESS PROGRAM
City of Lewiston Wellness and Health Care Management Program

The City of Lewiston Wellness and Health Care Management Program (the "Program") is pleased to provide this voluntary health care management system which focuses on healthy lifestyles and healthy activities based on documented public health literature. The goal is to reduce the overall need for health care services among members and to prevent disease by rewarding employees and spouses for healthy behaviors that will contribute to healthier outcomes. The program can be broken down as follows:

I. Health Risk Analysis and Educators

A. The first 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 (currently Central Maine Medical Center) that will be under contract with the City to provide these services. The aggregate results of the analysis for all City Employees will be available to the City. However, consistent with federal law, the City will not have access to an individual's health risk analysis.

B. The contracted health care provider will assign a Health Care Educator (HCE) to work with each and every Employee and applicable spouse (herein referred to as "participant") that elect to voluntarily participate in this health program offered by the City.

C. The City has introduced this voluntary program as a way to reward healthier lifestyles through a series of Category rewards which can reduce the Employees health insurance payment premium stated (see Article 20 of this collective bargaining agreement) by as much as 10% (5% each for married couples) if the Participant achieves all program requirements (**applicable exceptions noted in Section I, Item J and in Section II, Item D)**.

D. Working with the program requirements specified in Item II of this section, the HCE will work to establish a health plan strategy for each participant. Once established, the HCE will work with the participant to provide wellness goals and benchmarks. Educational material and motivation will be a core part of the program.

E. After the HCE consultation, each participant may receive at least one additional face to face meeting annually. Each participant must schedule their annual HCE appointment using the city-provided online calendar software; if no computer is available to the participant, the participant must call or email the Human Resources office.

F. In addition to the city-wide calendar that becomes available on January 1st and terminates on March 31st of each coverage year, a dedicated appointment calendar for the Police Department shall be made available to all sworn officers and their spouses. The dedicated calendar shall remain active until the 1st of every month dedicated to police HCE appointments.

G. All participants with access to a computer are required to book their appointments utilizing the on-line appointment calendar software. All participants are obligated to book their appointments in sufficient time to guarantee that they secure an HCE appointment for the coverage year.

H. City will agree to provide all Police Department sworn personnel and their spouses with dedicated PD calendar and no less than a total of one hundred (100) appointment slots at the Police Station each year. All other calendar dates/times posted for City Hall and the Wellness Center (which must be booked by March 31st) will also be available to all sworn personnel and spouses.

I. The following outlines what constitutes a failure to meet the HCE appointment requirement and what qualifies as an exception to the requirement::

- Participant(s) fail(s) to schedule their on-line HCE appointment
- Participant(s) fail(s) to appear for a scheduled appointment (only significant matters of a serious and personal nature will serve as cause for a waiver to be issued by the City Administrator or Deputy City Administrator).
- Appointments cancelled by the HCE: HCE will reschedule within 14 days of the cancellation and shall not result in any penalty to the participant on the condition that the participant(s) meets with the HCE before the end of the coverage year (Exception: if there are less than 14 days remaining in the coverage year at the time of the HCE cancellation, the participant must meet with the HCE no later than February 28th of the following coverage year).
- Unless management disputes an Employee's claim that a cancellation or "no show" was job related, job related duties that result in Employee cancellations or "no

shows" shall require the HCE to reschedule the appointment within 14 days of the cancellation and shall not result in any penalty on the condition that the Employee meets with the HCE before the end of the coverage year (Exception: if there are less than 14 days remaining in the coverage year at the time of the HCE cancellation, the participant must meet with the HCE no later than February 28th of the following coverage year)..

- Participants without access to a computer must ensure that they call or email Human Resources early enough so that sufficient appointment times are available and sufficient time is made available for staff to schedule the appointment for the participant.

HCE meetings will be primarily designed to be at the job site for the Employees in a private setting. Depending on the results of the health risk analysis and the goals of the member, additional meetings may be scheduled. Should a face-to-face HCE consultation not be practical (e.g., working out-of-state, serious illness, etc.), participants must contact Administration to approve any phone or other acceptable alternatives.

J. Qualifying Periods:
Fully complying with the requirements for Section II of this program will require the participant to meet the minimum requirement language of Section II within the Qualifying Period:

i. The signing of this FY15-16-17 collective bargaining agreement shall begin the first "Qualifying Period" of this contract; this "Qualifying Period" shall end on the day before the participant's HCE appointment for the 2017 health insurance coverage year.

ii. All subsequent "Qualifying Periods" shall begin on the day of the participant's HCE appointment and end in the following coverage year on the day before the next annual HCE appointment.

iii. In order to receive the applicable percentage rewards, the participant(s) must meet the conditions articulated in Section II Category 1of this program during the first Qualifying Period defined in Item J.(i) of this Section. Thereafter during all subsequent "Qualifying Periods," meeting the conditions of Categories 1, 2, 3 and 4 (as defined in Item ii of this Section) will be required to receive any applicable Category percentage credit.

II. **Individual Health Care Management Requirements and Savings**

All Employees who receive city health insurance must pay the Employee's share of health insurance as specified in this collective bargaining agreement. Though this Wellness program is voluntary, the Employee Health Insurance Payment can be reduced by as much as 10% (or 5% each for Employee and spouse, if applicable) if enrolled Employees and/or applicable spouses (participants) meet the requirements of all Category program elements listed below.

Participants will achieve savings by meeting the four categorical program requirements are as follows:

CAT	CATETORY REQUIREMENTS FOR EMPLOYEE AND APPLICABLE SPOUSE	Single & Employee w/Child Reward Premium Savings	Employee & Spouse (family coverage) Reward Premium Savings each	COMMENTS
1	Annual HCE appointment or providing spouse waiver (if approved in this CBA); evidence of participation in HCE/Provider (doctor) risk assessment plan; providing HCE with written proof of annual Provider physical for coverage year	3.50%	1.75%	Failure to comply with any part of this Category item will result in the NON-ISSUANCE OF ALL FOUR CATEGORY REWARDS (SEE ITEM D BELOW FOR CATEGO-RY WAIVER ELIGIBILITY)
2	Exercise program approved by HCE (may be reviewed by the participant's Provider)	1.75%	0.875%	(SEE ITEM D BELOW FOR CATEGORY WAIVER ELIGIBILITY)
3	Non-tobacco product use. Also prohibits the smoking, inhaling, vaporizing ("vaping") or consumption of nicotine-based products through so called "e-cigarette", "vapor" or similar non-tobacco nicotine delivery devices that utilize non-prescribed nicotine that can be ingested or delivered in any way into the body this is not part of a provider approved and supervised tobacco or nicotine cessation program. Written proof must be submitted to the HCE that Participant has enrolled into a Provider approved and medically supervised tobacco or nicotine cessation program.	1.75%	0.875%	(SEE ITEM D BELOW FOR CATEGORY WAIVER ELIGIBILITY)
4	Reward is possible by achieving one of three of the following metrics: A. BMI (body mass index) as scored by the WebMD calculator (or similar public health agency calculator);or B. WHtR (waist-to-height ratio) as scored by the Penn State calculator (or similar public health agency calculator);or C. waist measurement health metric requirements as recommended by the Harvard School of Public Health	up to 3.0%	up to 1.50%	Applicable scoring and program savings listed in charts below (SEE ITEM D BELOW FOR CATEGORY WAIVER ELIGIBILITY)
	TOTAL SAVINGS UP TO----------->>>>>>	10%	5%	

A. BODY MASS INDEX (BMI) CHART AND APPLICABLE SAVINGS:

	BMI
Underweight	Below 18.5
Normal	18.5 – 27.4
Overweight	27.5 – 29.9
Obesity	30.0 and Above

Men and Women:

- **BMI equal to/less than 27.4=full compliance at applicable savings**
- **BMI equal to/greater than 27.5 but equal to/less than 29.9=50% compliance**
- **BMI equal to/greater than 30.0 – not in compliance= not eligible for savings**

Chart Source: National Institutes of Health -
http://www.nhlbi.nih.gov/health/public/heart/obesity/lose_wt/risk.htm#limitations
Calculator Source:
http://www.webmd.com/diet/body-calculator

B. WAIST-TO-HEIGHT RATIO CHART AND APPLICABLE SAVINGS:

Male	Ratio less than 43%: underweight
Female	Ratio 43% to 52%: healthy weight
	Ratio 53% to 62%: overweight
	Ratio over 63%: obese

Men:

- **Ratio less or equal to 52%=full compliance at applicable savings**
- **Ratio equal to/greater than 53% but equal to/less than 62%=50% compliance**
- **Ratio equal to/greater than 63% - not in compliance= not eligible for savings**

Chart Source: Penn State University Hershey, Pro Wellness Center
http://prowellness.vmhost.psu.edu/prevention/understanding_risk/whtr
Calculator Source:
http://prowellness.vmhost.psu.edu/prevention/understanding_risk/whtr

Women:

- **Ratio less or equal to 48%=full compliance at applicable 2.5% or 5% savings**
- **Ratio equal to/greater than 49% but equal to/less than 57%=50% compliance**
- **Ration equal to/greater than 58% - not in compliance=not eligible for savings**

Chart Source: Source: Penn State University Hershey, Pro Wellness Center
http://prowellness.vmhost.psu.edu/prevention/understanding_risk/whtr
Calculator Source:
http://prowellness.vmhost.psu.edu/prevention/understanding_risk/whtr

C. WAIST MEASUREMENT

WAIST MEASUREMENT REQUIREMENTS	MEN	WOMEN	FULL COMPLIANCE ONLY
Cannot exceed specified waist measurement	=/< 40"	=/< 35"	5%

Organization	Measurement used	Definition of abdominal obesity
American Heart Association, National Heart, Lung and Blood Institute (10)	Waist circumference	Women: > 88 cm (35 inches), Men: > 102 cm (40 inches)

Source: Harvard School of Public Health: http://www.hsph.harvard.edu/obesity-prevention-source/obesity-definition/abdominal-obesity/

D. CATEGORY WAIVERS

1. Waivers for all four Categories may be approved on the condition that the participant's Medical Provider (doctor) has provided a written statement that confirms that the participant has a medical reason that he/she cannot achieve any one of the Categories listed.
2. The Employee/spouse may attempt to re-qualify for Category rewards after the annual meeting with the HCE, but this will require HCE verification. Participants may not schedule HCE verification appointments. HCE verification appointments must be scheduled through Human Resources and shall only be scheduled within the available appointment dates/times for the applicable calendar year.
3. Participants are authorized to have their Medical Provider confirm any metric needed to obtain a Category reward that was not achieved by the participant. All updated medical

metric information must be verified in writing by the Medical Provider and submitted to the HCE for verification.

4. **The "City of Lewiston Health Care Educator Spouse Waiver Form,"** if approved and as included in the Appendix of this collective bargaining agreement, may be used by the Employee's spouse in place of meeting with the HCE. A completed and signed form must be submitted to the HCE in accordance with the guidelines outlined in the form. Required Category 1 through 4 information must be verified by the HCE in order to receive any applicable Category reward. Failure to fully comply with this requirement will result in the non-issuance of applicable percentage rewards.

E. FITNESS BONUS INCENTIVE

1. All sworn officers may be eligible for a $400 annual Fitness Bonus Incentive if they fully comply with two of the three Category 4 requirements at the time of their HCE annual appointment and are fully compliant with all requirements in Category 1, 2 and 3 (approved medical or Administration waivers will render the officer ineligible for this incentive).

2. All spouses of any sworn officer may be eligible for a $300 annual Fitness Bonus Incentive if they fully comply with two of the three Category 4 requirements at the time of their HCE annual appointment and are fully compliant with all requirements in Category 1, 2 and 3 (approved medical or Administration waivers will render the spouse ineligible for this incentive).

NOTE: Calendar year 2016 Fitness Bonus shall be paid to all Employees (not spouses) effective upon signing of this contract. All future calendar year Fitness Bonus payments shall be paid in accordance with Section E of this Appendix.

F. HEALTH CARE ADVISORY TEAM

The City will work with the Union to staff and support 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 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 communications 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 and healthcare issues.

NOTE: Upon the signing of the contract, please note language in Item 1, Section J.(i) which waives Category 2, 3 and 4 requirements until the next HCE appointment in calendar year 2017.

APPENDIX B-2

City of Lewiston Health Care Educator Spouse Waiver Form

3.15.16

SECTION 1. – CITY OF LEWISTON HEALTH RISK APPRAISAL

THIS SECTION TO BE COMPLETED BY EMPLOYEE'S SPOUSE

Thank you for electing to voluntarily complete the Health Risk Appraisal (HRA) and Medical Release sections if this form. An HRA is a set of questions about you and your health. This HRA will help you understand what you can do to improve your own health. **BY COMPLETING THIS FORM, YOU HAVE VOLUNATARILY ELECTED TO SUBMIT THIS FOR IN PLACE OF MEETING WITH THE HEALTH CARE EDUCATOR (HCE), COMPLETING ALL SECTIONS OF THIS FORM WILL QUALIFY YOU FOR THE WAIVER OUTLINED IN THE COLLECTIVE BARGAINING AGREEMENT OR THE CITY PERSONNEL POLICY. PLEASE CAREFULLY READ AND FOLLOW ALL INFORMATION AND INSTRUCTIONS.**

Why is this HRA section important to you? You cannot avoid or control all risks. Family history, gender and age can't be changed. However, you may be able to prevent or delay many chronic health problems by simple changes in lifestyle or medical care.

Section 1 of this form is the HRA which covers mutiple topics:

- Disease
- Tobacco
- Screening
- Activity
- Alcohol
- Life Balance
- Self-Care
- Nutrition
- Accident/Injury
- Mental Health

Your information is confidential. This information will not be shared with any City Of Lewiston Employee. The only person viewing this information will be the Heath Care Educator. You can indicate if you want to have contact with the HCE affiliated with this program. To make this HRA accurate, please try to answer all of the questions.

Please return all seven pages of this form in a sealed envelope and handcarry or mail to: Human Resources Office, c/o Heather Young, Dingley Building, 36 Oak St., Lewiston, ME 04240. Please indicate if you would like to receive a printed copy of your Personal Health ScoreCard from the HCE. It will provide you some baseline metric information and suggestions you can do on your own or discuss with your personal physician.

Your next steps to good health are up to you!

DISEASE

1. Do you have diabetes?

YES ☐ NO ☐

2. Do you have heart disease?

YES ☐ NO ☐

3. Do you have asthma?

YES ☐ NO ☐

4. Do you have lung disease, such as emphysema or bronchitis?

YES ☐ NO ☐

5. Have you been treated for cancer within the past 5 years?

YES ☐ NO ☐

Page 1 of 7

ALL PAGES OF THIS FORM MUST BE COMPLETED AND SUBMITTED TO THE HEALTH CARE EDUCATOR

6. Have you had a stroke?
YES ☐ NO ☐

7. Do you have chronic back pain (working with doctor on a regular basis and taking medication)?
YES ☐ NO ☐

8. CM Only: Answer YES if eligible for Condition Management? (Answered by the Health coach ONLY)
a. N/A

9. Do you have seasonal allergies or allergic rhinitis?
YES ☐ NO ☐

10. Do you have arthritis?
YES ☐ NO ☐

11. Are you currently being treated for depression?
YES ☐ NO ☐

ACTIVITY

12. Do you participate in moderate to vigorous physical activity that gets your heart rate up and/or involves muscle strengthening for 30 to 60 minutes 4 or more days per week?
YES ☐ NO ☐

13. Are you physically active 30-60 minutes 2-3 days per week?
YES ☐ NO ☐

NUTRITION

14. Do you eat 5 servings of fruit and/or vegetables 5-6 days a week? (Serving size is 1 cup raw or cooked vegetables, 2 cups of leafy greens, 1 cup of fruit, ½ cup dried fruit.)
YES ☐ NO ☐

15. Do you drink sugar sweetened beverages such as soda, juice, or sweetened coffee drinks most days a week?
YES ☐ NO ☐

16. Do you include foods like poultry, eggs, cheese and/or yogurt, legumes (peas, beans, soybeans, lentils, peanuts), lean beef, lean/wild game, or seafood at least 4 days each week?
YES ☐ NO ☐

17. Do you eat fish, seeds (pumpkin, sunflower and sesame), nuts, olive oil, dark green veggies (brussel sprouts, spinach and kale), eggs, beans, even avocados or ground flaxseed at least twice each week?
YES ☐ NO ☐

18. Do you eat fast food or processed foods like frozen meals, prepackaged meals, pastries, candy, ice cream, cookies, processed or red meats more than 1-2 times per week?
YES ☐ NO ☐

ALL PAGES OF THIS FORM MUST BE COMPLETED AND SUBMITTED TO THE HEALTH CARE EDUCATOR

19. Do you eat whole grains (barley, brown rice, buckwheat, bulgur (cracked wheat), millet, oatmeal, popcorn, whole-wheat bread, pasta or crackers, or wild rice) 5-6 days a week?
YES ☐ NO ☐

TOBACCO

20. Are you a smoker? (Currently smoke cigarettes, cigars, or pipe within the last 12 months)
YES ☐ NO ☐

21. Do you chew tobacco (within last 12 months)?
YES ☐ NO ☐

ALCOHOL

22. Do you drink more than 2 drinks per day, if you are a male OR more than 1 drink per day, if you are a female? (Drink is 1 beer, 1 shot of liquor, 1 glass of wine or 1 mixed drink)
YES ☐ NO ☐

23. Have you had more than 4 or 5 alcoholic drinks in a row within 2 hours in the past year?
YES ☐ NO ☐

ACCIDENT & INJURY

24. Have you had two or more episodes of low back pain within the last two or three years or one episode within the last 6 months that made it more difficult to work or play?
YES ☐ NO ☐

25. Do you wear a helmet when appropriate to prevent head injury? (examples: motorcycles, bicycles, skiing, skateboarding, ATV, snowmobiles, scooters, equestrian activities, etc)
YES ☐ NO ☐

26. Do you wear your seatbelt 100% of the time every time you are in a motorized vehicle?
YES ☐ NO ☐

27. Do you drive distracted by the use of electronic devices (sending text, email, or other hand phone use)?
YES ☐ NO ☐

28. Do you wear hearing protection around all loud noises? (Noises louder than 85db is where damage occurs from long-term exposure. Examples of noise exposures: dishwasher 65db, hairdryer 85db, subway 90db, hand drill 100db, MP3 player at maximum output 110db, jet plane 120db, fireworks at 3 ft. away 150db.)
YES ☐ NO ☐

SCREENING

MALE

29. If you are a male under 40 years old, do you check your testicles for lumps or other changes each month?
YES ☐ NO ☐ N/A ☐

30. If you are a male age 50 or older, have you talked to your doctor about whether or not screening for prostate cancer is right for you?
YES ☐ NO ☐ N/A ☐

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31. If you are a male between the ages of 65 and 75 has your doctor checked to see if you have an aortic aneurysm?
YES ☐ NO ☐ N/A ☐

FEMALE

32. If you are a female between the ages of 21 and 30 and not otherwise at high risk for cervical cancer, do you have a PAP screening every 3 years?
YES ☐ NO ☐ N/A ☐

33. If you are a female between the ages of 30 and 65 do you have a PAP screening every 3 years or do you have a PAP screening with HPV testing every 5 years?
YES ☐ NO ☐ N/A ☐

34. If you are a female age 40-49, have you talked to your doctor about having regular mammogram screenings?
YES ☐ NO ☐ N/A ☐

35. If you are a female ages 50-74 are you having regular mammogram screenings?
YES ☐ NO ☐ N/A ☐

36. If you're a female age 60 or older, have you had a screening for osteoporosis?
YES ☐ NO ☐ N/A ☐

37. If you are age 45 or older and male or 55 or older and female, have you been counseled on aspirin use for prevention of circulatory disorders?
YES ☐ NO ☐ N/A ☐

38. If you are age 50 or older, are you having regular colon cancer screenings?
YES ☐ NO ☐ N/A ☐

39. Do you receive an annual Influenza Vaccine (Flu Shot)?
YES ☐ NO ☐ N/A ☐

40. Do you practice good oral hygiene by brushing and flossing daily and seeing dentist yearly?
YES ☐ NO ☐ N/A ☐

LIFE BALANCE

41. Have you missed 5 or more workdays over the past 12 months due to emotional distress, physical illness, injury or surgical procedures for yourself?
YES ☐ NO ☐

42. Do you consider your health to be excellent or at least very good?
YES ☐ NO ☐

43. Do you have days when you are physically at work but mentally distracted for any reasons? (examples: reoccurring headaches, chronic illnesses, allergies, etc)
YES ☐ NO ☐

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44. Do you sleep well most nights and wake up feeling rested most of the time?

YES ☐ NO ☐

45. Do you snore, experience daytime sleepiness frequently, or has your partner witnessed any breaks in your breathing while you are sleeping?

YES ☐ NO ☐

46. Are you mostly satisfied with your personal life?

YES ☐ NO ☐

47. Are you mostly satisfied with your professional life?

YES ☐ NO ☐

MENTAL HEALTH

48. Do you now or often feel overwhelmed by the challenges in your life?

YES ☐ NO ☐

49. Are you sad or down in the dumps for 2-3 weeks at a time? **(if you answer YES proceed to Question 51)**

YES ☐ NO ☐

50. Do you enjoy life and have fun most days? **(if you answer NO proceed to Question 51)**

YES ☐ NO ☐

51. **Have you had thoughts about hurting yourself or ending your life?**

YES ☐ NO ☐

SELF-CARE

52. Have you or a member of your family been to the emergency room in the past 6 months for any of the following: sore throat or cough, back pain or other sprain or strain, heartburn, fever, diarrhea and/or vomiting?

YES ☐ NO ☐

53. If you are on medication, do you take it as directed?

YES ☐ NO ☐

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SECTION 2. PART 1 - AUTHORIZATION TO RELEASE MEDICAL INFORMATION (HIPAA AUTHORIZATION UNDER 45 C.F.R. § 164.508)

PART 1 OF THIS SECTION IS COMPLETED BY EMPLOYEE'S SPOUSE

I, _____(print YOUR name), hereby authorize and request my physicians, nurses, hospitals and other authorized Health Care Providers receiving this form to disclose the health information described below to the following authorized person:

Name: Heather Young
Address: Human Resources Office
Lewiston Health Care Coordinator
36 Oak Street
Lewiston, Maine 04240
Phone: (207) 513-3128, X3128
(207) 795-2473

- I request that the following information from my annual physical be disclosed and reported to the Lewiston Health Care Coordinator as set forth in Section 2, Part 2 of this form: my height, my weight, my systolic blood pressure, my diastolic blood pressure, my waist measure, and my Body Mass Index (BMI), if available.
- This information may be used/disclosed for the purpose of completing a Health Risk Appraisal.
- I understand that the information released is for the specific purpose stated above. Any other use of this information without my written consent is prohibited.
- I understand that the information I am authorizing is from the annual physical which corresponds to the signature date on this form and that this authorization shall only be applicable for the calendar year in which it is signed (it must be completed annually).
- I understand that I have a right to revoke this authorization at any time. I understand that if I revoke this authorization, I must do so in writing and present my written revocation to the provider releasing the information. I understand that the revocation will not apply to information already released in response to this authorization.
- I understand that after the custodian of records discloses my health information, it may no longer be protected by federal privacy laws but that the City will maintain the confidentiality of this information. I further understand that this authorization is voluntary and that I may refuse to sign this authorization. My refusal to sign will not affect my ability to obtain treatment; receive payment; or eligibility for benefits unless allowed by law.

By signing below I represent and warrant that I have authority to sign this document and authorize the use or disclosure of protected health information and that there are no claims or orders pending or in effect that would prohibit, limit, or otherwise restrict my ability to authorize the use or disclosure of this protected health information.

_____ _____
Signature of patient Date

_____ _____
Printed name of Patient Patient date of birth

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SECTION 2. PART 2 – PROVIDER INFORMATION

PART 2 OF THIS SECTION TO BE COMPLETED BY THE PRIMARY CARE PHYSICIAN OR OTHER DESIGNATED HEALTH CARE PROVIDER

The following information reflects metrics collected as part of the annual physical for the calendar year in which it is signed. The information below is disclosed pursuant to the Authorization to Release Medical Information completed for
_____(Name of Patient):

Height of Patient _____ **ft.** _____ **inches tall**

Patient's weight: _____ **pounds.**

Patient's systolic blood pressure (top number): _____

Patient's diastolic blood pressure (bottom number): _____

Patient's waist measure: _____ **in.**

Patient's Body Mass Index (BMI) (If Available): _____

_____ _____
Doctor/Designee Signature Date

_____
Doctor/Designee Printed Name

DO NOT FAX THIS FORM TO THE LEWISTON HR OFFICE. Place all seven pages of this form in a sealed envelope and handcarry or mail to:

Human Resources Office
c/o Heather Young
Lewiston Health Care Coordinator
Dingley Building
36 Oak Street
Lewiston, Maine 04240

NOTE: when mailing, please call and confirm receipt with the HR Department – call 513-3121, X3239

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