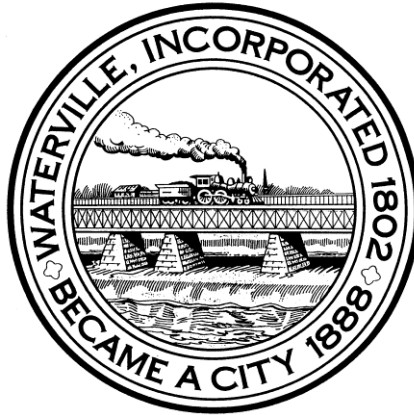


COLLECTIVE BARGAINING AGREEMENT

Between



CITY OF WATERVILLE

and

**NATIONAL FRATERNAL ORDER OF POLICE
For the
WATERVILLE POLICE PATROL OFFICERS' UNIT**

July 1, 2021 through June 30, 2024

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ARTICLE 1 - AGREEMENT

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

ARTICLE 2 - RECOGNITION

Section 1: Certified Unit.

The City hereby recognizes that the Union is the sole and exclusive representative of all employees of the City's police department, except the Chief, Deputy Chief, Captains, Lieutenants, Sergeants, Secretary, Matrons, Crossing Guards, Dispatchers, Reserves, Youth Service Director and all Specials for the purposes of bargaining with respect to wages, hours of work and other conditions of employment.

Section 2: Bargaining Unit Jurisdiction.

It is the intent of the parties that no reserve, special, private security services, or any other named law enforcement personnel shall be used to take away or replace a regular police officer in the regular or outside details requested through the Police Department, except where all regular officers are unavailable or have refused the detail.

ARTICLE 3 - UNION SECURITY

Section 1: List of Union Officers.

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

Section 2: Non-Discrimination.

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

ARTICLE 4 - CHECKOFF

The City shall deduct regular monthly dues and initiation fees upon receipt of signed authorizations from the Union members (a copy of which is to be retained by the City) and a certified statement from the Secretary-Treasurer of the Local Union as to the amount of the dues. The City shall forward all such dues so collected to the Secretary-Treasurer of the Local Union before the end of each month in which deductions were made. The Union agrees to hold the City harmless for honoring the

check off obligations contained herein. The Union further agrees that should the City be sued, or become involved in litigation or administrative proceedings, by reason of the above check off provision, and this specifically includes a prohibited practice complaint under Chapter 9A, Title 26, then, in any of these events, the Union will indemnify the City for any damages declared owed by the City and will assume all cost of defending such action including attorney's fees. A copy of the applicable authorization card is appended to this Agreement as Appendix A.

An employee may by written authorization in a form provided by MAP, have deductions made from wage payments on a periodic basis designated by the authorizing employee.

ARTICLE 5 - PROBATIONARY PERIOD

Section 1: New Employees.

All new employees shall serve a probationary period of one year from the date of graduation from MCJA in accordance with applicable state statutes as may be amended. Those new employees who have graduated from MCJA prior to employment with the City shall serve a probationary period of six (6) months. Employees having completed the probationary period shall be known as regular employees and the seniority date shall revert back to the date of original hire. For purposes of this Article, "date of original hire" shall mean the day the employee starts working. The City shall have the right to terminate the employment of any new employee during the probationary period.

Section 2: Union Obligations; Seniority; MSRS.

The employee's obligations to the union as set forth in Article 3 and 4 shall not be affected by the probationary period. The reference to seniority date in Section 1 applies specifically to Article 7, but has no application to Article 8, Section 7 dealing with overtime vacancies. Employee and employer obligations under the Maine State Retirement System remain in effect from the date of original hire.

ARTICLE 6 - TRAINING/EDUCATION

Section 1: Training.

Employees who are required to attend the MCJA basic training program will be sent to such training within one year of being hired, unless circumstances require the training to be delayed as allowed by MCJA policy. The City will from time to time, as the City requires, send employees to courses and/or seminars. It is the City's prerogative to select those courses or seminars and the type of training necessary, and to make assignments for the course or seminar study. The City shall give consideration to all employees for this training and shall endeavor to equalize training as it pertains to the employees within the bargaining unit.

All employees will receive training to fulfill state mandatory training topics and training hours. All training opportunities shall be posted for staff and management shall have the discretion to determine which personnel will attend.

Section 2: Educational Stipend.

An employee who holds a college degree will be compensated on a weekly basis upon submission of proof of the degree to the Police Chief or his/her designee with a copy to the Human Resource Officer. Said documentation shall be placed in the officer's personnel file.

An additional amount will be added to the employee's base rate of pay when calculating overtime but is not included in any COLA increase.

DEGREE	WEEKLY STIPEND	ADDITIONAL HOURLY FOR OVERTIME
Associates	\$ 9.62	\$ 0.23
Bachelors	\$ 15.39	\$ 0.37
Masters	\$ 20.20	\$ 0.49

The educational stipend shall be paid to newly hired employees only after the first six (6) months of their employment has been completed. In no event shall an employee receive more than one stipend, even if the employee holds multiple degrees.

An employee that earns a college degree during a contract year will not receive the stipend until the following July 1.

Section 3: Tuition Reimbursement.

Employees may elect courses or programs to further their education or professional development. Credit hour courses in a degree program will be considered Employee-initiated and will be paid out of the Personnel training budget. The number of employees allowed to participate per semester will depend on the funds available.

Course/tuition reimbursement requires pre-approval with preference given to employees taking courses that relate directly to their current positions and remaining funds to employees taking courses to improve skills for career advancement purposes.

In order for more employees to be eligible for tuition reimbursement, the City will reimburse an employee up to the amount listed below per class:

- Undergraduate Class - \$600
- Graduate Class - \$1,000

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

- A - 100%
- B - 75%
- C - 50%
- D, E, F, Incomplete - 0% of the tuition rate.

Textbooks and all other expenses are the responsibility of the employee.

Employees receiving tuition/course reimbursement agree to reimburse the City for tuition costs if the employee does not remain in the employ of the City for a period of one year following the last completed course or block of training.

Requests for course/tuition reimbursement shall be submitted on the "Pre-Approved Tuition Request and Tuition Reimbursement Request" form prior to enrolling to ensure adequate funding is available. The form outlines the procedures for making requests and receiving reimbursement(s).

Section 4: EMT Stipend

The annual stipend for an EMT certificate, which must be updated periodically, will be \$200.00. An additional amount will be added to the employee's base rate of pay when calculating overtime but is not included in any COLA increase.

STIPEND	WEEKLY STIPEND	ADDITIONAL HOURLY FOR OVERTIME
EMT Stipend	\$ 3.85	\$ 0.09

ARTICLE 7 - SENIORITY

Section 1: List Established.

A seniority list shall be established annually (July 1) listing all the employees covered by this Agreement, with the employee having the greatest seniority (years of service) listed first. Seniority shall mean length of continuous service. Seniority shall be a major factor in all matters affecting permanent work shift assignments and shall be the governing factor in all matters affecting layoff, recall, and vacation preference, provided all other qualifications are equal.

In matters within the detective division, such as, but not limited to, vacation requests, overtime shifts, vacancies, etc., seniority shall be recognized as commencing on the day of promotion into the detective division.

Section 2: Order of Lay Off.

In the event that it becomes necessary for the City to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority by classification (in descending order: Sergeants, detectives, and patrol officers) with bumping rights, provided they are qualified. All affected employees shall receive a two (2)-calendar week advance notice of layoff, and the City shall meet with the affected employees prior to the actual occurrence of the layoff. Employees shall have the right to be recalled from layoff, according to their seniority, for eighteen (18) months following such layoff period. No new employees shall be hired until all employees on layoff status have been afforded recall notices. Should a need arise to lay off a member of the detective classification, such layoff shall be by last in first out method (LIFO) within that classification.

Section 3: Objections to Seniority List.

The Chief's office is responsible for maintaining and posting a current seniority list annually (July 1). Objections to the seniority list shall be made by the affected employee having the obligation to make such objection within thirty days of the annual posting. After such thirty- (30) day period, the seniority list shall be deemed correct for all purposes.

ARTICLE 8 - VACANCIES

Section 1: Definition of Promotional Vacancy.

Promotional vacancies for the purposes of this contract are advancements from the grade of patrol officer to detective or sergeant. Should new job classification positions be created within this bargaining unit, which would be a promotion, the same conditions of filling, the promotional vacancy shall apply.

Section 2: Detective Promotions.

The process of filling a detective promotional vacancy shall be fair and all employees meeting the minimum qualifications shall be allowed to apply and compete for the position. The minimum qualifications are:

- Not on any type of probationary status;
- Minimum one year City of Waterville experience in law enforcement as a police officer prior to the testing for the promotion. Years of experience in Waterville will be measured from the last date of hire only.

Section 2(a): Sergeant Promotions.

The process of filling a sergeant promotional vacancy shall be fair and all employees meeting the minimum qualifications shall be allowed to apply and compete for the position. The minimum qualifications are:

- Not on any type of probationary status;
- Minimum three (3) years' experience in law enforcement, which includes at least three (3) years of City of Waterville experience as a police officer prior to testing for the promotion. Years of experience in Waterville will be measured from the last date of hire only.

Section 2(b): Acting Sergeant

When a member of the bargaining unit is absent from work for ten or more weeks due to a long-term illness or for another purpose, the Chief of Police may promote a member of the Patrol Officers' Unit to the position of Acting Sergeant for the purpose of filling the position as described below.

1. To the extent that an eligibility list exists, the Police Chief will appoint a temporary Sergeant from that list. If necessary, the Chief will appoint a temporary Detective to fill the position created by the appointment of a Detective to temporary Sergeant.
2. If a promotional eligibility list does not exist, the Chief will immediately take steps to commence the promotional process,

leading to an eligibility list.

3. The temporary appointees will hold their positions until the Sergeant returns to work.
4. If the Sergeant returns to work within one year and then goes out on leave again, the Chief will re-appoint the temporary Sergeant (and Detective if necessary) who held the temporary position before the Sergeant returned to work. If the individual(s) who held the temporary position(s) is no longer able or willing to fill it, then the Chief will appoint the temporary Sergeant (and Detective as necessary) again, utilizing the eligibility list currently then in effect, if one exists. If such a list does not exist, the Chief shall take the steps referred to in Paragraph 2 above.
5. If a permanent Sergeant or Detective vacancy occurs, the temporary appointee will have the right of first refusal for the position, provided they are not subject to any serious departmental disciplinary procedures.
6. If the Sergeant returns to work, the temporary appointees will be returned to their former positions and shifts, but not necessarily in the same slot.
7. Temporary appointment of Sergeant is subject to Article 5, Section 1, of the Collective Bargaining Agreement for Commanding Officers. All time spent in the Sergeant's position shall be applied and credited to the probationary period for any present or future appointment to Sergeant.
8. Applicable rates of pay, hours of work, and overtime definitions shall be observed in accordance with the duties performed.

Section 3: Testing.

Testing for the detective promotion shall be:

- The City will post the promotion vacancy for at least ten calendar days and applicants must apply in writing to the Chief or designate.
- A written standardized test chosen by the City and administered and scored by a neutral third person not associated with the City. 30% of the total score.
- Employee Evaluations. The three most recent evaluations will be used. If there are less than three evaluations available, then the number available will be used. 20% of the total score
- A written essay test reviewed and scored by two people; one chosen by the Chief of Police and one chosen by the bargaining unit. Candidate's identities are absent from the tests and are not to be known to the evaluators. 20% of the total score
- Oral interview in front of a review panel consisting of one sworn chosen by the union, one civilian chosen by the union, one sworn chosen by the City and one civilian chosen by the City. The civilians may not be employees of the police department and the sworn personnel must be at least the rank of detective. Additional members may be added to the

panel if the union and city agree. 20% of the total score.

- Seniority shall be calculated for up to 10% of the total score with each year of law enforcement service with the City of Waterville counting as one point per year up to a maximum of 10 points. Years of service shall be measured from the posting of the promotion backwards to the date of hire with all such years rounded up or down to the closest full number.

Section 3(a): Sergeant Testing.

Testing for the sergeant promotion as follows. This process will also be followed to fill the Detective Sergeant and Communication Sergeant positions.

- The City will post the promotion vacancy for at least ten calendar days and applicants must apply in writing to the Chief or designee.
- A written standardized test chosen by the City and administered and scored by a neutral third person not associated with the City. Twenty percent (20%) of the total score.
- Employee Evaluations. The five most recent evaluations will be used. If there are less than five evaluations available then the number available will be used. Thirty percent (30%) of the total score.
- A written essay test reviewed and scored by two people; one chosen by the Chief of Police and one chosen by the bargaining unit. Candidate's identities are absent from the tests and are not to be known to the evaluators. Fifteen percent (15%) of the total score.
- Oral interview in front of a review panel consisting of one sworn officer chosen by the union, and one civilian chosen by the union, one sworn officer chosen by the City and one civilian chosen by the City. The civilians may not be employees of the police department and the sworn personnel must be at least the rank of detective. Additional members may be added to the panel if the union and City agree. Twenty-five (25%) of the total score.
- Seniority shall be calculated for up to 10% of the total score with each year of law enforcement service with the City of Waterville counting as one point per year up to a maximum of 10 points. Years of service shall be measured from the posting of the promotion backwards to the date of hire with all such years rounded up or down to the closest full number.

Section 4: Psychological Test.

The City has the option to have all candidates interview or test with a psychologist to determine suitability for filling the promotional position.

Section 5: Selection Process.

The Chief will select from the three candidates having the highest scores. After each selection, the next officer in order of score will be added to the list of three and future promotions are made as stated above. The list referred to herein shall have an effective life of no more than 12 months measured from the date of creation of the list. If less than three employees are on the promotional list, the City has the option of retesting to bring the list up to a minimum of three people. Those people on the existing list shall be afforded the opportunity to be retested if they so desire and the City requests a retest.

Section 6: Department Vacancies.

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

Section 7: Overtime Vacancies.

Overtime for outside details will be available to patrol and detectives by seniority on a rotational basis. Overtime of City details will be offered to the patrol officers by seniority on a rotational basis, then to the detectives by seniority on a rotational basis. The employee is responsible for providing a current phone number. The Sergeant need call an employee's phone number as provided twice only. If the number is busy or there is no answer, the Sergeant shall call the next employee on the list. The Sergeant shall advise the employee of the nature of the overtime vacancy.

A patrol officer who has refused an overtime vacancy for a particular shift may be called again for any other overtime vacancies occurring on the same shift. Calls to fill overtime vacancies shall be made no later than two (2) hours prior to the commencement of the shift.

In the event the overtime vacancy cannot be filled according to the above procedure, the regular employee with the least seniority shall be ordered to work the vacancy provided however, that the affected employee is not on vacation, or sick leave and has not worked the twenty-one (21) hours preceding the overtime vacancy and is not scheduled to work the following shift.

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

Section 8: Specialty Positions (SRO, South End, MDEA):

Any employee that is on any form of probation will be ineligible for these positions. If all eligible employees have declined the position, probationary employees will be eligible for the position.

ARTICLE 9 - VACATIONS

Section 1: Entitlement.

Employees shall be entitled to vacation benefits as follows:

- a) After three (3) months of continuous employment - One Week

- b) After one (1) year and through five (5) years' continuous employment - Two weeks, provided paid vacation under (a) above has not been exercised.
- c) After five (5) years and through seven (7) years' continuous employment - Two weeks plus two days.
- d) After seven (7) years and through ten (10) years of continuous employment - Three weeks
- e) After Ten (10) years and through Fourteen (14) years of continuous employment - Three weeks plus two days
- f) After Fourteen (14) years and through Seventeen (17) years of continuous employment - Four weeks
- g) After Seventeen (17) years and through Twenty (20) years of continuous employment - Four weeks plus two days
- h) After Twenty (20) years of continuous employment - Five weeks.

Section 2: Rules Governing Vacation.

The vacation period shall run from July 1, to June 30 of the following year. Vacation accrues on July 1 of each year with the exception of the first year of employment when it accrues on the anniversary date. During the year, when an employee receives a step increase in vacation the step increase portion of vacation does not vest until the employee's anniversary date. When an employee's anniversary date falls too close to the end of the fiscal year to use his/her vacation time, the employee will be able to carry over the unused vacation time to the first six (6) months of the next fiscal year.

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

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

In the event of an employee's death, all vacation pay due the employee shall be paid to the same beneficiary designated by the employee on the form to be provided to the City by the employee.

A week of paid vacation is defined as the dollar equivalent of forty-two multiplied by the applicable regular hourly wage rate of the employee. A day of paid vacation is defined as one-fourth (1/4) of a week's paid vacation.

Except in an emergency circumstance, as designated by the Chief of Police or his/her designee, any officer who takes at

least two days of vacation time attached to their regularly scheduled days off shall have protection from order in for overtime until their next regularly scheduled workday.

Section 3: Earned Paid Leave

Effective July 1, 2021, the City is required to provide up to forty (40) hours of earned paid leave in a year to covered employees, in accordance with the State of Maine law, 26 MRSA § 637.

Section 3a – Covered Employees

All employees in this bargaining unit are considered covered employees under the Earned Paid Leave (EPL) law.

Section 3b – Accrual Rate

Employees are entitled to earn one hour of paid leave for every forty hours worked, up to forty hours in one year of employment. Employees receive more vacation leaven than is required under the regulations of the EPL law. See Section 1, Entitlement, for accrual amounts.

The first forty (40) hours of vacation leave used each fiscal year will be considered EPL.

Section 3c – Use of Earned Paid Leave

An employee may begin using EPL after 120 days of employment. EPL will be paid at the employee’s rate of pay as established in the week immediately prior to taking the EPL in accordance with the Department of Labor. EPL can be used for any purpose, however the following notification for use is required.

Section 3c1 – Unforeseen Emergency

An employee taking EPL for an emergency, illness, or other sudden necessity where advance notice may not be feasible, must give notice to the Department Head and/or Supervisor as soon as practicable. An emergency or sudden necessity under the EPL is defined as anything within reason that is unforeseen and requires the employee to interrupt their work schedule. This includes the care for a person not related to the employee. Written documentation may not be required unless EPL is used over three days, but employees are required to provide a general description of the need for leave time. For example: illness of a child, illness of a day-care provider; transportation issue.

Section 3c2 – Planned Leave

An employee taking EPL for planned leave, whether it be for an appointment, personal day, or vacation, shall provide at least three (3) weeks prior notice to the Department Head of their intent to use their EPL. Department Heads may waive the three week notice if approval of the leave will interfere with the overall operations of the department. Employees will follow this notification requirement for the first forty (40) hours of accrued vacation leave each fiscal year. After that, notification will follow section 2 of this Article.

Section 3c3 – Denial of EPL Use

Department Heads may deny employees time off, other than for an emergency, illness, or sudden necessity. The Department Head can also restrict dates that such time off may be granted. Examples of department hardship may include department staffing, events, disasters, or weather emergencies. This is not an all-inclusive list. The Department Head can deny a requested date of use if it significantly impacts departmental operations.

ARTICLE 10 - HOLIDAYS

Section 1: Holidays Observed.

The following days are paid holidays:

January New Year's Day

January	Martin Luther King's Birthday
February	President's Day
April	Patriot's Day
May	Memorial Day
June	Juneteenth
July	Independence Day
September	Labor Day
October	Indigenous People's Day
November	Veteran's Day
November	Thanksgiving Day
December	Christmas Day

Where applicable, any day declared a holiday by the President of the United States, the Governor of the State of Maine, or the Mayor of the City of Waterville, in addition to the above, shall qualify employees for a paid ten and one-half (10-1/2) hour day.

Section 2: Holiday Pay.

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

Section 3: Pay for Absence on Holiday.

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

ARTICLE 11 - SICK LEAVE

Section 1: Computation.

Effective July 1, 2021, sick leave shall be computed at the rate of 180 hours (15 days) annually and may be accumulated to a maximum of 1440 hours (120 days). Such leave shall be granted upon application in writing before or within a reasonable time after the absence, depending on the circumstances of each case; provided however, in utilizing sick leave in conjunction with Article 18 Workers' Compensation Leave, the requirements of Article 18 Section 4 C (1) must be adhered to.

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

Section 2: Accumulation.

An employee, no matter when employed, may accumulate a total of Twelve hundred sixty (1,260) hours of paid sick leave.

The accumulated hours of paid sick leave provided for in this section 2 may only be used for purposes of non-work-related, personal illness and as provided for in Article 18, Section 4C(1).

Section 3: Use of Leave Time.

The only reasons for sick leave are personal and family illnesses. Sick leave may be used when the employee, due to illness or injury, is unable to perform the functions of his or her position, or when it is necessary for the employee to provide care to a family member with an illness or injury. Any employee gainfully employed, or acting as an independent contractor while receiving paid sick leave benefits, will be disqualified from any entitlement under this Article. The employee who has, while being gainfully employed or acting as an independent contractor, received benefits under this article, shall reimburse the City for the amount of benefits paid. Failure to reimburse the City, shall result in withholding the annual grant of One hundred fifty-seven and 1/2 (157.5) hours of paid sick leave benefits provided for in Section 1 herein, until the amount of hours improperly paid out are accounted for. Reasonable efforts will be made to schedule routine medical and dental appointments during off-duty hours.

For the purposes of this article, "family" shall include children, spouse, parents, registered domestic partners, legal wards, or stepchildren living within the employee household. While stepchildren must live within the employee household, children of the employee may share a residence with other parent.

The City will follow all state and federal laws concerning Family and Medical Leave.

Section 4: In Excess of 3 Days.

After three (3) consecutive days of illness or where illness is at frequent intervals causing an absence from work, the employee may be required by the employer to obtain a statement from a physician of the employee's choice stating the specific nature and the projected duration of the illness. If the employer disagrees with the statement of the employee's physician, the employer has the right to require the employee to undergo a physical examination by a physician designated by the City. If the physician designated by the City disagrees with the conclusion reached by the employee's physician, benefit payments hereunder will cease. Failure of the employee to meet and submit to a physical examination by the physician selected by the City will also cause benefits to cease. The employee may request that the question of his or her physical condition be submitted to a third physician mutually selected by the parties. Such request shall be made within seven (7) calendar days from the date of the results of the City-designated physician or ten (10) calendar days from the date of certified mailing. Agreement on the selection of the third physician shall not be unreasonably withheld and the cost of such physician will be borne equally by the parties. The opinion of the third physician shall be final and binding. The employee must submit to a physical examination if the third physician deems such examination is necessary to a determination. If the third physician concurs with the employee's physician, all sick leave benefits will be restored and employee will be made whole.

Section 5: Certificate of Fitness

Any employee returning to work from a major injury or illness, whether job related or not, shall be required to obtain a certificate of fitness from the employee's physician to the effect that the employee can perform the duties of the employee's position. If the City disagrees with the employee's physician, the City may require employee to submit to examination by the City physician. In the event the City's designated physician disagrees as to the ability of the employee to perform the normal duties of

the job position, the question of the employee's ability to perform the normal duties of the job position may be submitted to a third physician. Such third physician shall be mutually agreeable to the parties and such mutual agreement shall not be unreasonably withheld. The cost of the third physician shall be borne equally between the parties. The decision of the third physician as to the employee's ability to perform the normal duties of the job position shall be final and binding. If required, the employee shall submit to a physical by the city's physician and the third physician. If the third physician concurs with the employee's physician, the City shall pay employee for all lost wages and benefits from the time the employee attempted to return to work.

In the event that the employee is determined not able to perform the normal duties of the job position, the employee may request accumulated, but unused, sick leave benefits. Any entitlement to workers' compensation benefits will be provided for in accordance with the law. The employee shall retain seniority accumulated to the date of the third physician's determination and such accumulated seniority shall be reinstated if the employee returns to work at some date in the future. Any return to work in the future is subject to the provisions of this Section 5.

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

Section 6: Definition of Physician.

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

Section 7: Paternity Leave

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

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

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

Section 8: Sick Free Incentive

The City agrees to grant one personal/convenience day off with pay to employees who go twelve (12) months (July 1 – June 30) without utilizing any sick leave. One day will be equivalent to 12 hours.

ARTICLE 12 - BEREAVEMENT LEAVE

In the event of death occurring in the immediate family of an employee, (including mother, father, spouse, son, daughter, step-children within the household, sister, brother, mother-in-law, father-in-law, grandparents, both maternal and paternal, step-parents and other members of the immediate family at the discretion of the Chief of Police, and such request shall not be unreasonably withheld), that member shall be granted up to four (4) days off, without loss of pay following the day of death and one day of interment if that day does not fall within the previous four days off. Any such day off granted may include "regular scheduled days off". It is understood that no pay shall be received for scheduled days off, and the time is not to be charged against sick leave.

In the event of the death of an aunt, uncle, brother or sister-in-law or spouses grandparents, one (1) day off shall be granted.

ARTICLE 13 - GRIEVANCE PROCEDURE

Section 1: Definition and Procedure.

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

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

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

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

Section 2: Right to Examine Time Sheets.

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

Section 3: Time Limit Extended.

Failure to follow time deadlines in Steps 1, 2, and 3 of the grievance procedures shall be a bar to proceed further in the grievance process, unless the time limits are extended and confirmed by written consent of both parties.

ARTICLE 14 - DISCHARGE OR SUSPENSION

Section 1: Rules.

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

Section 2: Wages and Due and Owing.

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

ARTICLE 15 - PROTECTION OF PROPERTY AND EQUIPMENT

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

ARTICLE 16 - RULES AND REGULATIONS

Section 1: Changes.

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

Section 2: Work Rules.

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

Section 3: Compliance.

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

ARTICLE 17 - SAFETY

Section 1: Right to Make Rules.

The City shall have the right to make regulations for the safety and health of employees during their hours of employment. Representatives of the city and the Union may meet at the request of either party to discuss such regulations.

The Union agrees that employees of the Department will comply with Departmental Rules and Regulations regarding safety.

Section 2: City's Responsibility for Safe Equipment.

It shall be the responsibility of the City to furnish all employees with equipment that will be operational and safe for use. If the equipment is not operational and safe for use, the City will make it such before it is used by the employee. The City will determine if the equipment is safe and operable. After the initial issue of the uniform clothing and equipment listed on Exhibit B, it shall be the employee's responsibility to use the clothing allowance to replace all such items, except the gun, helmet and protective vest.

ARTICLE 18 - WORKERS' COMPENSATION LEAVE

Section 1: Procedure of Payment.

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

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

B. Procedure when question of compensability is not an issue.

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

C. Procedure where question of compensability is in dispute.

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

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

this subsection is to make the employee whole if sick leave/vacation accounts have been charged.

Section 2: Cessation.

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

- a. Return to work;
- b. Employment, part-time or full-time, with an employer other than the City of Waterville; provided however, part-time employment as a part of a planned rehabilitation program in accord with the law, is permissible if the part-time wages, as confirmed by check stubs, are offset against employer's obligations hereunder;
- c. Self-employment as an independent contractor;
- d. Expiration or termination of a workers' compensation award of total incapacity;
- e. Termination of employment; and
- f. Refusal or failure to negotiate insurance carrier checks to the order of the City of Waterville.

Section 3: Employed After 7/1/85.

An employee hired after July 1, 1985, may request payment of sick leave benefits as outlined in Section 1(A). If the employee receives a compensation award, all rights to utilize sick leave benefits ceases as of the effective date of the award. Entitlement to this award is conditioned on the fact the employee has sustained a personal injury arising out of and in the course of employment, has filed a claim in the manner required by state law, and the injury has been ultimately determined to be compensable within the requirements of the Workers' Compensation Act.

Sick leave used in the circumstances described in the above paragraph will not be recredited unless the compensation award, and the accompanying insurance check, includes a period of time for which sick leave benefits have been paid. If the compensation award, and the accompanying check or checks, include a period of time for which sick leave benefits have been paid, the employee must negotiate the award check or checks to the order of the City. Award checks negotiated to the City shall result in a recrediting of sick leave on the basis of every dollar of compensation award to be equal to the same number of dollars of gross payroll paid out in sick leave benefits. The employee has the option to pay back any difference in the recredit of sick leave benefits up to the total amount of sick leave gross dollars paid out. This option must be exercised by the employee within one year upon return to work.

ARTICLE 19 - INSURANCE

Section 1: Health Insurance Coverage

All regular, full-time employees are eligible for coverage under the Maine Municipal Employees Health Trust, which provides for health and major medical, and prescription drug benefits. When elected by the employee, coverage becomes effective the 1st of the month following date of hire.

Effective July 1, 2019, the City offers two plans

a) PPO-500

The City will provide employees insurance coverage at 77.5% of the premium cost and the employee will contribute 22.5% of the premium cost of the elected coverage under this plan. The City will also annually fund a Health Reimbursement Account (HRA) as noted below:

Single coverage - \$500 deductible and \$750 co-insurance for a total of \$1,250

Family coverage - \$1,000 deductible and \$1,500 co-insurance for a total of \$2,500

b) POS-C

The City will provide employees the option to stay with the current POS-C insurance plan. The City will pay the same dollar amount that equals 77.5% of the cost of the PPO-500 premium plus the cost of the HRA account for the deductible only. Employees will be responsible for the remainder of the premium of the elected coverage under this plan. The City will not provide any HRA for employees opting to stay in the POS-C plan.

Employees are instructed to consult their insurance booklets for specific details regarding their chosen plan and should contact the Human Resources office for specific information regarding open enrollment periods, change in coverage options, or benefit levels.

Section 2: Dental Insurance

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

Section 3: Life, Accidental Death, Disability Insurance

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

Group Life Insurance

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

Life, Accidental Death and Dismemberment, Income Protection

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

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

Contact the Human Resources office for specifics.

Section 4: Income Protection Plan

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

Section 5: New Insurance

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

Section 6: Employee Wellness

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

Section 7: Employee Assistance Program

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

Section 8: Health Facility Memberships

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

Section 9: Insurance Opt-Out

If the City should implement an insurance opt-out provision during the term of this contract, the Union and/or the City can reopen the contract to negotiate the opt-out provisions.

ARTICLE 20 - LIABILITY INSURANCE

The City shall provide police professional liability coverage for members covered by this Agreement to the extent and limits stated in such policy of insurance. Upon request, the City will supply a copy of the policy to the Union and Shop Steward/Stewardess for the Union's records. Such insurance policy shall cover the member when sued for damages as a result of acts as stated, defined and limited in said policy, which arise out of and in the regular course of duty. The limit of liability coverage shall be stated, defined, and limited in said policy and shall be in an amount of at least:

<u>Each Person</u>	<u>Each Incident</u>	<u>Police Period aggregate</u>
\$100,000	\$300,000	\$500,000

ARTICLE 21 - NON-DISCRIMINATION

Section 1: Rules.

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

Section 2: Lawful Activity.

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

ARTICLE 22 - ACCESS TO PREMISES AND UNION ACTIVITIES

Section 1: Rules.

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

Section 2: Allowable Activity.

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

1. Post union notices,
2. Transmit communications, authorized by the local Union or its officers, to the City or its representatives,
3. Consult with the Chief of Police, employee's representative, local union officers, or other Union representatives,

concerning the enforcement of any provision of this Agreement within reasonable limits.

ARTICLE 23 - UNIFORMS AND PROTECTIVE CLOTHING

Section 1: Rules for Furnishing by City.

If any employee is required to wear a uniform, protective clothing or protective device, it shall be furnished to the employee by the City. The initial issue is set forth in Exhibit B attached. In this first year of employment, officers are to approach the Deputy Police Chief with requests for additional clothing and equipment. Effective July 1, 2021, the annual combination uniform clothing and maintenance allowance shall be seven hundred dollars (\$700) for patrol officers and seven hundred and fifty dollars for (\$750) for detectives. Pens, pencils, and knives may be purchased with the clothing allowance upon authorization by the administration.

If an employee sustains any loss of personal property in the line of duty, he shall be reimbursed accordingly.

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

replaced at the manufacturer's recommended intervals. Employees shall be provided with a Threat Level IIA, or better quality, vest. Officers shall have the option of upgrading the Threat Level or quality of their vests, with the increased costs of such upgrades to be borne by the individual officer.

The City agrees to allow Patrol Officers to receive up to three-hundred dollars (\$300) in cash, with prior approval of the Chief of Police or his/her designee.

Section 2: Income Tax.

Employees will be responsible for paying the income tax on any portion of the clothing allowance determined to be taxable according to Internal Revenue Service regulations.

Section 3: Equipment Return on Employee Departure.

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

Section 4: City Cell Phones for Patrol Use.

The City agrees to purchase and maintain six (6) cell phones to be utilized by the Patrol Unit during work hours. The Police Chief will create an internal policy for acceptable use and procedures for distribution of cell phones.

ARTICLE 24 - CALL TIME

Any employee called to work four (4) hours or less before the start of a regularly scheduled shift shall be paid at the overtime rate for time actually worked. Any employee called to work more than four (4) hours prior to the start of a scheduled shift shall be paid a minimum of four (4) hours at the overtime rate. Employees called in under this provision may be held over for the full four (4) hours at the discretion of the Chief or Chief's designee. An employee held over at the end of a shift shall be paid at the overtime rate for the number of hours actually worked.

Any employee called to work outside of the employee's regularly scheduled shift shall be paid a minimum of two (2) hours at the overtime rate, provided the call-in deals with mandatory training. If the training exceeds the minimum call-in of two (2) hours, the employee will be paid according to the actual number of hours in training and at the overtime rate. The two (2) hour minimum provided for mandatory training shall not exceed four (4) such mandatory training programs within any contract year.

All training sessions will be scheduled with as much advanced notice as possible given to the employees.

ARTICLE 25 - TIME CLAIMS

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

ARTICLE 26 - HOURS OF WORK

Section 1: Workweek Defined.

The City will maintain the work schedule for the police officers' unit as that schedule has been determined and applied, immediately prior to the date of this contract. The regular workweek shall be defined as forty-two (42) hours, within the period measured from 6:00 a.m. Monday to 5:59 a.m. the following Monday. For Patrol Officers, the work day will be defined as twelve (12) hour shifts that provide overlapping coverage during peak call hours of 3:00 pm and 3:00 am. Over a two (2) week work cycle, the officer will average a forty-two (42) hour work week. The City shall continue the past practice of notifying the union before any major changes in work schedules are implemented.

Section 2: Overtime Rate.

Because the workweek fluctuates as to the number of hours worked each week, the determination of overtime will be based on a work period consisting of fourteen (14) days. Any hours in excess of eighty-four (84) worked during the 14-day period will be considered hours worked subject to a premium of one and one-half times the hourly rate. Premium pay will be paid only for hours that are actually worked, however, for the purpose of determining hours actually worked, bereavement leave time, compensatory time (up to three events per year), and vacation time shall be treated as time actually worked. In keeping with current practice, any time worked for special details, court time, or mandatory training will be paid at the overtime rate in the week it was worked.

Section 2(a): Overtime Rotation System.

The City and the Union will continue to work on creation of a new overtime rotation system that is satisfactory to both parties.

Section 3: Compensatory Time.

Patrol Officers shall be eligible to accumulate up to eighty-four (84) hours of compensatory time in any agreement year. A day is defined as a regular day of work, which amounts to twelve (12) hours or a total of forty-two (42) hours for a workweek. Compensatory time is defined as paid time off in the future in lieu of an immediate cash payment at the overtime rate for time worked in excess of forty-two (42) hours in a pay period. The employee must request the award of future compensatory time prior to the closing of the payroll date in which the overtime hours were worked. Paid compensatory time shall be at the rate of time and one half for all overtime hours, e.g. ten hours of overtime translate into fifteen hours of paid compensatory time off. The employee may not replenish used compensatory time in any agreement year. Compensatory time shall only be accumulated and used in increments of two (2) hours or more.

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

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

Section 4: Exchange of Shifts (Swap Time).

Officers performing work within classification may exchange shifts provided there is a valid reason for such exchange and the chief or the Chief's designee has been given reasonable notice, as well as the reason for the exchange, and has approved the exchange. The Chief or the Chief's designee do have the authority to revoke a prior approval as dictated by the needs of the department, however, the approval of the Chief or the Chief's designee shall not be arbitrarily withheld in the first instance, nor shall revocation of an exchange be arbitrarily made.

The exchange shall result in no additional cost to the City and it shall be incumbent upon the employee to be responsible for enforcing any exchange agreement with a fellow officer.

This exchange of shifts shall be in conformity with Section 553.31 of 29 CFR Part 553. This exchange of shifts is not subject to the grievance procedure.

ARTICLE 27 - WAGES-SPECIAL DUTY

Section 1: Special Duty Pay.

Compensation for special duty assignments for employees in this unit hired by the department at the request of individuals or organizations for police duty shall be as follows: One and one-half (1-1/2) times the highest hourly patrol officer's rate.

Section 2: Special Duty on Holiday.

Special duty assignment performed on the holidays specified in this section shall be paid for double the rates specified in Section 1.

1. New Year's Day
2. Thanksgiving Day
3. Christmas Day
4. Fourth of July

Section 3: Eight Hours Preceding Certain Holidays.

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

Section 4: Detective Outside Detail Pay.

Any Detective working an outside detail will be paid at their current overtime rate instead of the top patrol overtime rate.

Section 5: Outside Detail Cancellation.

If an outside detail is canceled by the outside agency within two (2) hours of the start of the detail, the employee will receive two (2) hours of pay at the rate of one and one-half (1-1/2) times the highest hourly patrol officer's rate. If the employee filling the detail is a Detective, the employee will receive their current overtime rate.

ARTICLE 28 - WAGES

Section 1: Rates.

Patrol officers and detectives will receive wage increases as follows as set forth in Appendix D.

Annual Longevity stipends will be paid on a weekly basis based on the years of service listed below. An additional amount will be added to the employees' base rate of pay for calculating overtime but is not included in any COLA increase. Pay adjustments for longevity shall be based on the employee's anniversary date.

LONGEVITY	WEEKLY STIPEND	ADDITIONAL HOURLY FOR OVERTIME
After 6 years of service	\$ 11.54	\$ 0.28
After 10 years of service	\$ 25.00	\$ 0.60
After 15 years of service	\$ 34.62	\$ 0.83
After 20 years of service	\$ 44.24	\$ 1.06

Section 2: Rate For Temporary Service.

An employee assigned to perform temporary service in a higher class will be paid for such service at the rate of the higher class, provided such assignment is approved by the Chief or the Chief's designee. Such temporary service shall not be construed to represent a permanent status in a higher classification. Permanent status in a higher classification may only be obtained by testing procedures provided for herein in Article 8.

This clause does not prevent an employee from obtaining working experience as a part of a designated training program. An employee in a training program may work at a higher classification for a period of one week, or for a longer period than one week if not performing the functions of the job but in assistance to the incumbent in the higher classification.

ARTICLE 29 - COURT TIME

An employee on duty at night, on vacation, or on day off who attends as a witness or in a similar capacity, or as a prosecutor in the performance of employee's duty, for or on behalf of the City of Waterville in a criminal or civil case that are associated with work pending before the District Court, Superior Court, or Grand Jury hearing, or an employee of the City of

Waterville Police Department who is a member of this collective bargaining unit attends as a witness in a job-related administrative agency hearing before the District Court, Superior Court, or Grand Jury, shall be entitled to compensation at the over-time rate for every hour during which the employee was in attendance or appearance testifying. In no event shall the employee be paid less than four hours straight time pay. The employee agrees to turn over to the City any compensation received for attendance at court or administrative hearings.

ARTICLE 30 - RESIDENCY

Members of the unit who have successfully served the probationary period as that term is defined in Article 5 shall establish and obtain a residence within a Thirty- (30) air-mile radius of City Hall.

ARTICLE 31 - DIRECT DEPOSIT

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

ARTICLE 32 - BULLETIN BOARDS

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

ARTICLE 33 - NO STRIKE-NO LOCKOUT

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

ARTICLE 34 - SEPARABILITY AND SAVINGS CLAUSE

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

ARTICLE 35 - PHYSICAL FITNESS PROGRAM

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

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

2. PHYSICAL FITNESS EVALUATIONS AND CRITERIA: For all officers, there will be a required physical fitness evaluation one time per contract year. The categories of fitness and performance standards are outlined in Appendix D of this contract.

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

4. MEDICAL CONSENT: Each employee agrees to sign the Medical Consent Form attached to Appendix B.

5. PROGRAM FOR OFFICERS

All officers will be required to maintain a cumulative rating of "adequate" or better on the performance standards attached (See Appendix B). If agreed upon by both the City and the Union, it may relax one or more of the standards.

6. CERTIFICATE OF FITNESS

All employees returning from on-the-job or off-the-job injuries or illnesses shall be required to obtain a certificate of fitness from a City physician certifying that they are physically able to do the job of a police officer. Any employee that does not achieve adequate on all portions of the physical fitness evaluation on two (2) consecutive evaluations may be required to obtain a certificate of fitness from a City physician certifying that they are physically able to do the job of a police officer. Any employee found not able to do the job, may see employee's own physician. In the case of disagreement between the City physician and the employee's personal physician, the issue is to be submitted to a third physician whose decision shall be final and binding. The identity of the third physician shall not be unreasonably withheld. The cost of the third physician shall be borne equally by the parties. If an employee is unable to return to work, employee will be allowed to continue to draw Workers' compensation or sick leave benefits for as long as employee is eligible. Once those benefits run out, the employee shall be kept on the seniority rolls of the City without pay until such time as employee is able to return to work or retire.

7. FIT FOR DUTY INCENTIVE: Any officer that receives scores of "Excellent" on all of the fitness exam will receive one (1) day off with pay. The day must be used within the fiscal year it is awarded and must have prior approval from the Department Head or designee before use.

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

9. EVALUATORS: Two individuals will be present to oversee the fitness testing. One will be the Chief of Police or his/her designee; the second individual will be someone selected by the Union.

ARTICLE 36 - EMPLOYEE RIGHTS

Section 1: Levels of Seriousness of Allegations.

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

shall be reviewed and investigated differently.

Section 2: General Rules.

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

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

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

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

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

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

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

g. When an employee is to be suspended from duty during an investigation, at the discretion of the City Manager and Chief of Police, suspension may be with or without pay benefits depending upon the circumstances.

Section 3: Violations of Policy and Infractions.

a. The interview of an employee suspected of violating departmental rules and regulations shall be limited to questions which are related to the employee's involvement in the alleged violation.

b. Results of an investigation of alleged departmental violations shall be incorporated into a final report. A copy of the final report will be given to the employee and placed in the employee's personnel file. The employee shall have the right to respond to said report.

c. All investigations shall be conducted without unreasonable delay. The employee shall be advised of the final outcome of the investigation within thirty- (30) calendar days of the interview. If for any reason the investigation cannot be conducted within the time limit, the employee being investigated shall be given an explanation of the delay and be advised of the outcome of within ten (10) calendar days of the completion of the investigation.

Section 4: Allegations Of Criminal Conduct

a. Any employee being investigated for a criminal offense shall have all the rights and privileges afforded any person who is the subject of such criminal investigation.

b. Any and all investigations shall be conducted without unreasonable delay. Unless for reasons of confidentiality, the employee shall be advised of the final outcome of the investigation within ten (10) calendar days of the completion of the investigation.

c. Results of an investigation of alleged criminal conduct shall be incorporated into a final report. A copy of the final report will be given to the employee and placed in the employee's personnel file. The employee shall have the right to respond to said report.

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

Section 5: Complaints by the Public.

a. When a person makes a complaint about the action or conduct of an employee, the following process will be followed in addition to stipulations of Sections 1 through 4.

1. The person will inform the shift supervisor that a complaint is being made about a patrol officer. An attempt will be made to resolve the problem at this level.

2. If the problem cannot be resolved by the shift supervisor, the matter will be taken up with the Chief of Police or designee. All complaints not resolved by the shift supervisor, will be reduced to writing and shall be in the form of a signed statement. The person making the complaint shall be advised of the consequences of making a false statement.

b. Unless for reasons of confidentiality as determined by the Chief, the employee involved will receive a copy of the complaint and accusations made. Within three working days of receipt, employee shall respond to the allegations in writing if directed by the Chief or designee. A copy of the employee's response shall be included in the final report.

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

d. Complaints from juveniles may be received without presence of guardian, but the guardian shall be notified before action is taken upon the juvenile's complaint except in matters of an emancipated juvenile.

ARTICLE 37 - MANAGEMENT RIGHTS

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

ARTICLE 38 - PERSONNEL FILES

Section 1: Official Files.

An employee's official personnel files shall be maintained in the Human Resources Office. The City Manager also functions as the Director of Personnel.

Section 2: Inspection of Files.

An employee shall be permitted to inspect all materials in their personnel file in the Human Resources office. The employee may obtain copies of any materials during the normal working hours and at the normal charge for copies that are to any

taxpayer.

Section 3: Right to Request Removal.

A request for removal of disciplinary action from an employee's personnel file shall be initiated by the employee by notifying the Police Chief and the Human Resource Officer in a written request to have it removed. The decision to remove disciplinary action from an employee's personnel file shall be at the discretion of the Police Chief. The decision of the Police Chief shall not be subject to the grievance procedure.

DISCIPLINARY ISSUE	REQUEST FOR REMOVAL FROM FILE
Oral Reprimand	2 years from date of issuance
Written Reprimand	2 years from date of issuance
Disciplinary Probation	3 years from date of issuance
Demotion	5 years from date of issuance. Ineligible for promotion during the 5-year period.
Suspension	4 years from date of issuance.

ARTICLE 39 - EMPLOYEE EVALUATIONS

The City agrees to continue the current Waterville Police Department performance evaluation procedure that is in effect as of the writing of this agreement. The review procedure outlined in the policy provides for employees to appeal their evaluation through the chain of command of the department.

The first appeal being to the immediate supervisor of the employee. The ultimate appeal is to the office of the City Manager/Personnel Director. At the time of an appeal to the City Manager/Personnel Director the employee shall have the right to request union representation from either or both the employee's Steward/Stewardess and business agent.

ARTICLE 40 – RETIREMENT

All employees within this bargaining unit are required to enroll in Maine Public Employees Retirement System (MainePERS) upon date of hire. The bargaining unit is part of the Plan 3N, the terms of which shall be administered by MainePERS.

Employees covered by this agreement shall be enrolled under Plan 3C of the MainePERS effective July 1, 2022.

ARTICLE 41 - DURATION OF AGREEMENT

This Agreement will be effective from July 1, 2021 and shall govern the rights and obligations of the parties from that date to and including June 30, 2024.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of October, 2021.

Steven Daly
City Manager

Michael T. Edes
National Fraternal Order of Police

Joseph Massey
Police Chief

Damon Lefferts
Shop Steward

Daryl Gordon
Shop Steward

APPENDIX A: Consent to Release of Medical Information

CONSENT TO RELEASE OF MEDICAL INFORMATION

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

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

Dated _____

APPENDIX B: Physical Fitness Standards

POINT RANGE FOR VARIOUS FITNESS LEVEL CATEGORIES

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

UPPER BODY STRENGTH
PUSH UPS
MALES

Under 30		30 – 39		40 – 49		50+	
EXCELLENT		EXCELLENT		EXCELLENT		EXCELLENT	
<u>Reps</u>	<u>Score</u>	<u>Reps</u>	<u>Score</u>	<u>Reps</u>	<u>Score</u>	<u>Reps</u>	<u>Score</u>
43	100	37	100	28	100	23	100
42	98	36	98	27	97	22	97
41	96	35	96	26	94	21	94
40	94	34	94	25	91	20	91
39	92	33	92				
38	91	31	91				
GOOD		GOOD		GOOD		GOOD	
37	90	30	89	24	88	18	88
36	88	29	86	23	84	17	84
35	86	28	84	22	80	16	80
34	84	27	82	21	76	15	76
33	82	26	80				
32	81						
31	80						
ADEQUATE		ADEQUATE		ADEQUATE		ADEQUATE	
30	79	25	75	20	72	14	72
29	78	24	72	19	68	13	68
28	76	23	69	18	64	12	64
27	74	22	66	17	60		
26	72						
POOR		POOR		POOR		POOR	
25	70	21	63	16	56	10	50
24	68	20	60	15	52	9	47
23	66	19	57	14	48	8	45
22	64			13	44		
21	62						

Method:

1. Toes and nose touch floor
2. Hands shoulder width apart
3. Straight body

UPPER BODY STRENGTH
PUSH UPS
FEMALES

Under 30		30 – 39		40 – 49		50+	
EXCELLENT		EXCELLENT		EXCELLENT		EXCELLENT	
<u>Reps</u>	<u>Score</u>	<u>Reps</u>	<u>Score</u>	<u>Reps</u>	<u>Score</u>	<u>Reps</u>	<u>Score</u>
32	100	28	100	21	100	17	100
31	98	27	98	20	97	16	97
30	96	26	96	19	94	15	94
29	94	25	94	18	91	14	91
28	92	24	93				
27	91	23	92				
		22	91				
GOOD		GOOD		GOOD		GOOD	
26	90	21	89	17	88	13	88
25	88	20	86	16	84	12	84
24	86	19	84	15	80	11	80
23	84	18	82	14	76	10	76
22	82	17	80				
21	81						
20	80						
ADEQUATE		ADEQUATE		ADEQUATE		ADEQUATE	
19	79	16	75	13	72	9	72
18	78	15	72	12	68	8	68
17	76	14	69	11	64	7	64
16	74	13	66	10	60		
15	72						
POOR		POOR		POOR		POOR	
14	70	12	63	9	56	6	50
13	68	11	60	8	52	5	47
12	66	10	57	7	48	4	45
11	64			6	44		
10	62						

Method:

1. Toes and nose touch floor
2. Hands shoulder width apart
3. Straight body

UPPER BODY STRENGTH
SIT UPS
MALES & FEMALES

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

Method of Test:

1. Feet restrained
2. Bent knee
3. Hands behind head
4. Continuous motion
5. Arms touch floor each time
6. 2 minute limit

**FIT FOR DUTY EXAM
ASSESSMENT TEST AND STANDARDS
MALE & FEMALE**

“Pursuit and Subdue”

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

Procedure:

- a) Opens the car door and exits the vehicle on the whistle.
- b) Runs 95 yards.
- c) Weaves through 9 traffic cones placed 20 feet apart, and turns around the far 2 cones. (Participants knocking down a cone receive a 3-second penalty for each cone knocked down. The 3-second penalty for knocking down a cone simulates the delay an officer would experience as a result of running into an obstacle during a pursuit without making the obstacle dangerously large and bulky. Participants failing to turn around any cone in the scenario will receive a 5-second penalty for each cone missed.
- d) Runs 105 yards.
- e) Climbs/vaults a 5-foot solid-face wooden wall, and turns around the cones. (A 2-ft. x 2-ft. x 2-ft. wooden box placed 10 feet from the edge of the wall may be used by participants unable to surmount the wall. The intent here is to recognize that an officer in pursuit will not quit due to a temporarily impassable object and that the officer will look for a way to get over the wall using a garbage can, a bicycle, or a box, realizing that doing so will require additional time.)
- f) Runs 105 yards.
- g) Jumps a 4-foot horizontal “ditch” and turns around the cones. (Participants unable to clear the ditch receive a 5-second penalty. The penalty for failure to clear the ditch simulates the time it would take an officer to recover his/her footing and climb out of the ditch if the running leap failed.
- h) Runs 55 yards, crawls under 2 – 2 ft. high traffic barricades placed 3-ft. apart and runs 55 yards.
- i) Rolls 160 lb. Dummy on to front side.
- j) Grabs dummy’s hands and crosses them behind dummy’s back to simulated cuffing – finish position.
- k) Dry fire handgun 5 times per hand.

Required Equipment:

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

Ratings (Male & Female) Score

EXCELLENT

< 2:10 minutes 100

GOOD

2:11 – 2:20 minutes 95

2:21 – 2:30 minutes 90

2:31 – 2:40 minutes 85

ADEQUATE

Score

2:41 – 2:50 minutes 80

2:51 – 3:00 minutes 75

3:01 – 3:10 minutes 70

POOR

> 3:10 minutes 60

APPENDIX C: Lateral Entry Agreement

The City of Waterville and Maine Association of Police hereby effective this date:

1. To recognize, for wages and vacation only, year for year actual full-time service upon graduation from the Maine Criminal Justice Academy or equivalent certification up to a maximum of five (5) years.
2. Any employee may continue to progress up thru the wage scale, for wages only, annually.

APPENDIX D - WAGES

07/01/2021 – 06/30/2022	
PATROL	
START	\$ 24.00
START YEAR 2	\$ 24.72
START YEAR 3	\$ 25.46
START YEAR 4	\$ 26.22
START OF YEAR 5	\$ 27.00
START OF YEAR 6	\$ 28.74
DETECTIVES	
START YEAR 1	\$ 31.21
START YEAR 3	\$ 32.30
07/01/2022 – 06/30/2023	
PATROL	
START	\$ 24.36
START YEAR 2	\$ 25.09
START YEAR 3	\$ 25.84
START YEAR 4	\$ 26.61
START YEAR 5	\$ 27.40
START YEAR 6	\$ 29.17
DETECTIVES	
START YEAR 1	\$ 31.67
START YEAR 3	\$ 32.78
07/01/2023 – 06/30/2024	
PATROL	
START	\$ 24.72
START YEAR 2	\$ 25.46
START YEAR 3	\$ 26.22
START YEAR 4	\$ 27.00
START YEAR 5	\$ 27.81
START YEAR 6	\$ 30.00
DETECTIVES	
START YEAR 1	\$ 32.14
START YEAR 3	\$ 33.27

EXHIBIT A UNIFORMS - INITIAL ISSUE

<u>Uniform Clothing</u>	<u>Quantity</u>
Hat - Summer/winter	2
Hat badge	1
Jacket - Winter	1
Gloves - Winter	1
Shirts - Summer	4
- Winter	4
Pants	4
Shirt Badge	1
Boots	1
Shoes	1
Gun belt and accessories	1

Equipment

Gun
Nametags/collar brass
Helmet
Protective vest

If the new employee must go through the Police Academy training, the Police Academy apparel requirements as set by the Academy, shall be provided to the employee.