COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF LEWISTON

AND

LEWISTON POLICE SUPERVISORY COMMAND UNIT

July 1, 2017 to June 30, 2018

ARTICLE 1

PREAMBLE

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

ARTICLE 2

RECOGNITION

Section 1.

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

Section 2.

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

ARTICLE 3

UNION SECURITY

Section 1.

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

Section 2.

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

1. The Employee may sign a payroll deduction authorization form authorizing the deduction of seventy five (75%) of the regular weekly Union dues; or

2. The Employee may elect to be represented by the Union on a fee-for-service basis. The Union may charge such an Employee a reasonable fee, for any requested services, including reasonable fees for employee representative services, attorney's fees and costs and expenses and arbitrators' fees and expenses.

ARTICLE 4

CHECK OFF

Section 1.

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

Section 2.

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

ARTICLE 5

HOURS OF WORK

Section 1.

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

7:00 a.m. to 3:30 p.m. with a one-half (1/2) hour lunch break; 3:00 p.m. to 11:30 p.m. with a one-half (1/2) hour lunch break; 11:00 p.m. to 7:30 a.m. with a one-half (1/2) hour lunch break on a work cycle of four days of duty followed by two days off. Supervisors will be assigned to patrol shifts based on seniority pick of the three shifts. The opportunity to change shift selection will occur every four months. Shift change shall occur in the first week of January, May and September. Shift

selection ballots shall be provided by the Employer to all Supervisors at least four weeks prior to the shift change. Supervisors will complete and return shift selection ballots at least three weeks prior to the shift change. Any Supervisor failing to complete a shift selection ballot may be assigned at the discretion of the Chief of Police for that upcoming shift rotation.

(b) Subject to the provisions of Section 2 below, all supervisors working a Monday through Friday schedule such as C.I.D., Administration and Support Services shall work a 40-hour work week with mutually agreeable starting times, with a half hour (1/2) hour lunch break and two fifteen (15) minute breaks, all inclusive.

(c) The schedule for the member(s) of the Special Enforcement Team and Community Resource Team will be a 'five and two' work week. Changes to this schedule will be by mutual agreement of the parties.

(d) Sergeants, who are interested in being assigned to the Selective Enforcement Team or Community Resource Team, will have an opportunity to express their interest to the Deputy Chief. This interest will be expressed when an opening is posted announcing the department is seeking to fill the Selective Enforcement Team or Community Resource Team Sergeants position .. If the list of interested sergeants contains at least two (2) names, the selection will be made from said list. If there are less than two (2) volunteers, then the selection will be made by the Chief of Police from the complement of sergeants assigned by the patrol division for a period not to exceed nine (9) months.

(e) Absent the circumstances noted in the final sentence in the paragraph above, assignment to the Special Enforcement Team or Community Resource Team will be for a period of up to two (2) years. By mutual agreement, extensions up to one (1) year at a time may be made.

(f) Primarily the Sergeant of the Special Enforcement Team or Community Resource Team will work a forty (40) hour work week, Monday through Friday, from 8:00 a.m. to 4:00 p.m. with a one half (1/2) hour lunch break. To meet the operational demands and other related activities, the hours of work can be changed by mutual agreement. The Special Enforcement Team and Sergeant are assigned to the Patrol Division the Community Resource Team and Sergeant are assigned to the Support Services Division

Section 2.

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

ARTICLE 6

MEAL PERIODS

Section 1.

Each Employee'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.

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

Section 2.

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

ARTICLE 7

HOLIDAYS

Section 1. Holiday List

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

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

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

Additionally, effective 1/1/12, each member shall be given ten (10) hours of compensatory time off on January 1st of each year.

Section 2. Holiday Pay Eligibility

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

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

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

Section 3. Pay Rate

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

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

Section 4. Additional Hours Pay

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

Section 5. Work Exceptions

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

The Sergeant assigned to the Community Resource Team shall absent themselves from work on the following holidays: Thanksgiving, Christmas, New Years, Memorial Day and Labor Day. The Sergeant of this team may have the option of working or taking off the remaining holidays.

Section 6. Substituting

(a) The Employer shall continue the practice of permitting Employees to substitute for one another on regularly scheduled tours of duty (or some part thereof) in order to permit an Employee to be absent from work to attend to purely personal pursuits.

(b) The trading of time shall have no effect on hours of work for overtime purposes and shall be on a no-pay basis for those replacing if the following criteria are met:

(i) The trading of time is done voluntarily by the Employees participating in the program and not at the behest of the Employer.

(ii) The reason for trading time is due, not to the Employer's operations, but to the Employee's desire or need to attend to personal matters.

(iii) The period during which time is traded and paid back be the calendar year.

(c) The trading of time shall be at the discretion of and with prior approval of the Chief of Police.

ARTICLE 8

CALL BACK PAY

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

ARTICLE 9

SICK LEAVE

Section 1. Accrual

Employees shall accrue one (1) day of sick leave for each month of service accumulative to one hundred eighty [180] sick leave days. An Employee may use 12-days of sick leave per year for the care of a sick child. In addition, sick leave for catastrophic illnesses involving the Employee's spouse and/or children may also be utilized to provide care to the extent of the Employee's accrued sick leave. Sick leave shall be earned by an Employee for any month in which the Employee is compensated for at least ten (10) days. After the Employee has been on Workers' Compensation for three (3) months, Workers' Compensation shall not be deemed to be compensation for the purpose of the preceding sentence unless the injury which caused the Employee to be on Workers' Compensation occurred in an extra-hazardous situation as defined in Article 10, Section 3.

Section 2. 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 of accumulated unused sick leave,up to ninety (90) days..

Section 3. Retirement Payout Calculation

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. Sick Leave Notice

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

Section 5. Sick Leave Calculation

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

Section 6. Sick Leave Incentive

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 three (3) sick days to personal days listed in Section 7 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 per twelve (12) months period in lieu of a cash payment. The conversion of to vacation or compensation hours is based on the listed below 40 hour work week percentages listed below. of a 40 hour work week.
- 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
4 consecutive months of no sick leave 20% of their regular weekly salary

5 consecutive months of no sick leave 30% of their regular weekly salary
6 consecutive months of no sick leave 40% of their regular weekly salary
7 consecutive months of no sick leave 50% of their regular weekly salary
8 consecutive months of no sick leave 60% of their regular weekly salary
9 consecutive months of no sick leave 70% of their regular weekly salary
10 consecutive months of no sick leave 80% of their regular weekly salary
11 consecutive months of no sick leave 90% of their regular weekly salary
12 consecutive months of no sick leave 100% of their regular weekly salary

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 7. Personal Days Conversion

Members may convert up to 3 days of sick time to personal time per calendar year. Members must have no less than 15 days of sick leave on the books before any conversion of sick time occurs. Restrictions outlined in Article 15, Section 3.c. apply. The conversion or use of sick time hereunder shall not affect the sick incentive days referenced above in Section 6 of this Article.

ARTICLE 10

EXTRA-HAZARDOUS INJURIES

Section 1. Workers Compensation Injury

Any Employee paid Workers' Compensation benefits for "Extra-Hazardous" injury in the line of duty as hereinafter defined shall be paid, in addition thereto, the difference between the compensation benefits and his full weekly wages, or the percentage of his full weekly wages equal to his percentage of disability determined by Workers' Compensation Commission, all as reduced by earnings from other sources. Such supplemental income shall be payable for a period of a maximum of fifty-two (52) weeks.

Section 2. 52-Week Disability

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

Section 3. Injury 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.

(f) Extra-hazardous status will be awarded in the case of a recurrence of an injury if the recurrence is determined by competent medical authority to be related to a previous injury subject to the limitation of supplemental income for a maximum cumulative total of fifty-two (52) weeks.

Section 4. 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. Any such payment shall not be admissible in any arbitration proceeding.

ARTICLE 11

SENIORITY

Section 1. Seniority List

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

Section 2. Seniority-in-Rank

(a) Seniority in rank within a division shall be the governing factor in all matters affecting vacation preference.

(b) Seniority in rank shall be given due consideration when making a reduction in work force in instances where the Employees involved have equal skill, ability, training and experience. Seniority shall be determined as stated in Section 1 above.

(c) In the event of a lay-off or a reduction in the size of the bargaining unit, an Employee may bump into another job in the same or lower classification, provided the Employee has the skill and ability to perform the work. The Police Chief shall determine whether the Employee has the skill and ability to perform the work.

An Employee who displaces another Employee in a lower classification shall become the most Senior Employee within that classification. The affected Employee may in turn exercise his right to bump as described above.

(d) The City shall notify the individuals initially affected by such a reduction and then post the City's intent to reduce the work force on the department bulletin board at least two (2) weeks prior to the effective date of the first lay off.

(e) An Employee must notify the City of his intention to exercise his bumping rights or accept lay-off within five (5) working days of the City's notice. The Employee who is bumped shall enjoy similar bumping rights or accept lay-off but must notify the City of his intention within three (3) working days.

(f) An Employee who displaces another Employee will have two (2) calendar weeks during which to demonstrate his ability to satisfactorily perform the work. Failure on the part of the Employee to demonstrate his ability to satisfactorily perform the work required in the job he has bumped into will result in his having one (1) opportunity to bump into a lower classification. The determination as to whether the Employee has satisfactorily performed the job shall be the judgment of the Police Chief.

(g) An Employee laid-off shall remain on the lay-off list for a fifteen (15)-month period. At the end of such fifteen (15)-month period, all names, whether re-called or not shall be purged from the lay-off list and be considered terminated. Any recall during said period shall be in reverse order of seniority providing the Employee has the skill and ability to perform the work, as determined by the Chief.

Section 3. Promotion Probationary Period

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

in his work will be reviewed with the objective of increasing his proficiency. The Employer may also discuss interim formal or informal reports with the Employee with the same object.

Section 4. Promotion Definition

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

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

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

Section 5. Rotation Credit Time

Effective on 1/1/12, each Employee who shall have completed ten (10) years of employment with the Employer on the date of a trimester rotation of assignments shall receive fourteen (14) hours credit time as of the date of such rotation, such credit time to be utilized in the same manner as any other vacation time. Such time shall not be scheduled for Monday or Friday except by special permission from the Chief.

Section 6. Shift Assignments

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

ARTICLE 12

WAGES

All payments for FY 15-16-17 shall be paid in accordance with the effective dates in the table below.

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

7/1/2016	FY17	0 - 2YRS		2YRS+		5YRS+		7YRS+
COLA 2.0%								
Sergeant		$32.42		$33.37		$34.35		$35.38
Lieutenant		$37.55		$38.67		$39.82		$41.01

7/1/2017	FY18	0 - 2YRS		2YRS+		5YRS+		7YRS+
COLA 2.1%								
Sergeant		$33.10		$34.08		$35.07		$36.13
Lieutenant		$38.33		$39.48		$40.65		$41.87

1/1/2018	FY18	0 - 2YRS		2YRS+		5YRS+		7YRS+
COLA 0.5%								
Sergeant		$33.26		$34.25		$35.25		$36.31
Lieutenant		$38.53		$39.68		$40.86		$42.08

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

ARTICLE 13

VISITS BY UNION REPRESENTATIVES

Section 1.

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

Section 2.

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

ARTICLE 14

COMPENSATION FOR OUTSIDE WORK

Section 1. Pay 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 Employee's hourly rate, payment to be made as soon as reasonable after such service.

Section 2. Minimum Pay

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. Late Reporting & Hourly Calculation

(a) If an Employee reports for such private duty work five (5) to thirty (30) minutes late, the equivalent of one half (1/2) hour's pay shall be deducted. If he reports thirty (30) minutes to one (1) hour late, the equivalent of one (1) hour's pay shall be deducted. If he reports more than one (1) hour late, he shall forfeit full pay and the opportunity to work that job and be charged with a refusal.

(b) If an Employee works five (5) to thirty (30) minutes over the two (2)-hour period, he shall be paid an additional one-half (½) 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 the officer's hours will be assigned to that officer.

(d) A listing of all Employees eligible for extra jobs in order of seniority, then by alphabet, shall be used for maintaining extra job hours.

(e) A full vertical column shall be utilized for each hiring incident.

(f) The Employee with the least amount of cumulative hours shall be the first to be asked. If there are two (2) or more officers with the same amount of cumulative hours, the most senior Employee (or by alphabet) shall be asked first.

(g) The extra job hours shall be noted with a numerator (indicating the number of hours worked on the job, refused, N/R or N/A) and a denominator (indicating the cumulative number of overtime hours charged.) Those officers who are not called shall be indicated with an N/C for the numerator and the cumulative number of extra job hours previously charged for the denominator.

(h) When hiring for multiple jobs, officers will be contacted by eligibility. The first officer reached (or to call back) will be offered one job from the package of jobs to help expedite the hiring process.

(i) Upon being contacted for an extra job opportunity, officers will be given up to two (2) hours to call back (unless a specific job dictates immediate hiring). If the officers do not call back during this period, they will be designated at Not Reached "N/R" and the Administrative Assistant will move on to the next eligible officer.

(j) The Administrative Assistant in the Administrative Division will be responsible for the Extra Job Log.

(k) Should any officer notice an error in the Extra Job Log, the matter will be brought to the attention of the Administrative Assistant in Administration, and s/he will be the only one (unless the Chief authorizes another person) to make adjustments.

(l) Officers are responsible to provide the Administrative Assistant with a phone number that they want to be reached at (i.e., home phone, cellular phone, pager, etc.)

ARTICLE 15

VACATIONS & PERSONAL DAYS

Section 1.

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

accrue paid vacation leave at the rate of two (2) working days for each month for which he is compensated for at least ten (10) days.

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

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

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

Section 2.

Vacation leave may be taken by an Employee at any time after its accrual, subject to the approval of the Chief. Each Employee may accumulate vacation leave accruing under the provisions of this Agreement not to exceed forty-five [45] working days in total. The use of accumulated vacation days shall be subject to the provisions of Section 3 hereof.

Section 3.

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

(a) Seniority in rank within a division shall be the governing factor in choice of vacation dates, subject however, to the limitation set forth in paragraph (c), below.

(b) During the first full calendar week of January, a vacation schedule shall be posted on the bulletin board in the classroom. The vacation schedule shall begin with the First (1st) full calendar week of February and end with the last full calendar week of January the next calendar year. Employees, in accordance with all other applicable provisions of this Article, may elect vacation periods on a consecutive two (2)-week basis or may elect a one (1) week vacation period.

(c) No more than one (1) member of each watch in the patrol division and no more than one (1) person per division from the other divisions may be on vacation at any time, except as may be approved by the Chief [see item (d)].

(d) The use of converted sick leave-personal days (up to three [3] days per year per employee per calendar year) shall be exempted from Section (3)(c) of this Article and need not require the pre-approval of the Chief except in circumstances where the day being requested falls on a holiday or during exigent circumstances.

(e) If an Employee on a seniority basis elects to take one (1) week's vacation on his initial selection, he may elect additional vacation periods after all other eligible Employees have selected, initially, their preferred vacation period from the available schedule. The selection of secondary vacation periods either in one (1) or two (2) week periods shall be done on a seniority basis in accordance with all other provisions of the Article. If additional vacation time is available, the Employee, on a seniority basis, may select from the remaining available vacation periods in either a two (2) consecutive week period or a one (1) week period.

(f) Accumulated vacation pay shall be given to Employees upon termination or retirement from the Police Department. In the event of an Employee's death, his accumulated vacation pay shall be paid to his surviving spouse and/or minor children.

ARTICLE 16

DEATH IN THE FAMILY

Section 1.

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

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

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

Section 2.

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

Section 3.

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

ARTICLE 17

INSURANCE AND RETIREMENT

Section 1. Workers Compensation

The Employer shall provide Workers' Compensation to its Employees.

Section 2. Health Insurance Coverage

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 3. Employee Health Insurance Premium Payment

A. 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. 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	1/1/2018
Minimum Rate – 15%	$90.63	$99.69	$109.66	$120.63
MxHIP Rate – 25%	$147.18	$161.90	$178.09	$195.90

Employees hired after September 1, 2007

%	1/1/2015	1/1/2016	1/1/2017	1/1/2018
Minimum Rate – 20%	$117.89	$129.67	$142.64	$156.90
MxHIP Rate – 30%	$192.03	$211.23	$232.36	$255.60

Section 4. 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 5. Health Insurance Opt Out

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 6. 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.

Section 7. Health Reimbursement Arrangement

For Employees enrolled in the MMEHT PPO 500 health insurance plan, the Employer shall on each January 1st of each calendar year 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~~ $1,200; Family, Employee-spouse and Employee-Child plans: ~~$2,000~~ $2,400. NOTE: FOR CALENDAR YEAR 2017 THE EMPLOYER SHALL ADD AN ADDITIONAL $200 FOR SINGLES AND $400 FOR FAMILY, EMPLOYEE-SPOUSE AND AND EMPLOYEE-CHILD PLANS ON 7/1/17.

Section 8. Flexible Benefits Plan

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

Section 9. Dental Insurance

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

Section 10. MePERS Retirement

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

Section 11. Retirement Stipend

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 12. Retirement Health Savings (RHS) Plan

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

(a)For Employees with:

Less than 600 hours, no contribution;
601 hours and above: Four [4] days

(b) Annual Contribution Maximum: Four (4) days

(c) This subsection shall be in effect for the FY12 contribution to be deposited July 2012. Any contributions previously deposited by employees under the prior contract shall remain in their RHS accounts and be unaffected hereby.

ARTICLE 18

OVERTIME WORK

Section 1. Rate of Pay

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

Section 2. Overtime Equalization

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

Section 3. Assignment of Overtime

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

Section 4. Non-Scheduled Duty

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

Section 5. Compensation Time Option

An Employee at his/her option, may elect to accumulate compensatory time off to a maximum of 150 hours at the rate of time and one half (1 ½) rather than receive overtime pay for hours worked outside of the Employee's regularly scheduled hours of work. These hours may be carried indefinitely except in the event of a promotion, unused compensatory time must be either used or cashed-out at the pre-promotion rate.

ARTICLE 19

SETTLEMENT OF GRIEVANCES

Section 1.

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

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

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

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

Step 4. In the event the grievance remains unresolved or the decision of the Human Resources Director is unsatisfactory at Step 3, the aggrieved member, his/her representative or the Union may submit any/all of the issues involved to binding arbitration by giving written notice of such intention to the City Administrator within ten (10) administrative work days after receiving the decision of the Human Resources Director. If the parties are unable to agree upon an impartial arbitrator within ten (10) administrative work days of the date when notice of intent to proceed with arbitration is given, either party many request the appointment of an arbitrator by the American Arbitration Association and the proceedings shall, thereafter, be taken in accordance with the rules of the Association. The decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall have no authority to add to, subtract from or modify any provision of the Agreement.

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

Section 2.

a) All of the time limits contained in this Article shall be firm and final, subject only to extension by mutual written agreement in advance of the expiration of a time limit.

b) Should the Employee fail to appeal the grievance within the specified time limits, the grievance shall be considered to have been concluded on the basis of the Employer's last decision.

c) Should the Employer fail to render a decision within the time limits specified for it, it shall be deemed to have denied the grievance at that step.

d) The Union's written grievance and appeal, if any, shall be given to the City Administrator, with a copy to the City Personnel Director. The City's written responses at Steps 2 and 3 shall be given to the grievant, with a copy to be furnished to a Union representative.

e) All processing of grievances at all steps, including arbitration, shall be done so as not to interfere with the performance of the assigned functions of any employees who are on duty.

ARTICLE 20

COMPLAINTS FROM THE PUBLIC

Section 1.

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

A hearing shall be held between the Chief, the Union Steward and/or Union Representative, and/or the Employee concerned and the person making the complaint at a time and date agreed upon by the parties within five (5) days after receiving the complaint; provided that if no agreement on time and date is reached within ten (10) days thereafter. The Chief of Police shall make a good faith effort to have the complainant appear at the hearing. Failure of the complainant to appear shall not in itself constitute grounds for dismissal of the complaint.

Section 2.

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

ARTICLE 21

DISCIPLINE OF OFFICERS

Section 1. Union Representation

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

Section 2. Union Representation Waiver

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

Section 3. Just Cause

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

Section 4. Notice Requirement

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

Section 5. Grievance Filings

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

Section 6. Request for Disciplinary Materials

After disciplinary action by the Police Chief and upon receipt of a written request by the disciplined officer, the Chief shall provide a copy of the complaint and a summary of the investigation report. If confidential or privileged material has been utilized, it shall be noted as such in the summary report. Said officer shall have an opportunity to review documentation utilized to support the decision to impose discipline. Said officer may then authorize the release of the investigative report to either the Union or his attorney.

Section 7. Sick Leave Discipline

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 22

GENERAL PROVISIONS

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

ARTICLE 23
BULLETIN BOARDS

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

ARTICLE 24
RULES AND REGULATIONS

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

ARTICLE 25

UNIFORMS PROTECTIVE CLOTHING & OTHER STIPENDS

Section 1.

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

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

Section 2.

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

Section 3.

f) The Employer shall annually provide to the Union at no cost to the Employee, three (3) protective vests of adequate threat level and suitability for issuance to members of the bargaining unit. Such issuance is to be determined by the Union. Adequate threat level and suitability to be mutually determined and agreed upon prior to purchase and issuance to satisfy individual need and comfort to the user. If no agreement is reached, the Chief shall make the final decision.

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

Section 4.

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

Section 5.

On the condition that unit Employee personal cell phone numbers are provided to authorized personnel for city business purposes, all unit Employees shall be issued $30 stipend for each month with the following exception: For FY14, cell phone stipends shall be issued beginning on the first payroll date following the signing of the FY14 collective bargaining agreement, pro-rated in accordance with the number of calendar days remaining in the contract signing month.

Section 6. HAZMAT Stipend

Any member that has received certification as a HAZMAT technician shall receive an annual stipend of $200.00. Stipend to paid out in second pay period of December of each year.

ARTICLE 26

MANAGEMENT RIGHTS

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE 27

NO STRIKE

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

ARTICLE 28

RESIDENCE

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

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

ARTICLE 29

PERSONNEL POLICIES

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

ARTICLE 30

TRANSPORTATION

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

ARTICLE 31

LABOR-MANAGEMENT COMMITTEE

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

ARTICLE 32

LIABILITY INSURANCE

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

ARTICLE 33

PHYSICAL EXAMINATIONS

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

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

ARTICLE 34

TERM

The term of this Agreement shall cover the period beginning July 1, 2014 and shall remain in full force and effect through June 30, 2017. Should the parties fail to reach agreement by the expiration date, the terms and conditions of this Agreement, including automatic step increases, shall continue to be in full force and effect until a successor Agreement is reached.

ARTICLE 35

LEAVE OF ABSENCE AND MILITARY LEAVE

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

ARTICLE 36

ALERT

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

ARTICLE 37

MISCELLANEOUS

In the event that the City approves a collective bargaining agreement with another City of Lewiston bargaining unit that provides for a FY18 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 15th **day of** August, 2016.

CITY OF LEWISTON

By:
Ed Barrett
City Administrator

LEWISTON POLICE SUPERVISORY COMMAND UNIT

By:
Rob Ullrich
President

By:
Daniel R. Felkel, Esq.
MAP Representative

APPENDIX A

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

(1) Remains with the City upon separation.
(2) Remains with the Employee upon separation.
(R) Remains with Employee on retirement; Police Chief's discretion on other separation.

The items of clothing listed below are permitted for purchase by officers assigned to S.E.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 the FY15-16-17 collective bargaining was the date of the first "Qualifying Period" of this program and will end on the day before the participant's HCE appointment for the 2017 health insurance coverage year.

ii. All subsequent "Qualifying Periods" will 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

Male	Ratio less than 42%: underweight
Female	Ratio 42% to 48%: healthy weight
	Ratio 49% to 57%: overweight
	Ratio over 58%: obese

Women:

- **Ratio less or equal to 48%=full compliance at applicable 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.

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 ☐

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

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 ☐

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

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 ☐

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

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

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

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

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

I N D E X

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