

**LEWISTON CITY COUNCIL AGENDA
CITY COUNCIL CHAMBERS
OCTOBER 4, 2011**

6:00 p.m. Workshop

- A. Review of Lewiston Casino Referendum Question - 30 minutes
- B. Discussion of City's Debt Service Position - 30 minutes

7:00 p.m. Regular Meeting

Pledge of Allegiance to the Flag.
Moment of Silence.

Public Comment period - Any member of the public may make comments regarding issues pertaining to Lewiston City Government (maximum time limit is 15 minutes for all comments)

ALL ROLL CALL VOTES FOR THIS MEETING WILL BEGIN WITH THE COUNCILOR OF WARD 6.

REGULAR BUSINESS:

1. Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for Fast Breaks, Inc., 1465 Lisbon Street.
2. Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for Schemengees, 551 Lincoln Street.
3. Public Hearing on the renewal of a Special Amusement Permit for Live Entertainment for Friends Lodge, 724 Main Street.
4. Public Hearing on a renewal application for a Special Amusement Permit for Live Entertainment for the Midtown Athletic Club, 43 Walnut Street.
5. Public Hearing and First Passage regarding an amendment to the Offenses and Miscellaneous Provisions Ordinance regarding the sale and use of consumer fireworks.
6. Order authorizing the City Administrator to demolish certain city-owned tax acquired structures.
7. Order authorizing the City Administrator to Execute a New Collective Bargaining Agreement with the American Federation of State, County and Municipal Employees (AFSCME Council #93) Local 1458-00, on behalf of the Lewiston Public Works Unit.
8. Approval of Election Warrant Calling for the Municipal Election to be held on Tuesday, November 8, 2011, for the offices of Mayor, City Council and School Committee, and recommendations from the City Clerk/Registrar of Voters on actions necessary to conduct the Municipal Candidate and State Referendum Election, to be held on Tuesday, November 8, 2011.
9. Reports and Updates.
10. Any other City Business Councilors or others may have relating to Lewiston City Government.
11. Executive Session to discuss Real Estate negotiations of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.
12. Order authorizing the City Administrator to Execute an Option Agreement with Parallax Partners, Inc. for property located at 15 and 29 Lincoln Street.
13. Executive Session to discuss labor negotiations regarding the city's six employee unions.

A



City of Lewiston Executive Department

EDWARD A. BARRETT
City Administrator

PHIL NADEAU
Deputy City Administrator



September 30, 2011

To: Mayor and Members of the City Council
Fr: Edward A. Barrett
Su: November Referendum on Lewiston Casino

As you are aware, a referendum will be on the ballot in November seeking approval for a casino in Lewiston on the Bates Mill 5 property. As we approach the election, I felt it would be useful to present information on the impact of such a facility on the City as part of an effort to ensure that the public is educated about the proposal and what it might mean.

Option Agreement

The City has optioned the Mill 5 property to Great Falls Recreation LLC for use as a casino. To date, Great Falls has made non-refundable option payments of \$50,000. The major points of the option include:

- An additional \$100,000 option payment is due by December 31, 2011. This payment, unlike earlier ones, can be applied to the purchase price;
- If the ballot measure passes in November, the option will automatically extend until 90 days after the project receives final regulatory approvals;
- Great Falls must begin the approval process within 120 days of voter approval;
- If the property is not purchased by December 31, 2012, Great Falls will pay the City \$5,000 per month; and
- The property will be purchased at fair market value.

Financial Benefits to the City from Casino

The City will benefit in a number of direct and indirect ways from the revenues produced from the Casino. In accordance with the initiative's language, the City will receive a certain percentage of net revenues. In this context, net revenues are defined as the total amount wagered, less a State 1% tax on all wagers and less amounts returned as winnings.

PURPOSE	PERCENTAGE
General Fund	2.0%
Lewiston/Auburn Joint Expenditures	0.5%
Downtown Revitalization	0.3%
Renewable Energy Grants and Loans	0.3%
Androscoggin County	1.0% (0.28% offset to our County Tax)
LAEGC	1.0%

Less directly, the City might benefit from a number of other revenue dedications including:

PURPOSE	PERCENTAGE
Androscoggin River Water Quality	3%
Rail Improvements	3%
Bethel Area Rail Improvements	2%
LA to Brunswick Bike Path	.5%

A complete list of gaming revenue beneficiaries is attached.

Additional benefits include property taxes that will be paid by the gaming facility, an annual \$25,000 license fee, the potential reuse of the Mill 5 building, and the jobs that will be created for local and regional residents both on an on-going basis and during construction.

FINANCIAL IMPACT

It is difficult to specifically estimate the revenue and economic impact associated with a casino in Lewiston given the authorized casino in Oxford County, the potential approval of an additional casino in Southern Maine, and the reality that the State Legislature has the authority to modify citizen approved initiatives at its discretion. Even with these uncertainties, a range of potential outcomes can be projected.

Direct Gaming Revenues

In order to determine the range of revenue that the City would achieve on an annual basis, we can first look to the experience in Bangor. Between calendar years 2007 and 2010, the total amount bet at Bangor averaged about \$650,000,000 per year. The net retained after paying out winnings averaged about \$54 million per year. Revenue to beneficiaries is computed as a percentage of net less the state's 1% tax on the total amount bet.

In the projections that follow, the best case scenario assumes Lewiston performing similarly to Bangor. The medium case assumes performing at 75% of that level. The worst case assumes 50%. The following chart projects the revenue Lewiston would receive from gaming receipts based on these scenarios.

ANTICIPATED GAMING REVENUES TO BENEFIT LEWISTON

Purpose	%	Best	Medium	Worst
Lewiston General Fund	2.0%	\$950,000	\$712,500	\$475,000
LA Joint Expenditures	0.5%	\$237,500	\$178,125	\$118,750
Lewiston Downtown	0.3%	\$142,500	\$106,875	\$ 71,250
Energy Grants/Loans	0.3%	\$142,500	\$106,875	\$ 71,250
LAEGC	1.0%	\$475,000	\$356,250	\$237,500
Androscoggin County	0.28%	\$133,000	\$99,750	\$ 66,500
TOTAL		\$1,843,000	\$1,382,250	\$921,500

Based on these estimates, the City can anticipate receiving gaming revenues in a range from \$921,500 to \$1,843,000 per year to be used for a variety of purposes.

General Fund revenues can be used for any governmental purpose. Joint Expenditures with Auburn could assist in funding any of the existing joint agencies, particularly should they be facing capital needs that would otherwise require borrowing or an increase in annual appropriation. Alternatively, these funds could be used to assist in the implementation costs of new joint ventures, be they service consolidations or additions. For example, there have been conversations in the past about establishing a joint downtown manager position to assist in the communities in our efforts to reinvent our downtowns.

Downtown funding could be used to increase City grant and loan programs to assist in rehabilitation and reuse of existing structures. These funds could also be used for streetscape improvements or to address other downtown infrastructure needs. Grants and loans could be made to residents or commercial property owners to assist in transitioning to renewable energy sources.

Funding for LAEGC could reduce the current direct funding Lewiston and Auburn provide that organization, capitalize various economic development loan pools, invest in development properties, or a combination of these areas. Note that the decision on how to use these funds would rest with the board of LAEGC on which both Lewiston and Auburn have representation.

Finally, the revenues to the County would go to offset the County tax. Lewiston currently pays about 28% of that tax, and the number above reflects this percentage.

Indirect Gaming Revenues

Several other beneficiaries in the proposed initiative may also provide significant benefits to our region. These include:

PURPOSE	%	BEST	MEDIUM	WORST
Androscoggin Water Quality	3.0%	\$1,620,000	\$1,215,000	\$810,000
Rail Improvements	3.0%	\$1,620,000	\$1,215,000	\$810,000
Rail Improvements Bethel	2.0%	\$1,080,000	\$ 810,000	\$540,000
LA to Brunswick bike path	0.5%	\$ 270,000	\$ 202,500	\$135,000

The City would be eligible to receive funding for projects that we are mandated to undertake to address combined sewer overflows and non-point source stormwater impacts. This funding could relieve the pressure on the City's stormwater utility and reduce future increases in our fees.

Freight and Passenger rail have historically been essential to our region's economy. Additional improvements to the rail system could enhance our status as a regional transportation and intermodal center. Establishing passenger rail from Portland through LA and Bethel to Montreal would enhance our region's quality of life and economic activity.

Similarly, a multimodal trail system linking LA to Brunswick along the Androscoggin would enhance our region's quality of life and serve as an attraction to tourists and visitors.

Property Taxes

The City will also receive property taxes. Penn National invested approximately \$130 million in their facility in Bangor, including both the gaming space and a 150 room hotel. Using the same assumptions used above for gaming revenues and adjusting for our assessment ratio (85%) and tax rate, the range of property tax revenues the City can anticipate are:

	BEST	MEDIUM	WORST
Property Taxes	\$2,836,900	\$2,127,675	\$1,418,450

Note that these figures do not include any ancillary development that might take place either on the property or in the surrounding area. The City could consider designating a portion of these funds for specific purposes such as implementing the riverfront island master plan. In Bangor, property taxes from the casino have been dedicated toward downtown and riverfront redevelopment and replacing the Bangor Auditorium, causes that some indicate assisted in developing local support for the casino project.

Based on this analysis and based on the initiative as written, we can reasonably expect to see fairly direct financial benefits to the City in the range of \$2.3 to \$4.6 million depending upon the extent of competition in the region and the final development plans for the property.

For informational purposes, I have included in the attached summary the potential revenues that could be received by all beneficiaries included in the Lewiston casino initiative.

Other Benefits

There are a number of other benefits associated with a casino in Lewiston. These include:

- **New Jobs.** We can project between 300 and 500 new jobs with an annual payroll of between \$8.5 and \$14 million per year. These jobs will be at a variety of skill levels.
- **Local Purchases.** We can anticipate that the facility will procure a wide variety of goods and services from within our regional economy, supporting indirect job growth in other sectors.
- **Redevelop the Mill 5 property.** Casino use appears to be one of the few feasible reuses for the Mill 5 property. Should that property become a casino, additional space exists within the building for other uses and the owner would have an incentive to work hard to attract or develop them. At a minimum, the City would no longer face the potential need to demolish this structure.
- **Temporary Construction Jobs and Spending.** A \$50 to \$100 million construction project will produce a significant number of construction jobs at a time when that industry is depressed.
- **Jump-Start Riverfront Island Development.** A major project like this could provide a significant impetus to redevelopment of this area of the City, one which is seen as key to our region's future.

LEWISTON CASINO INITIATIVE BENEFICIARIES

PURPOSE	%	BEST	MEDIUM	WORST	LEWISTON BENEFIT
Lewiston Downtown	0.3%	\$ 142,500	\$ 106,875	\$ 71,250	Yes
Lewiston Energy Efficiency	0.3%	\$ 142,500	\$ 106,875	\$ 71,250	Yes
Lewiston	2.0%	\$ 950,000	\$ 712,500	\$475,000	Yes
Androscoggin County	0.28%	\$ 133,000	\$ 99,750	\$ 66,500	Yes
LA Economic Growth Council	0.5%	\$ 237,500	\$ 178,125	\$118,750	Yes
LA Joint Expenditures	0.5%	\$ 237,500	\$ 178,125	\$118,750	Yes
SUBTOTAL		\$1,843,000	\$1,382,250	\$ 921,500	
Androscoggin River WQ	3.0%	\$ 1,620,000	\$ 1,215,000	\$ 810,000	Yes
Statewide Downtown Revitalization	2.7%	\$ 1,458,000	\$ 1,093,500	\$ 729,000	Possible
Statewide Energy Grants/Loans	2.7%	\$ 1,458,000	\$ 1,093,500	\$ 729,000	Possible
Other Counties (Exc. Andro)	3.0%	\$ 1,620,000	\$ 1,215,000	\$ 810,000	No
Ports and Fisheries	3.0%	\$ 1,620,000	\$ 1,215,000	\$ 810,000	No
East/West Highway	3.0%	\$ 1,620,000	\$ 1,215,000	\$ 810,000	No
Rail Improvements	3.0%	\$ 1,620,000	\$ 1,215,000	\$ 810,000	Possible
Rail Improvements Bethel	2.0%	\$ 1,080,000	\$ 810,000	\$ 540,000	Possible
Higher Education Capital	1.0%	\$ 540,000	\$ 405,000	\$ 270,000	No
Games of Chance	1.0%	\$ 540,000	\$ 405,000	\$ 270,000	Possible
Agricultural Fair Support	1.0%	\$ 540,000	\$ 405,000	\$ 270,000	No
Job Creation Through Ed Opportunity	1.0%	\$ 540,000	\$ 405,000	\$ 270,000	No
State Tourism	1.0%	\$ 540,000	\$ 405,000	\$ 270,000.	Indirect
Finance Authority of Maine	1.0%	\$ 540,000	\$ 405,000	\$ 270,000	Possible
Beano or Bingo	0.5%	\$ 270,000	\$ 202,500	\$ 135,000	Indirect
Harness Racing Purses	0.5%	\$ 270,000	\$ 202,500	\$ 135,000	No
Humane Societies	0.5%	\$ 270,000	\$ 202,500	\$ 135,000	Possible
LA to Brunswick bike path	0.5%	\$ 270,000	\$ 202,500	\$ 135,000	Possible
Meals on Wheels	0.5%	\$ 270,000	\$ 202,500	\$ 135,000	Indirect
Municipalities Adjacent to Lewiston	0.5%	\$ 270,000	\$ 202,500	\$ 135,000	No
SUBTOTAL		\$ 16,956,000	\$12,717,000	\$ 8,478,000	
TOTAL		\$18,799,000	\$14,099,250	\$9,399,500	

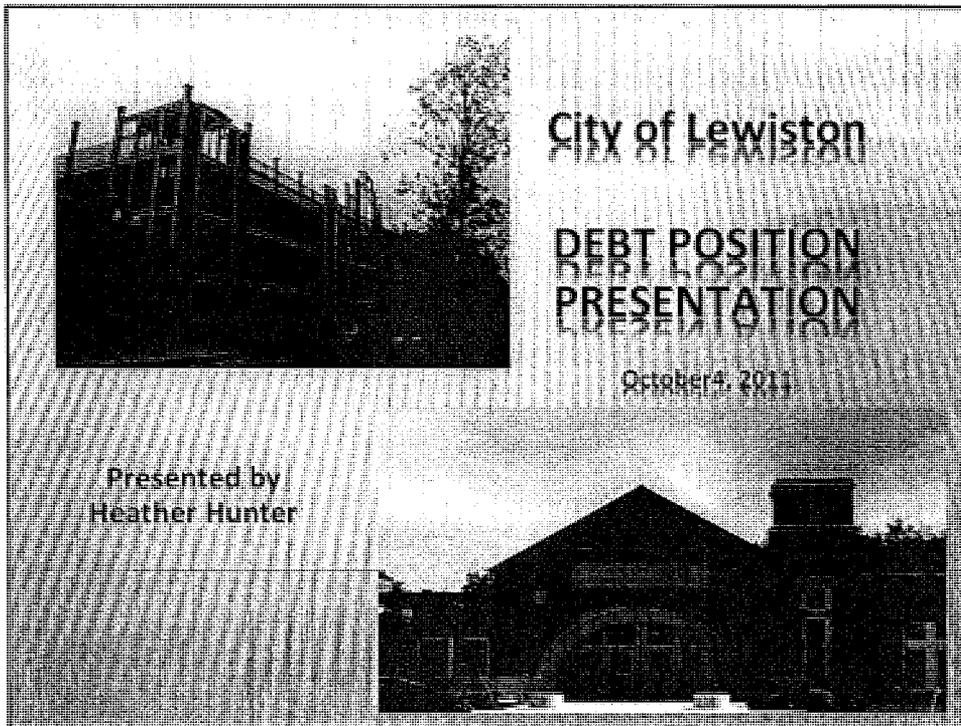
LEWISTON CITY COUNCIL
WORKSHOP AGENDA
OCTOBER 4, 2011
6:00 P.M.

1. Review of Casino Proposal for Lewiston – 30 minutes

See attached memo.

2. Review of City Debt Position – 30 minutes

Councilor Cayer requested a workshop to review the City's overall debt position and alternatives that may be available to assist in further managing debt in the future. City Finance Director Heather Hunter will provide information and alternatives at the meeting.



DEBT POSITION PRESENTATION

Topical Discussions

- ✓ Historical Debt Position
- ✓ Debt Position as of June 30, 2011
- ✓ Optional Reduction Plans
- ✓ Conclusion

DEBT POSITION PRESENTATION

Historical Debt Service Data

Fiscal Year	City	School	Utilities	Other	Total	Percentage Paid Off
2001 P & I O/S Balance	35,669,337	5,439,229	11,687,978	8,467,322	61,263,866	
2001 P & I Payment	4,273,114	1,084,459	1,080,504	698,997	7,137,074	11.65%
% Budget	13.00%	3.39%	17.70%	N/A		
State Supported		3,589,891				
2006 P & I Balance*	104,940,869	8,660,189	25,277,317	8,852,733	147,731,108	
2006 P & I Payment**	8,362,581	966,022	2,122,465	1,049,482	12,500,550	8.46%
% Budget	20.85%	2.48%	26.28%	N/A		
State Supported		5,715,725				
2011 P & I Balance**	90,303,987	52,986,402	48,645,021	4,612,277	196,547,686	
2011 P & I Payment**	10,010,615	4,336,637	3,048,407	593,423	17,989,083	9.15%
% Budget	23.28%	8.47%	25.74%	N/A		
State Supported		46,314,363				

* Now includes Colisee Debt

** Stormwater Fund was created in fiscal year 2007

DEBT POSITION PRESENTATION

Notable Municipal Projects During Snapshot Timeframes

2001-2006:

- > Oak Street Parking Facility - \$1,750,000
- > Library Cultural Center - \$1,965,000
- > General Street Rehabilitation & Construction - \$3,578,000
- > Economic Development, Acquisition & Demolition - \$13,765,000
- > Lewiston Mill Redevelopment - \$11,170,000
- > Southern Gateway Parking - \$4,860,000
- > Colisee - \$6,080,000
- > School Air Quality Improvements - \$1,125,000
- > School Window Replacement - \$2,875,000
- > Stormwater Projects (including Gully Brook) - \$4,560,000
- > Sewer's Portion of Gully Brook - \$3,125,000
- > Water Storage Facilities - \$9,000,000

DEBT POSITION PRESENTATION

Notable Municipal Projects During Snapshot Timeframes

2007-2011:

- > Canal Street Parking Facility - \$1,600,000
- > Lincoln Street Parking Facility - \$4,965,000
- > Landfill Regulatory & Expansion - \$4,775,000
- > General Street Rehabilitation & Construction - \$4,976,000
- > Economic Development, Acquisition & Demolition - \$4,620,000
- > Lewiston Mill Redevelopment - \$5,779,000
- > Colisee - \$1,105,000
- > Farwell School - \$11,026,000
- > Geiger School - \$18,975,000
- > Stormwater Projects (including Gully Brook) - \$6,366,230
- > Sewer's Portion of CSO Storage Facility - \$2,900,000
- > Water U/V Treatment & Chemical Facilities - \$4,671,630

DEBT POSITION PRESENTATION

G.O. Debt Comparison

	Lewiston	Auburn	Bangor	South Portland	Portland
Debt as of 6/30/10	\$115,856,173	\$65,973,000	\$61,689,447	\$24,943,000	\$212,338,893
Debt per Capita	\$3,246	\$2,795	\$1,962	\$1,069	\$3,370

DEBT POSITION PRESENTATION

Options to Improve the City's Debt Position:

- ✓ Fund more capital projects through the operating budget
- ✓ Explore further refinancing and paying down of existing debt
- ✓ Decrease the debt limitation percentage
- ✓ A combination of all three

DEBT POSITION PRESENTATION

Fund More Capital Projects Through The Operating Budget

On July 19, 2011, the City Council approved a Fund Balance Policy – Policy #91.

Fund Balance Policy

It is the policy of the City of Lewiston to maintain a minimum unassigned fund balance in the general fund of 8% of general fund revenues measured on a General Accepted Accounting Principles (GAAP) basis. Amounts in excess of the targeted maximum of 12% of general fund revenues measured on a GAAP basis shall be used for capital improvements or other one-time expenditures as identified by the City Council.

Annually during the Comprehensive Annual Financial Report (CAFR) presentation, the Finance Director shall report the City's fund balance and the classification of the various components in accordance with GAAP and this policy.

Should the City exceed the maximum target level, the City Administrator shall prepare a recommendation to utilize excess funds for capital improvements or other one-time expenditures.

Operating Budget

The City Council may elect to increase capital asset purchases as part of the annual budget appropriation authorization.

DEBT POSITION PRESENTATION

Explore Further Refinancing and Paying Down of Existing Debt

With the continuation of historically low interest rates, the City has been very fortunate in its most recent refundings to secure a net present value savings of over \$1.4 million.

Future meetings with the City's Bond Counsel may afford us further opportunities to refinance high interest debt.

DEBT POSITION PRESENTATION

Decrease the Debt Limitation Percentage

In October 2009, the City Council adopted a bond issue limitation ordinance (Article II, Sec. 2-34), that limits the amount of debt to be authorized for issuance. The limit is capped at 97% of the average amount of annual debt being retired over the three previous fiscal years, unless the debt is financed through sources other than general property taxes.

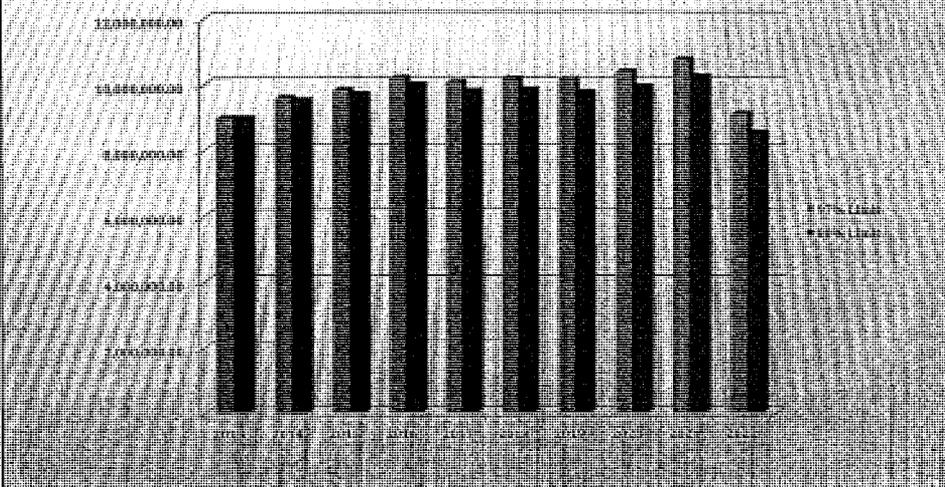
DEBT POSITION PRESENTATION

Decrease the Debt Limitation Percentage Scenarios

	FY2013	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022
3 Yr Average	6,680,306	6,583,505	6,599,406	6,598,510	6,645,588	6,474,411	6,261,936	5,979,691	5,814,186	5,698,848
97% Limit	6,479,897	6,386,000	6,401,424	6,400,555	6,446,221	6,280,179	6,074,078	5,800,300	5,639,760	5,527,883
90% Limit	6,012,275	5,925,155	5,939,466	5,938,659	5,981,029	5,826,970	5,635,743	5,381,722	5,232,767	5,128,963
85% Limit	5,678,260	5,595,979	5,609,495	5,608,734	5,648,750	5,503,249	5,322,646	5,082,737	4,942,058	4,844,021
80% Limit	5,344,245	5,266,804	5,279,525	5,278,808	5,316,471	5,179,529	5,009,549	4,783,753	4,651,349	4,559,079

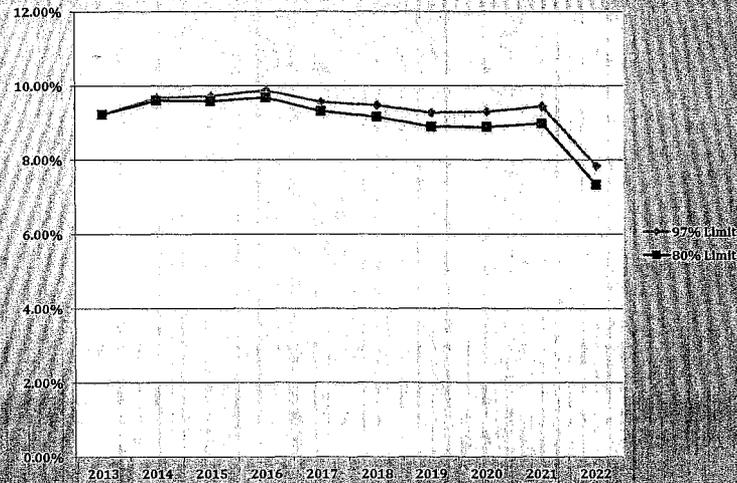
DEBT POSITION PRESENTATION

Principal Trend



DEBT POSITION PRESENTATION

Principal Trend as a Percentage of the Budget



DEBT POSITION PRESENTATION

Conclusion

There is no magic bullet to make a significant impact on the City's outstanding indebtedness.

It will take a combination of all 3 options to improve our debt position.

As new opportunities present themselves they will need to be evaluated with the focus remaining on reducing the overall debt burden to the taxpayers.

LEWISTON CITY COUNCIL

MEETING OF OCTOBER 4, 2011

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 1

SUBJECT:

Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for Fast Breaks, Inc., 1465 Lisbon Street.

INFORMATION:

We have received a renewal application for a Special Amusement Permit for Dancing & Entertainment from Fast Breaks, Inc., 1465 Lisbon Street.

The Police Department has reviewed and approved the application. A copy of the Police Department log for this establishment, for the past year, is attached.

There was no reference to the business or property address in the Council Constituent Concern log, as maintained by the Administrator's Office.

The business owner has been notified of the public hearing and requested to attend.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

ERB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To grant a Special Amusement Permit for Dancing & Entertainment to Fast Breaks, Inc., 1465 Lisbon Street.

**CITY OF LEWISTON
APPLICATION FOR SPECIAL AMUSEMENT PERMIT**

Date of Application: 9/1/11 Expiration Date: 9/15/2011 License fee: \$116.00

- Class A - restaurants with entertainment, which does not have dancing
- Class B - lounges/bars with entertainment, which does not have dancing
- Class C - either restaurants or lounges/bars with entertainment, including dancing
- Class D - function halls with entertainment, including dancing
- Class E - dance hall or nightclub that admits persons under the age of 21
- Class F - "chem-free" dance hall or nightclub for patrons aged 18 years and older, with no liquor service

Renewal Applicants: Has any or all ownership changed in the 12 months? Yes No

****PLEASE PRINT****

Business Name: Fast Breaks, Inc. Business Phone: 207-982-3305

Location Address: 1465 Lisbon Street, Lewiston 04240

(If new business, what was formerly in this location: _____)

Mailing Address: Same

Contact Person: Lela Richard Home Phone: 782-3305

Owner of Business: Lela and James Richard Date of Birth: 11/14/63 (Lela)
8/2/62 (James)

Address of Owner: 9 Sunset Avenue, Lisbon Falls ME 04252

Manager of Establishment: Lela Richard Date of Birth: 11/14/63

Owner of Premises (landlord): Westminster Associates

Address of Premises Owner: 155 Center Street, Auburn, ME 04210

Does the issuance of this license directly or indirectly benefit any City employee(s)? Yes No
If yes, list the name(s) of employee(s) and department(s): _____

Have any of the applicants, including the corporation if applicable, ever held a business license with the City of Lewiston? Yes No If yes, please list business name(s) and location(s): Fast Breaks, Inc.
1465 Lisbon Street, Lewiston, ME 04240

Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of the law? Yes No If yes, please explain: _____

CORPORATION APPLICANTS: Please attach a list of all principal officers, date of birth & town of residence

Corporation Name: Fast Breaks, Inc

Corporation Mailing Address: 1465 Lisbon Street, Lewiston, ME 04240

Contact Person: Lela Richard Phone: 782-3305

Do you permit dancing on premises? ___ Yes X No (If yes, you must first obtain a dance hall permit from the State Fire Marshall's Office) If yes, do you permit dancing or entertainment after 1:00 AM? ___ Yes ___ No

What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? 1/4 mile

Please describe the type of proposed entertainment:

- dancing
- music by DJ
- live band/singers
- stand up comedian
- karaoke
- magician
- piano player
- other, please list _____
- other, please list _____

If new applicant, what is your opening date?: _____

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto.

I/We hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We hereby waive any rights to privacy with respect thereto.

Signature: [Signature] Title: Vice President Date 9/1/11

Printed Name: Lela Richard

Sent to Code Enforcement: _____ Need reply by: _____ Approved: _____

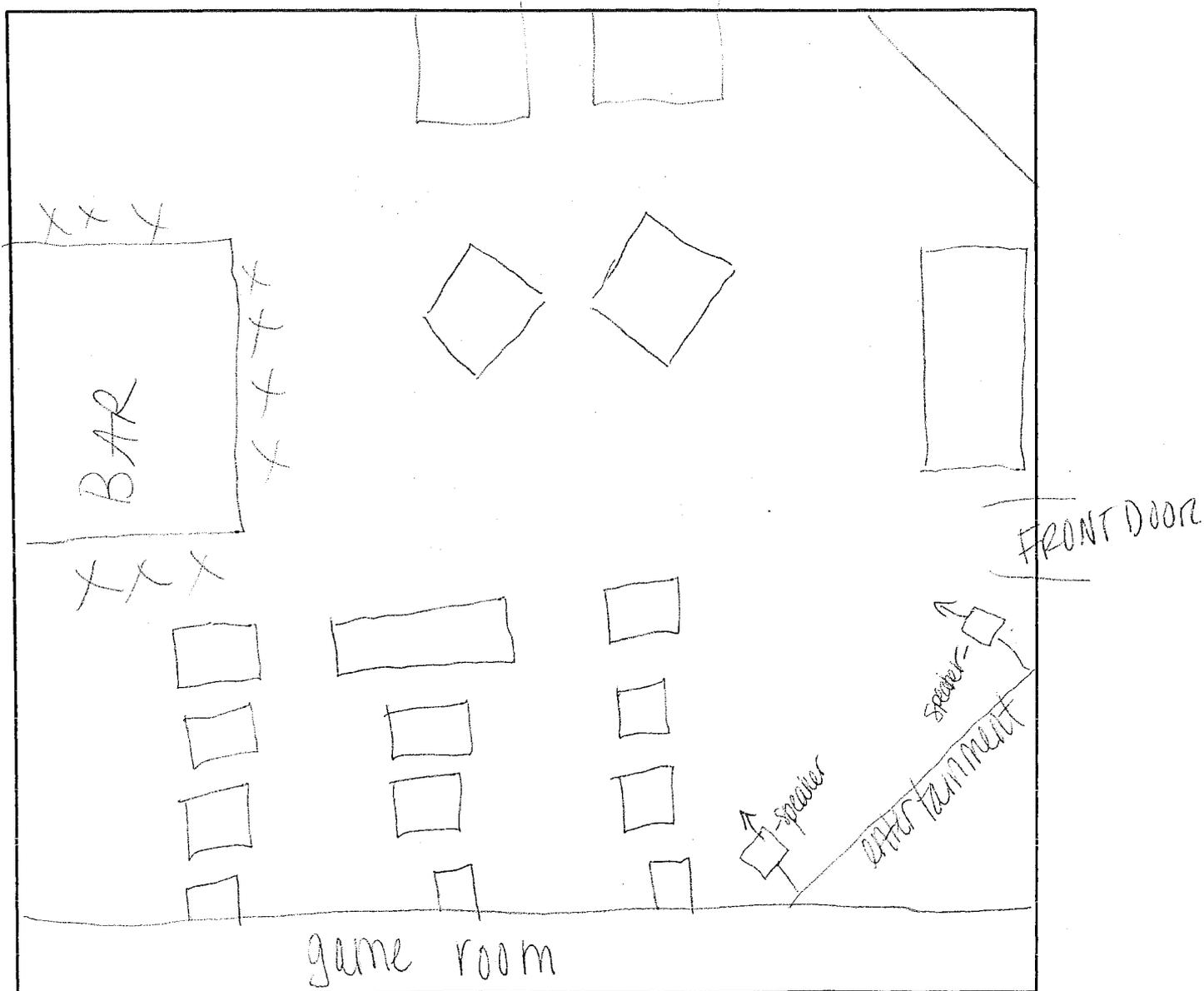
Sent to Police & Fire: _____

Hearing Date: _____ Approved by Council: _____ Vote No: _____

**SPECIAL AMUSEMENT PERMIT
SUPPLEMENTAL APPLICATION FORM
ON-PREMISE DIAGRAM**

In an effort to clearly define your licensed premise and areas that the entertainment is allowed, the City of Lewiston is requiring all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram showing where in the facility the entertainment will be, the direction of any speakers and where the dance floor, if any will be located.



CITY OF LEWISTON, MAINE

Department of City Clerk

Supplementary Questionnaire for Corporate Applicants

- 1. Exact corporate name: Fast Breaks, Inc.
- 2. Date of incorporation: 8/18/2005
- 3. State in which you are incorporated: Maine
- 4. If not a Maine corporation, date corporation was authorized to transact business within the State of Maine: _____
- 5. List the names, addresses previous 5 years, birth dates, title of all officers, directors, and % of stock owned:

NAME	ADDRESS PREVIOUS 5 YEARS	BIRTH DATE	% OF STOCK	TITLE
Lela Richard	9 Sunset Ave	11/14/63	51%	Vice President
James Richard	9 Sunset Ave	8/2/62	49%	President

6. What is the amount of authorized stock? _____ Outstanding stock? _____

7. Is any principal officer of the corporation a law enforcement official?
no

Dated at Lewiston on 9/1/11
City or Town Date


SIGNATURE OF DULY AUTHORIZED OFFICER



POLICE DEPARTMENT

Michael J. Bussiere
Chief of Police



TO: Kelly Mercier, Deputy City Clerk

FR: Lt. Mark S. Cornelio, Support Services

A handwritten signature in black ink, appearing to read 'Mark S. Cornelio'.

DT: August 18, 2011

RE: Liquor License/Special Amusement Permit – **Fast Breaks**

We have reviewed Liquor License/Special Amusement Permit Application and have no objections to the following establishment;

Fast Breaks
1465 Lisbon Street



LEWISTON CITY COUNCIL

MEETING OF OCTOBER 4, 2011

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 2

SUBJECT:

Public Hearing on the renewal application for a Special Amusement Permit for Live Entertainment for Schemengees, 551 Lincoln Street.

INFORMATION:

We have received a renewal application for a Special Amusement Permit for Live Entertainment from Schemengees, 551 Lincoln Street.

The Police Department has reviewed and approved the application.

There was no reference to this business or property address in the Council Constituent Concern log, as maintained by the Administrator's Office.

The business owner has been notified of the public hearing and requested to attend.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

ETB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To grant a Special Amusement Permit for Live Entertainment to Schemengees, 551 Lincoln Street.

CITY OF LEWISTON
APPLICATION FOR SPECIAL AMUSEMENT PERMIT

Date of Application: 9/23/2011 Expiration Date: 10/7/2012 License fee: \$116.00

- Class A - restaurants with entertainment, which does not have dancing
 Class B - lounges/bars with entertainment, which does not have dancing
 Class C - either restaurants or lounges/bars with entertainment, including dancing
 Class D - function halls with entertainment, including dancing
 Class E - dance hall or nightclub that admits persons under the age of 21
 Class F - "chem-free" dance hall or nightclub for patrons aged 18 years and older, with no liquor service

Renewal Applicants: Has any or all ownership changed in the 12 months? Yes No

****PLEASE PRINT****

Business Name: Schemengees Business Phone: 777-1155

Location Address: 551 Lincoln st

(If new business, what was formerly in this location: _____)

Mailing Address: 272 Pond Rd Lewiston

Contact Person: Kathy Lebel Home Phone: 402-9314
~~740-40~~

Owner of Business: Kathy Lebel Date of Birth: 12-22-71

Address of Owner: 272 Pond Rd Lewiston

Manager of Establishment: David Lebel Date of Birth: 10-23-66

Owner of Premises (landlord): Dan Cunhille

Address of Premises Owner: 47 Hector St Auburn

Does the issuance of this license directly or indirectly benefit any City employee(s)? Yes No
If yes, list the name(s) of employee(s) and department(s): _____

Have any of the applicants, including the corporation if applicable, ever held a business license with the City of Lewiston? Yes No If yes, please list business name(s) and location(s): _____

Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of the law? Yes No If yes, please explain: _____

CORPORATION APPLICANTS: Please attach a list of all principal officers, date of birth & town of residence

Corporation Name: Schemengeres Inc.

Corporation Mailing Address: 272 Pond Rd Lewiston

Contact Person: Kathy Lebel Phone: 402-9314

Do you permit dancing on premises? Yes No (If yes, you must first obtain a dance hall permit from the State Fire Marshall's Office) If yes, do you permit dancing or entertainment after 1:00 AM? Yes No

What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? 200 ft

Please describe the type of proposed entertainment:

- dancing
- stand up comedian
- piano player
- music by DJ
- karaoke
- other, please list _____
- live band/singers
- magician
- other, please list _____

If new applicant, what is your opening date?: _____

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto.

I/We hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We hereby waive any rights to privacy with respect thereto.

Signature: Kathy Lebel Title: owner Date 9-23-11

Printed Name: Kathy Lebel

Sent to Code Enforcement: _____ Need reply by: _____ Approved: _____

Sent to Police & Fire: _____

Hearing Date: _____ Approved by Council: _____ Vote No: _____

Ladies Rest Room

Men's Rest Room

Kitchen

PREMISE DIAGRAM

Entrance

Bar

Booth

Pool Table

Pool Table

PT

PT

PT

PT

Dining Area

Pool Table

PT

Office
orange

PT

PT

PT

Pool Table



POLICE DEPARTMENT

Michael J. Bussiere
Chief of Police



TO: Kelly Mercier, Deputy City Clerk

FR: Lt. Mark S. Cornelio, Support Services

A handwritten signature in black ink, appearing to read "Mark S. Cornelio".

DT: August 18, 2011

RE: Liquor License/Special Amusement Permit – **Schemengee's**

We have reviewed Liquor License/Special Amusement Permit Application and have no objections to the following establishment;

Schemengee's
553 Lincoln Street



Schemengee's, 553 Lincoln Street

Apt #	Year MM DD Time	Reason	Action	Call #	Vicinity
	2011 08 13 0013	POL - BAR / LIQUOR CHECK	Cleared	11-69314	N
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	2011 08 07 2340	POL - BAR / LIQUOR CHECK	Cleared	11-67620	N
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	2011 07 21 2356	POL - BAR / LIQUOR CHECK	Cleared	11-62381	N
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	2011 07 16 2344	POL - BAR / LIQUOR CHECK	Cleared	11-60622	N
	2011 07 14 2336	POL - BAR / LIQUOR CHECK	Cleared	11-59975	N
	2011 07 09 2343	POL - BAR / LIQUOR CHECK	Cleared	11-58369	N
	2011 07 08 0005	POL - BAR / LIQUOR CHECK	Cleared	11-57633	N
	2011 06 22 0033	POL - BAR / LIQUOR CHECK	Cleared	11-52466	N
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	2011 06 17 0003	POL - BAR / LIQUOR CHECK	Cleared	11-50979	N
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	2011 06 10 2342	POL - BAR / LIQUOR CHECK	Cleared	11-49100	N
	2011 06 10 0014	POL - BAR / LIQUOR CHECK	Cleared	11-48687	N
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	2011 06 01 1605	POL-Assault	Cleared	11-45922	N
	2011 05 30 0037	POL - BAR / LIQUOR CHECK	Cleared	11-45055	N
	2011 05 22 2345	POL - BAR / LIQUOR CHECK	Cleared	11-42519	N
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	2011 05 14 2321	POL - BAR / LIQUOR CHECK	Cleared	11-39962	N
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	2011 05 10 0021	POL - BAR / LIQUOR CHECK	Cleared	11-38341	N
	2011 05 08 2334	POL - BAR / LIQUOR CHECK	Cleared	11-37974	N
	2011 05 06 2129	POL - BAR / LIQUOR CHECK	Cleared	11-37295	N
	2011 05 01 0058	POL-Liquor Laws	Cleared	11-35695	N
	2011 04 30 2243	POL - BAR / LIQUOR CHECK	Cleared	11-35655	N
	2011 04 29 0003	POL - BAR / LIQUOR CHECK	BUILDING CHECKED/SECURED	11-35061	N
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	2011 04 04 0038	POL-FIGHT-DISTURBANCE	Citation/Summons Issued	11-27572	N
	2011 03 26 2211	POL - BAR / LIQUOR CHECK	Cleared	11-25051	N
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	2011 03 18 2219	POL-Liquor Laws	Cleared	11-22553	N
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	2011 03 07 0005	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Schemengee's, 553 Lincoln Street

Apt #	Year MM DD Time	Reason	Action	Call #	Vicinity
	2011 03 04 2158	POL - BAR / LIQUOR CHECK	Cleared	11-17913	N
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	2011 02 25 2345	POL-FIGHT-DISTURBANCE	Report Taken	11-15912	N
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	2010 12 18 0127	POL-DISTURBANCE - DISORDERLY	Restored to Peace	10-98857	N
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	2010 11 27 0109	POL-DISTURBANCE - DISORDERLY	Unfounded	10-93217	N
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	2010 11 20 2221	POL-Weapons, Gun, Knife	Report Taken	10-91450	N
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	2010 09 11 2204	POL-Liquor Laws	Cleared	10-71597	N
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

LEWISTON CITY COUNCIL

MEETING OF OCTOBER 4, 2011

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 3

SUBJECT:

Public Hearing on the renewal of a Special Amusement Permit for Live Entertainment for Friends Lodge, 724 Main Street.

INFORMATION:

We have received a renewal application for a Special Amusement Permit for Live Entertainment from Friends Lodge, 724 Main Street.

The Police Department has reviewed and approved the application.

There was no reference to this business or property address in the Council Constituent Concern log, as maintained by the Administrator's Office.

The business owner has been notified of the public hearing and requested to attend.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To grant a Special Amusement Permit for Live Entertainment to Friends Lodge, 724 Main Street.

CITY OF LEWISTON
APPLICATION FOR SPECIAL AMUSEMENT PERMIT

Date of Application: 9/27/11 Expiration Date: 10/8/2012 License fee: \$116.00

- Class A - restaurants with entertainment, which does not have dancing
 Class B - lounges/bars with entertainment, which does not have dancing
 Class C - either restaurants or lounges/bars with entertainment, including dancing
 Class D - function halls with entertainment, including dancing
 Class E - dance hall or nightclub that admits persons under the age of 21
 Class F - "chem-free" dance hall or nightclub for patrons aged 18 years and older, with no liquor service

Renewal Applicants: Has any or all ownership changed in the 12 months? Yes No

****PLEASE PRINT****

Business Name: Friends Lodge Business Phone: 207-784-7100

Location Address: 724 Main St. Lewiston, ME

(If new business, what was formerly in this location: _____)

Mailing Address: 724 Main St. Lewiston, Me. 04240

Contact Person: Eileen Knight Home Phone: 207-78-353-4576

Owner of Business: Members Club Date of Birth: _____

Address of Owner: 724 Main St. Lewiston, Me.

Manager of Establishment: Eileen Knight Date of Birth: 7/11/1957

Owner of Premises (landlord): RAY LOMBARD

Address of Premises Owner: P.O. Box 1299 Naples Me. 04055

Does the issuance of this license directly or indirectly benefit any City employee(s)? Yes No
If yes, list the name(s) of employee(s) and department(s): _____

Have any of the applicants, including the corporation if applicable, ever held a business license with the City of Lewiston? Yes No If yes, please list business name(s) and location(s): _____

Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of the law? Yes No If yes, please explain: _____

CORPORATION APPLICANTS: Please attach a list of all principal officers, date of birth & town of residence

Corporation Name: Friends Lodge

Corporation Mailing Address: 724 Main St Lewiston, Me. 04240

Contact Person: Eileen Knight Phone: 207-353-4576

Do you permit dancing on premises? ___ Yes No (If yes, you must first obtain a dance hall permit from the State Fire Marshall's Office) If yes, do you permit dancing or entertainment after 1:00 AM? ___ Yes ___ No

What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? 250 ft.

Please describe the type of proposed entertainment:

- dancing
- music by DJ
- live band/singers
- stand up comedian
- karaoke
- magician
- piano player
- other, please list _____
- other, please list _____

If new applicant, what is your opening date?: _____

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto.

I/We hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We hereby waive any rights to privacy with respect thereto.

Signature: Eileen M Knight Title: Secretary Date: 09-27-11

Printed Name: Eileen M Knight

Sent to Code Enforcement: _____ Need reply by: _____ Approved: _____

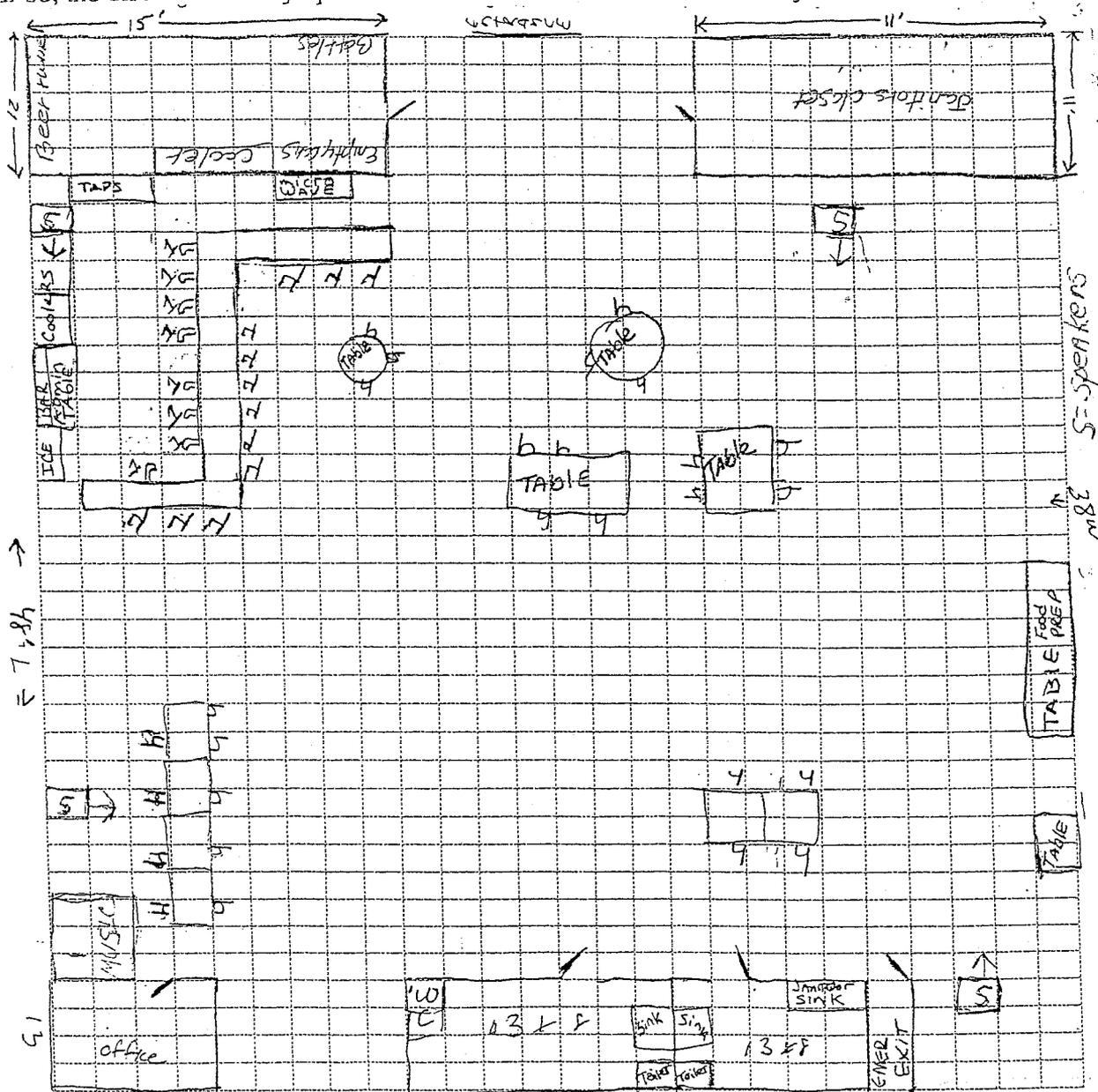
Sent to Police & Fire: _____

Hearing Date: 10/4/11 Approved by Council: _____ Vote No: _____

SPECIAL AMUSEMENT PERMIT SUPPLEMENTAL APPLICATION FORM ON-PREMISE DIAGRAM

In an effort to clearly define your licensed premise and areas that the entertainment is allowed, the City of Lewiston is requiring all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram showing where in the facility the entertainment will be, the direction of any speakers and where the dance floor, if any will be located.



Each square is approximately 1/4 inch by 1/4 inch. Please include square Footage.

CITY OF LEWISTON, MAINE
Department of City Clerk

Supplementary Questionnaire for Corporate Applicants

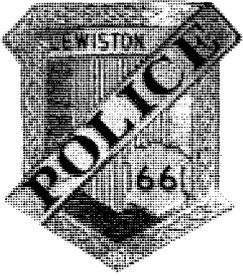
1. Exact corporate name: Friends Lodge
2. Date of incorporation: 03/14/1960
3. State in which you are incorporated: MAINE
4. If not a Maine corporation, date corporation was authorized to transact business within the State of Maine: _____
5. List the names, addresses previous 5 years, birth dates, title of all officers, directors, and % of stock owned:

NAME	ADDRESS PREVIOUS 5 YEARS	BIRTH DATE	% OF STOCK	TITLE
Gary Gardner	71 Warren Ave Lew. ME	11/7/50		President
David Farnell	10 Elaine Ave Lew. ME.	1/17/57		Treasurer
Terry D. Freve SR.	1048 Sabbathus St Lew. Me.	8/16/50		Vice President
Eileen Knight	12 Rabbit Rd Durham, ME	7/11/57		Secretary

6. What is the amount of authorized stock? 0 Outstanding stock? 0
7. Is any principal officer of the corporation a law enforcement official?
NO

Dated at Lewiston on 09-27-11
City or Town Date

SIGNATURE OF DULY AUTHORIZED OFFICER



POLICE DEPARTMENT

Michael J. Bussiere
Chief of Police



TO: Kelly Mercier, Deputy City Clerk

FR: Lt. Mark S. Cornelio, Support Services *MSC*

DT: August 18, 2011

RE: Liquor License/Special Amusement Permit – **Friends Lodge**

We have reviewed Liquor License/Special Amusement Permit Application and have no objections to the following establishment;

Friends Lodge
724 Main Street



LEWISTON CITY COUNCIL
MEETING OF OCTOBER 4, 2011

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 4

SUBJECT:

Public Hearing on a renewal application for a Special Amusement Permit for Live Entertainment for the Midtown Athletic Club, 43 Walnut Street.

INFORMATION:

We have received a renewal application for a Special Amusement Permit for Live Entertainment from the Midtown Athletic Club, 43 Walnut Street.

The Police Department has reviewed and approved the application.

There was no reference to this business or property address in the Council Constituent Concern log, as maintained by the Administrator's Office.

The business owner has been notified of the public hearing and requested to attend.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

ERB/Kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To grant a Special Amusement Permit for Live Entertainment to the Midtown Athletic Club, 43 Walnut Street.

CITY OF LEWISTON
APPLICATION FOR SPECIAL AMUSEMENT PERMIT

Date of Application: 9/29/11 Expiration Date: 11/3/2012 License fee: \$116.00

- Class A - restaurants with entertainment, which does not have dancing
 Class B - lounges/bars with entertainment, which does not have dancing
 Class C - either restaurants or lounges/bars with entertainment, including dancing
 Class D - function halls with entertainment, including dancing
 Class E - dance hall or nightclub that admits persons under the age of 21
 Class F - "chem-free" dance hall or nightclub for patrons aged 18 years and older, with no liquor service

Renewal Applicants: Has any or all ownership changed in the 12 months? Yes No

****PLEASE PRINT****

Business Name: Midtown Athletic Club Business Phone: 207-784-2815

Location Address: 43 Walnut St Lewiston Maine

(If new business, what was formerly in this location: _____)

Mailing Address: 43 Walnut St Lewiston Maine

Contact Person: Carol LeBlanc Home Phone: 252-2495

Owner of Business: Carol LeBlanc Pres. Date of Birth: 11-13-65

Address of Owner: 17 Sand Hill Road Lew ME 04240

Manager of Establishment: Carol LeBlanc Date of Birth: 11-13-65

Owner of Premises (landlord): Joseph Dunn

Address of Premises Owner: 263 Pine Street Lew ME 04240

Does the issuance of this license directly or indirectly benefit any City employee(s)? Yes No
If yes, list the name(s) of employee(s) and department(s): _____

Have any of the applicants, including the corporation if applicable, ever held a business license with the City of Lewiston? Yes No If yes, please list business name(s) and location(s): _____

Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of the law? Yes No If yes, please explain: _____

CORPORATION APPLICANTS: Please attach a list of all principal officers, date of birth & town of residence

Corporation Name: Midtown Athletic club

Corporation Mailing Address: 43 Walnut St Lew ME 04240

Contact Person: Carol LeBlanc Phone: 784-2915

Do you permit dancing on premises? ___ Yes X No (If yes, you must first obtain a dance hall permit from the State Fire Marshall's Office) If yes, do you permit dancing or entertainment after 1:00 AM? ___ Yes ___ No

What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? 1 Floor up 15 feet next Building 30 Feet

Please describe the type of proposed entertainment:

- dancing
- music by DJ
- live band/singers
- stand up comedian
- karaoke
- magician
- piano player
- other, please list _____
- other, please list _____

If new applicant, what is your opening date?: _____

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto.

I/We hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We hereby waive any rights to privacy with respect thereto.

Signature: Carol LeBlanc Title: President Date 9-29-11

Printed Name: Carol LeBlanc

Sent to Code Enforcement: _____ Need reply by: _____ Approved: _____

Sent to Police & Fire: _____

Hearing Date: _____ Approved by Council: _____ Vote No: _____

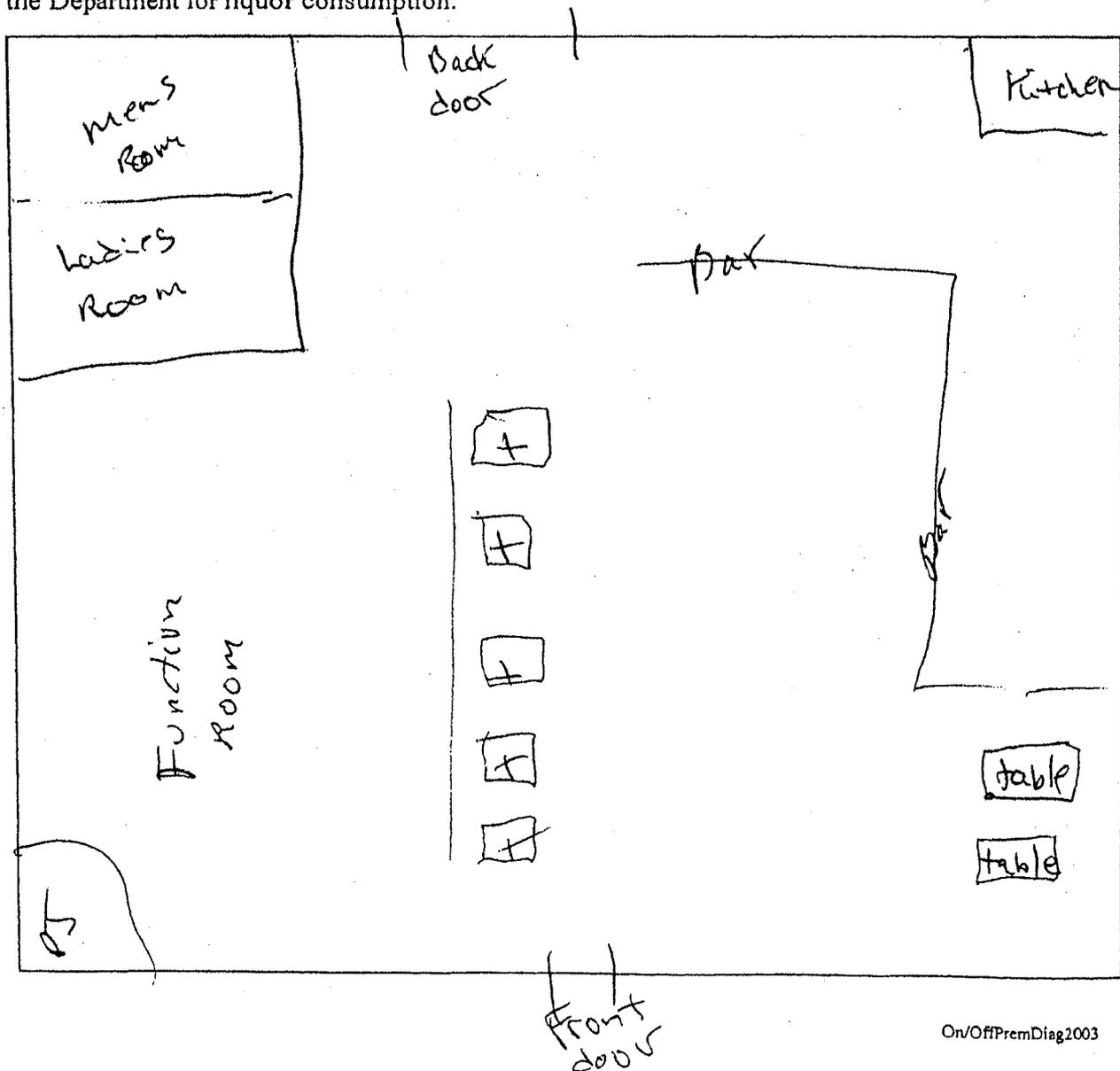
Name	address	birth date	Tel.	title
Carol Leblanc	17 Sandhill Rd Lew		782-516	President
Dolores Leblanc	273 Pond Road LEW		782-6307	Treasurer
Patricia Rowe	17 Sandhill Rd Lew		408-3608	Clerk
Elizabeth Ricahard	143 Mill St. Auburn		312-5577	Board of director
Gary Sinclair	89 Sixth St. Auburn		689-5599	Board of director
Ronda Guenette	131 Pierce St Lew		344-3014	Board of director
Laura Stevens	121 Randall Rd Lew		713-300	Board of director
Connie Levesque	1048 Sabattus St. Lew		784-3364	Board of director
Amy Frost	131 Horton St Lew		312-953	Board of director

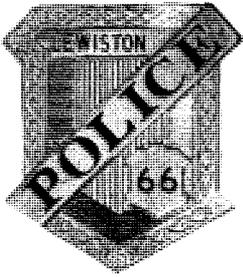


SUPPLEMENTAL APPLICATION FORM ON-PREMISE DIAGRAM

In an effort to clearly define your license premise and the areas that consumption and storage of liquor is allowed, The Liquor Licensing & Inspection Division is requiring all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, decks and all areas that you are requesting approval from the Department for liquor consumption.





POLICE DEPARTMENT

Michael J. Bussiere
Chief of Police



TO: Kelly Mercier, Deputy City Clerk

FR: Lt. Mark S. Cornelio, Support Services *MSC*

DT: August 18, 2011

RE: Liquor License/Special Amusement Permit – **Midtown Athletic Club**

We have reviewed Liquor License/Special Amusement Permit Application and have no objections to the following establishment;

**Midtown Athletic Club
43 Walnut Street**



LEWISTON CITY COUNCIL
MEETING OF OCTOBER 4, 2011

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 5

SUBJECT:

Public Hearing and First Passage regarding an amendment to the Offenses and Miscellaneous Provisions Ordinance regarding the sale and use of consumer fireworks.

INFORMATION:

At the September 27 City Council workshop, the Council reviewed and discussed the proposed ordinance amendment pertaining to the sale and use of consumer fireworks within the City of Lewiston, as presented by the Fire Chief.

Please see the City Administrator's memorandum regarding suggestions for various options for this agenda item.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/Kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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That the proposed amendment to the City Code of Ordinances, Chapter 50 "Offenses and Miscellaneous Provisions", Article VIII. "Sale and Use of Consumer Fireworks", Sections 50-226 through 50-232, to create a new article regarding fireworks within the city limits, receive first passage by a roll call vote and that the public hearing on said ordinance be continued to the next regular City Council meeting.



City of Lewiston Executive Department

EDWARD A. BARRETT
City Administrator

PHIL NADEAU
Deputy City Administrator



September 29, 2011

To: Honorable Mayor and Members of the City Council
Fr: Ed Barrett
Su: Fireworks Ordinance

The Fireworks ordinance that appears on the agenda is the version that was discussed at last Tuesday's workshop. Since there seemed to be a range of Council opinion on how to proceed, I thought it would be useful to outline the alternatives that the Council might consider.

Option 1 – Restricted Use – Discharge Zones 1 and 2

This is the proposal that was discussed during the workshop. It would allow the use of consumer fireworks during certain hours on a year round basis in the more rural areas of the community while limiting them to the 4th of July, New Year's Eve, and New Year's day in the more urban areas. Sale and possession would also be permitted.

Option 2 – Outright Ban

This would prohibit the sale or use of fireworks in the entire City at all times.

Option 3 – Prohibit in Urbanized Areas; Permitted in Rural

This would prohibit the use of fireworks in the urbanized portion of the community at all times while allowing them in the rural areas. Rural use could be on a year-round or date specific basis. Sale of fireworks could either be permitted city-wide, within the rural area only, or prohibited.

Staff Position:

Staff developed Option 1 as the greatest expansion of fireworks in Lewiston that we would be comfortable with, pending actual experience and problems or issues that might result. We would not recommend anything that would further broaden what this option allows. Staff does not object to stricter limits as outlined under options 2 and 3 above.

Procedure

Under the City Charter, all ordinances must receive a first and second reading and be subject to a public hearing. In addition, if any substantive changes are made in an ordinance as the process moves forward, it must be restarted.

Should the Council wish to place stronger limitations on the sale and use of fireworks in Lewiston, I would recommend that the draft presented to you be defeated at first reading and staff be asked to return with the other option that the Council might wish to pursue.

AN ORDINANCE PERTAINING TO FIREWORKS

THE CITY OF LEWISTON HEREBY ORDAINS:

Chapter 50 of the Code of Ordinances of the City of Lewiston, Maine is hereby amended as follows:

CHAPTER 50

OFFENSES AND MISCELLANEOUS

Secs. 50-212—50-225 Reserved.

ARTICLE VIII. SALE AND USE OF CONSUMER FIREWORKS

Sec. 50-226. Definitions.

The following definitions shall apply in this section:

- (1) Consumer fireworks shall have the same meaning as in 27 Code of Federal Regulations, Section 555.11 or subsequent provision, but includes only products that are tested and certified by a 3rd-party testing laboratory as conforming with United States Consumer Product Safety Commission standards in accordance with 15 United States Code, Chapter 47. “Consumer fireworks” does not include the following products:
 - a. Missile-type rockets, as defined by the State Fire Marshal by rule;
 - b. Helicopters and aerial spinners, as defined by the State Fire Marshal by rule; and
 - c. Sky rockets and bottle rockets. For purposes of this paragraph, “sky rockets and bottle rockets” means cylindrical tubes containing not more than 20 grams of chemical composition, as defined by the State Fire Marshal by rule, with a wooden stick attached for guidance and stability, that rise into the air upon ignition, and that may produce a burst of color or sound at or near the height of flight.
- (2) Display means an entertainment feature where the public or a private group is admitted or permitted to view the display or discharge of fireworks or special effects.

Sec. 50-227. Fireworks Restricted Use.

The use, discharge or ignition of fireworks within the City of Lewiston’s restricted fire arms zone, Zone 2 as defined in Chapter 50, Section 107 of this Code, is permitted on and only on the dates of December 31, January 1, and July 4 provided, however, that:

- (1) The use, discharge, or ignition of fireworks is prohibited on all public property, including all public parks, public rights of way, and School Department property;
- (2) The use, discharge, or ignition of fireworks is prohibited on any day specified by the Fire Chief as presenting a high fire danger as identified by posting such designation on the City website;
- (3) The use, discharge, or ignition of fireworks shall not be permitted in close proximity to any building in the City of Lewiston by maintaining a distance of no less than 75' from said building;
- (4) No fireworks will be permitted before 10 a.m. and after 10 p.m. on July 4th;
- (5) No fireworks will be permitted before 10 a.m. on December 31st; and
- (6) No fireworks will be permitted between the hours of 1 a.m. and 10 a.m. or after 10 p.m. on January 1st.

Sec. 50-228. Fireworks Unrestricted Use.

The use, discharge, or ignition of fireworks within the City is permitted year round in the unrestricted fire arms zone, Zone 1 as defined in Chapter 50, Section 107 of this Code, subject to the restrictions set forth in section (b) above.

Sec. 50-229. Exception.

This section does not apply to a person issued a fireworks display permit by the City of Lewiston and/or the State of Maine pursuant to 8 M.R.S.A. §227-A.

Sec. 50-230. Violations.

- (1) Any person who uses consumer fireworks or possesses consumer fireworks with the intent to use in the City of Lewiston in violation of this ordinance shall receive a citation.
- (2) The following civil penalties shall be imposed for violations of this ordinance:

<u>First Citation</u>	<u>\$110.00</u>
<u>Second Citation</u>	<u>\$215.00</u>
<u>Third Citation</u>	<u>\$425.00</u>
<u>Fourth and subsequent Citation</u>	<u>\$850.00</u>

Sec. 50-231. Sale of Fireworks.

The sale of fireworks in the City of Lewiston shall be permitted providing all State of Maine Laws regarding such sale are satisfied and a valid permit to conduct sales is issued

No. 11-
Effective:

by the State Fire Marshall's Office and the City of Lewiston.

Sec. 50-232. Seizure and disposal of fireworks.

The City may seize consumer fireworks that the City has probable cause to believe are used, possessed, or sold in violation of this section. Seized consumer fireworks shall be forwarded to the State for disposal.

Note: Additions are underlined; deletions are ~~struck out~~.

LEGAL AD

**PUBLIC HEARING NOTICE
CITY OF LEWISTON
PROPOSED ORDINANCE AMENDMENT**

A public hearing on the following ordinance amendment, for passage on first reading, will be held in the Council Chambers, City Building, on **Tuesday, October 4, 2011, at 7:00pm**, or as soon thereafter as it may be heard. Any interested person may appear and will be given the opportunity to be heard before final action on said ordinance adoption.

OFFENSES AND MISCELLANEOUS PROVISIONS ORDINANCE

This amendment would regulate the sale, possession and use of fireworks within the City of Lewiston.

The City of Lewiston is an EOE. For more information, please visit our website at www.ci.lewiston.me.us and click on the Non-Discrimination Policy.

Kathleen M. Montejo, MMC
City Clerk

LEGAL AD - SUN JOURNAL - Thursday, Sept 29, 2011

TO: LSJ Advertising Dept. 784-3062 fax Attn: Venise
FROM: Lewiston City Clerk's Office 784-2959 fax

Thank you.

Please bill the City Clerk's Dept account.

LEWISTON CITY COUNCIL
MEETING OF OCTOBER 4, 2011

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 6

SUBJECT:

Order authorizing the City Administrator to demolish certain city-owned tax acquired structures.

INFORMATION:

In June, staff prepared an order to authorize the demolition of certain tax acquired properties. Prior to Council action, however, it was determined that the City's property tax liens had not been perfected and the City had not yet acquired ownership in those properties.

Tax liens have now matured on two properties located at 187 and 191 Lincoln Street. 187 Lincoln Street is a vacant three family home in very poor condition and located on a 25 foot by 100 foot lot. 191 Lincoln is a vacant six unit building also in very poor condition and located on the same size lot. Both properties have been vacant and condemned for some time, are beyond economic repair, and pose a hazard to the public.

After demolition, the City will retain ownership of the underlying land which can either be sold or used for some other beneficial purpose, potentially providing some offset to the anticipated demolition costs.

See attached cost estimate from Norm Beauparlant.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the Order authorizing the City Administrator to demolish certain city-owned, tax acquired structures.



**City of Lewiston Maine
City Council Order
October 4, 2011**



Order, Authorizing the City Administrator to Demolish Certain City Owned Tax Acquired Structures.

WHEREAS, the City has acquired tax title to a number of structures which have been condemned, cannot be economically rehabilitated, pose a health and safety hazard to the public, and, given these considerations, must be demolished; and

WHEREAS, since the City has acquired ownership of both the structures and the land, there is the opportunity to either sell the land or find other appropriate uses for it, thus receiving some benefit to offset demolition costs; and

WHEREAS, the necessary funding for demolition has been made available through the Community Development Block Grant Program and a General Fund bond issue;

Now, therefore, be It Ordered by the City Council of the City of Lewiston that

The City Administrator is authorized to take the necessary steps to demolish the structures located at 187 and 191 Lincoln Street, where both the structures and land are owned by the City as a result of matured tax liens.



Finance Department



Norman J. Beuparlant
Director of Budget/Purchasing
nbeau@ci.lewiston.me.us

TO: Gil Arsenault , Director of Planning/Code Enforcement
FROM: Norman J. Beuparlant, Director of Budget/Purchasing
SUBJECT: 187 &191 Lincoln Street (probable demolition cost)
DATE: September 28, 2011

As a follow up to my original est. of costs for complete demolition of the structures at 187 & 191 Lincoln Street, the following lists the items that were considered in estimating the probable demolition cost.

The environmental evaluation has been completed with qty. est. on ACM items, in addition some base line assumptions were made based on the visual assessment that I was able to do. In addition to the site walk, I have reviewed the City Assessment cards on the structures involved and have made some base line estimates on the demolition techniques that will be used.

Assumption used:

1. All the structures at 187 & 191 Lincoln Street will be demolished as one (1) project;
2. The Roof systems have been confirmed to have ACM issues.
3. ACM pipe covering was not found in the basement area of both basements.
4. Floor covering tested negative positive for ACM.
5. Furnaces also negative for ACM issues.
6. No UST exists to be dealt with.
7. Demolition to be done consistent with City standards for separation of materials.
8. Foundations at sidewalk to be left in place to support new sidewalks and adjacent foundations

Summary Estimate:

	Cost Range
Environmental Demolition Assessment and work plan	\$3,000
ACM Abatement (Pipe Covering, Furnace and roof materials & Siding Materials) Note: Most of the cost carried is siding related	\$25,000-30,000
ACM Monitoring	2,000-3,000
Demolition including fill to grade (Both as on Project)	24,000-28,000
Tipping Fees (wood waste to Bio-Fuels @ \$79/ton X 200) Note: City projects avoid this cost as we make use of contract credit	14,000-16,000
Tipping Fees (waste material to Landfill @ \$85/ton X 20)	1,500-2,000
Disposal of concrete/brick to fill site (10 loads)	1,000-2,000
Total Estimated Demolition Cost	\$70,500-84,000
Total Estimated Demolition less Wood Tipping fees if credit used	\$56,500 – 68,000

LEWISTON CITY COUNCIL

MEETING OF OCTOBER 4, 2011

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 7

SUBJECT:

Order Authorizing the City Administrator to Execute a New Collective Bargaining Agreement with the American Federation of State, County and Municipal Employees (AFSCME Council #93) Local 1458-00, on behalf of the Lewiston Public Works Unit.

INFORMATION:

The City Council is requested to approve a two year agreement with the American Federation of State, County and Municipal Employees (AFSCME Council #93) Local 1458-00, on behalf of the Lewiston Public Works Unit which represents the public works employees of the City.

This agreement is for the period of July 1, 2011 to June 30, 2013.

Please see the attached memorandum from Deputy City Administrator/HR Director Phil Nadeau which outlines the highlights of the contract.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

CAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the Order Authorizing the City Administrator to Execute a New Collective Bargaining Agreement with the American Federation of State, County and Municipal Employees (AFSCME Council #93) Local 1458-00, on behalf of the Lewiston Public Works Unit.



**City of Lewiston Maine
City Council Order
October 4, 2011**



Order, Authorizing the City Administrator to Execute a New Collective Bargaining Agreement with the American Federation of State (AFSCME), County and Municipal Employees, AFSCME Council #93, Local 1458-00 on Behalf of the Lewiston Public Works Unit.

Whereas, the City and AFSCME union representatives have worked diligently over the last several months to develop a new collective bargaining agreement; and

Whereas, all who participated in the development of the AFSCME collective bargaining agreement believe that all sides have produced a contract which is sensitive to the current economic climate and reflects the organizational goals and objectives of both the city and AFSCME;

Now, therefore, be it Ordered by the City Council of the City of Lewiston that

The City Administrator is authorized to execute the new FY 2012-2013 AFSCME collective bargaining agreement and is authorized to approve any final administrative, non-monetary, and non-substantive amendments as needed.



The Office of
Deputy City Administrator
Phil Nadeau
27 Pine Street • Lewiston, Maine • 04240
Tel. 207-513-3121, Ext. 3201 • Fax 207-795-5069
Email: pnadeau@lewistonmaine.gov



MEMORANDUM

TO:	Mayor and City Council
FROM:	Phil Nadeau, Deputy City Administrator & Chief City Negotiator
DATE:	October 4, 2011
RE:	Proposed AFSCME Contract

1. BACKGROUND

The city has been working for several months with the AFSCME negotiating team to develop the enclosed proposed contract. The AFSCME membership voted last week to support the contract. Notable features of the proposed contract are as follows:

- Contract if for two years: FY2012 and FY2013
- COLA adjustments: FY2012 – 1.0%; FY2013 – 1.5%
- Health Insurance Contributions: Effective FY2012, employee contributions will rise from no less than 10% to no less than 11% for all employees hired before September 1, 2007 (all employees hired after that date will continue to pay no less than 20%)
- Preservation of double time on Sundays
- New language allowing for flexing of employees to provide coverage for landfill scalehouse
- New language allowing for more city flexibility to pursue other health insurance opportunities in the future

2. RECOMMENDED ACTION

To approve the proposed contract.

FINAL PROPOSAL FOR CITY COUNCIL 10.4.11 #2

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF LEWISTON

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES**

[AFSCME COUNCIL #93] LOCAL 1458 - 00

ON BEHALF OF

LEWISTON PUBLIC WORKS UNIT

~~JULY 1, 2007 TO JUNE 30, 2010~~

July 1, 2011 TO June 30, 2013

PHILOSOPHY STATEMENT

Our goal is to better the City of Lewiston and Public Works Department through mutual trust and respect.

To improve customer service and public image by working as one team formed by Management and Union Employees. To achieve our goals through safety and training, to operate at utmost efficiency and ultimately improve our quality of life.

GUIDING PRINCIPLES

The guiding principles of contract negotiations between the City of Lewiston and the Public Works Employees of AFSCME are:

- Mutual respect and trust
- To work as one team with total commitment
- Sharing of information
- Discussing issues of importance to the Public Works Department until a consensus is reached.

Commitment to these principles will result in an overall improvement for the Public Works Department and its Employees.

This Agreement is made by the Lewiston City Council, hereinafter referred to as the Employer, with Council No. 93 – American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union. Both parties and their respective members may be hereinafter referred to as “we”.

GENERAL DECLARATION

We pledge to cooperate in strict observance of all the terms, provisions and agreements herein contained so that the purposes and objects of this Agreement may be fully attained to the end that mutual interests of parties hereto may be maintained at all times. We recognize that we have the responsibility of cooperating with each other in maintaining discipline and cooperative environment in the department, to the end that maximum production and efficiency shall be maintained.

We agree to cooperate for the mutual interest of both parties and hereby agree to the following methods which provide for the economic welfare of each other and our Employees; quality and quantity of production; economy of operations; reduction of waste; safety of the Employees; cleanliness of work area and equipment, and protection of property.

We acknowledge that the terms and conditions set forth in the Agreement express the full and complete agreement of the parties. The parties to the Agreement are under no obligation, during the term of the Agreement, to bargain regarding terms of the Agreement. However, in the event that either party desires to meet and discuss items which are not included in this Agreement at any time during the term of this Agreement, it may give notice of such desire to the other party. If the other party agrees to meet and discuss and if the parties reach an agreement, such agreement shall be set forth in a formal amendment to this Agreement. In all cases, we agree to communicate and meet with each other to discuss needs and concerns, afford mutual consideration, and to develop efficient, meaningful solutions.

ARTICLE 1
MANAGEMENT RIGHTS

Section 1. Exempt Employees

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours and other conditions of employment for all Employees of the Lewiston Public Works Department, except for the following defined Employees:

Account Clerk	Maintenance Garage Supt.
Arborist/Team Manager	Office Manager
Asst. Business Manager	P.W. Admin. Assistant
Asst. Director	PC Tech / Sr. Principal Clerk
Asst. Water & Sewer Supt.	Principal Clerk
Billing Manager	Project Engineer
Billing/Account Clerk	Public Works Technician
Building Maintenance Supt.	Quality / Specialty Team Manager
Business Manager	Receptionist / Account Clerk
CAD Designer	Safety & Loss Time Coordinator
City Engineer	Senior Account Clerk
Construction Inspector	Senior Draftsperson / CADD
CSO & Water System Coordinator	Senior Linesperson
Director	Senior Principal Clerk
District Team Manager	Solid Waste & Recycling Coor.
Electrical Superintendent	Solid Waste Management Supt.
Engineering Aide	Storekeeper
Engineering Technician I/II/III	Storekeeper/Dispatcher
Equipment Mechanic Foreman	Temporary Employees
Equipment Mechanic Leadperson	Traffic Supervisor
Highway Superintendent	Water & Sewer Foreman
Inventory Manager	Water & Sewer Operations Manager
Laboratory Manager	Water & Sewer Superintendent
Laboratory Technician	Water Quality Manager
Local Area Network Administrator	

Section 2. Management Rights

Except as specifically limited by the terms of this Agreement, the Employer retains the exclusive right to control all aspects of the management and operation of the Public Works Department, its Employees and its equipment.

ARTICLE 2
UNION ADMINISTRATION

Section 1. Union Membership

All members of the Union at the time the Agreement is signed, and any other Employees who join the Union during the life of the Agreement, shall remain members of the Union for the duration of the Agreement. Fifteen (15) days prior to the expiration of the Agreement and at any time thereafter until a new Agreement is executed, an Employee may withdraw his name from membership. Once withdrawn, the former member shall be subject to the fair share provision described below.

Section 2. Non-Union Membership

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 form authorizing the deduction of ~~ninety (90%) percent of the regular weekly Union dues~~ – the exact amount to be determined by the AFSCME International **annual audit, which shall comply with state and federal laws and regulations**^{SC1}.
2. The Employee may elect to be represented by the Union on a fee-for-service basis, but only for those Employees who were not members as of June 30, 2004. The Union may charge such an Employee a reasonable fee (as determined by AFSCME – Council 93), for any requested services, including reasonable fees for Employee representative services, attorney's fees and costs and expenses and arbitrators' fees and expenses.

For an Employee hired after the execution of this Agreement, it shall be a condition of employment that s/he join the Union or pay a fair share, as described above.

Section 3. Check – Off

The Employer agrees to deduct the Union membership dues from the pay of those Employees who authorize such deduction by a signed check-off authorization card delivered to the Employer. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Local Union and the aggregate deductions of all Employees shall be remitted together with an itemized statement to the Treasurer of Council 93 in Augusta, Maine on or before the fifteenth

(15th) of the month following deduction. This authorization shall be irrevocable during the term of this Agreement. Union dues shall be deducted on a weekly basis.

Section 4. Other AFSCME Deductions

The Employer agrees to deduct other AFSCME deductions weekly from the pay of those Employees who authorize such deduction by a signed authorization form delivered to the Employer. The amounts to be deducted shall be certified to the Employer by said authorization form and the aggregate deductions of all Employees, together with an itemized statement of such other AFSCME deductions as a single amount shall be remitted monthly to the Treasurer of Council 93 in Augusta, Maine. The deduction of such premiums shall only apply to programs sponsored by Council 93 – AFSCME. The only exception shall be the Income Protection Plan. Effective as soon as reasonably possible after the execution of the Agreement, Employees shall have the choice of participating in the Income Protection Plan sponsored by the MMEHT.

Section 5. Discrimination

The Employer and Union mutually agree not to interfere with the rights of Employees to become members of the Union or to refrain from doing so, and neither party shall engage in any discrimination, interference, restraint or coercion against any Employee on the basis of his membership, non-membership, participation or non-participation in the Union or its activities.

Section 6. Indemnification

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

ARTICLE 3 HOURS OF WORK

Section 1. Regular Hours

The regular hours of work each day shall be consecutive.

Section 2. Work Week & Shift Differential

The work week shall consist of five (5) eight (8) hour days, Monday through Friday inclusive (except for currently existing deviations – janitors and winter night patrol). In some instances, the work week may be altered on a seasonal or temporary basis. Such changes may only occur if agreed upon by the Employees involved and the Employer. Written sign-offs shall be obtained from both the Employees and appropriate Union representatives. The sign-offs will clearly indicate the nature of the change including projected starting and ending periods (e.g. number of weeks). A shift differential pay of \$0.45/hour [~~effective 09/01/2007~~ ^[SC2]] will be paid

to Employees whose shift is temporarily changed to address seasonal, temporary or emergency work requirements. Ten (10) hour daytime shifts are excluded from the shift differential.

Section 3. Work Shift

Eight (8) consecutive hours of work within the twenty-four (24)-hour period beginning at 7:00 AM shall constitute the regular work shift. Changes in the starting/ending times of the work shift shall be preceded by a thirty (30)-day notice and/or posting unless written sign-offs are obtained from both the Employees and appropriate Union representatives. The sign-offs will clearly indicate the nature of the change including projected starting and ending periods. In the event of emergencies, the Director of Public Works or his/her designee has the authority to change starting/ending times of work shifts with a twenty four (24)-hour notice and/or posting. The Director of Public Works or his designee shall be the sole judge in determining periods of emergency. In exercising his/her judgment, the Director or his/her designee shall not act arbitrarily or capriciously. An emergency is a condition, which adversely impact the public health or safety. This is generally severe weather related, but may include other situations such as a hazardous material spill. Events such as ice storms, hurricanes, floods, earthquakes, fires, snow removal necessitated by public safety and etc., could be considered emergencies. In some of these cases, extended operations may be required to adequately respond to the emergency condition, such that it makes sense for the Department of Public Works to temporarily change the starting/ending times of shifts to extend the hours the Department can operate to effectively respond to the emergency conditions.

Section 4. Rest Periods

All Employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift (1/2) shift. Rest periods shall be taken at times which are convenient and efficient to the current work assignment. The Weigh Station Attendant shall have a forty-five (45) minute lunch break instead of two fifteen (15) minute rest periods. Both the City and the Union recognize supervisors may pitch in to help maintain customer services for short periods such as during break times or times of increased customer demand. For extended periods (more than an hour) management will assign other personnel trained to perform the work (see Art 15, Section 4 [Training]SC3).

Employees who are required to work during a period extending beyond their regular quitting time shall be allowed a fifteen (15) minute rest period before he starts to work on such next shift provided he works a minimum of two (2) hours or required to commence work at a time other than his regular starting time, whenever feasible, shall be granted, as nearly as possible at the end of every second hour, a rest period of fifteen (15) minutes. With the permission of his supervisor, an Employee entitled to two (2) of such periods may combine them into a single thirty (30) minute period, at a convenient time during the four (4) hour period. The additional rest periods, whether taken singly or in combination may, with the permission of the supervisor, be taken in a restaurant at or near the work site. Scale house employee shall have a forty five (45) minute lunch breakSC4:

ARTICLE 4 OVERTIME

Section 1. Rate of Pay

An Employee shall be paid at time and one-half (1 ½) of his regular hourly rate for all hours worked before and after his regular work shift without duplication.

Section 2. Compensatory Time-Off

An Employee who works overtime may elect to be compensated with compensatory time-off in lieu of overtime pay. Compensatory time-off shall be calculated at one and one-half (1 ½) times the hourly rate for the period of overtime worked (or double time, as the case may be) and be scheduled as any other vacation time. The maximum accumulation of compensatory time-off shall be limited to ~~eighty [80]~~ eighty (80) hours which shall be increased to one hundred (100) hours effective July 1, 2012^[SC5]. Once yearly, during the month of December, Employees shall be allowed to cash-in accumulated compensatory time. Also, on July 1st of each year, compensation time shall be issued once a year as follows: 'A' Team Employees shall receive twelve [12] hours of compensatory time, while; 'B' Team members shall receive four [4] hours. Additionally, employees of the Water/Sewer Department shall receive eight (8) hours for utility breaks. ~~compensatory for water and sewer breaks~~^[SC6]. Such hours shall be used as any other accumulated compensatory time.

Section 3. Double Time

Double time shall be paid for all work on Sunday or the seventh (7th) day in any work week, whichever is appropriate and unless other arrangements are mutually agreed upon. ~~This section shall be deleted, effective 6/29/10~~^[SC7].

Section 4. Overtime Work

- a. EMERGENCIES – It is recognized that Employees need to be available for overtime work in periods of emergency, for snow plowing, snow removal, water breaks and sewer back-ups. The Employees agree that when inclement weather is imminent, they shall report for work when called unless they have previously informed the Employer of their unavailability for work and have been excused. In consideration of the aforementioned, the Employer agrees to inform the Employees of the need for overtime work and/or anticipated inclement weather as expeditiously as possible. The Director of Public Works or his designee shall be the sole judge in determining periods of emergency. In exercising his judgment, the Director or his/her designee shall not act arbitrarily or capriciously.
- b. MODIFIED DUTY – The Director of Public Works, or his/her designee, shall be the sole judge in determining the eligibility of modified-duty personnel for overtime work. Such determination shall be made on an individual basis.

Section 5. Consecutive Hours

No Employee shall be required to work after sixteen [16] hours of work of any type, except during declared emergencies. An Employee who desires to discontinue work after sixteen [16] consecutive hours of work of any type shall be permitted to do so. Specific applications shall be referenced in the Overtime Policy.

Section 6. Compulsory Overtime

An Employee may be required to remain on duty after the end of his scheduled work shift to a maximum of four (4) additional hours^[sc8] to perform work other than that specified in ~~Section 3 above~~. Any overtime in addition to four (4) hours being optional with the individual Employee unless the Director determines that an emergency situation requires additional compulsory overtime.

Section 7. Overtime Policy

Overtime work shall be distributed according to the Overtime Policy^{ies}, hereby incorporated by reference in Appendix D of this contract^[sc9], as agreed upon by the Employer and the Union. Changes to the Overtime Policy may be proposed by either the Employer or the Union at any time. However, any amendments to said policy shall be mutually agreed upon by both the Employer and the Union. Any amendments to the Overtime Policy shall be distributed to all Employees. Both parties, their Employees, and supervisory personnel will make every effort to fully implement this policy.

Section 8. Posting

A record of the overtime hours worked by each Employee shall be posted on the Department bulletin board monthly.

Section 9. Administration

No requirement for the performance of overtime work shall be made under Section 5 and 6 of this Article in an arbitrary or capricious manner.

Section 10. Meal Allowance

An allowance of \$5.50 for meals shall be paid to an Employee for every four (4) consecutive hours of time worked after eight (8) hours of work on regular Public Works' assignments. Work performed for other Department or operating agencies shall be subject to this Section.

ARTICLE 5

MISCELLANEOUS PAID TIME

Section 1. End-of-Shift Activities

All Employees will be permitted a minimum fifteen (15) minute period prior to the end of each regular work shift to conduct end-of-shift activities which may include but are not limited to necessary equipment maintenance, tool return, paperwork and personal clean-up. Work schedules and overtime shifts shall be arranged so Employees may take advantage of this provision and the Employer shall make the required facilities available.

Section 2. Call Time

Any Employee called to work outside of his regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate of time and one-half (1 ½). If an Employee is called to work on Sunday, he shall be paid a minimum of two (2) hours at a rate of two (2) times his regular rate of pay.

Section 3. Stand-by Duty

Employees who are required to be on stand-by shall be compensated for said duty. Stand-by duty is defined as an Employee being required to carry a receiving device and to remain within receiving range for the purpose of responding to calls for service. Employees shall be on stand-by duty on a weekly basis. This section shall only apply to the following areas: Pump station/hydro operations, street lighting, water and sewer. This section shall in no way be interpreted as circumventing the Employee's mandatory overtime responsibilities incorporated in Article 4, Section 3 of this Agreement. Employees shall be paid for each respective week of required stand-by duty as follows:

July 1, 2007 to June 30, 2008	\$170.00 [SC10]
July 1, 2008 to June 30, 2010	\$180.00

ARTICLE 6

HOLIDAYS RECOGNIZED AND OBSERVED

Section 1.

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

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veteran's Day
President's Day	Thanksgiving Day and the day after Thanksgiving
Patriot's Day	Christmas Day
Memorial Day	½ Day before Christmas
Independence Day	Columbus Day

Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday.

Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

Section 2. Eligibility Requirements

Employees shall be eligible for holiday pay under the following conditions:

- a) The Employee would have been scheduled to work on such day if it had been observed as a holiday unless the Employee is on a day off, vacation, layoff or sick leave; and
- b) The Employee worked his last scheduled work day prior to the holiday unless he is excused by the Employer, is absent for any reasonable purpose or is on an amended work week. The Employer and the Union shall mutually agree upon reasonable purpose in each case. If a holiday is observed on an Employee's scheduled day off or during his vacation, he shall be paid for the un-worked holiday. Permanent Employees who are on inactive status due to a layoff or sick leave that commenced less than thirty (30) days prior to the week in which the holiday occurs shall receive pay for each holiday.

Section 3. Holiday Pay

Eligible Employees who perform no work on a holiday shall be paid their regular day's pay. Employees who work ten (10) hour shifts shall receive ten (10) hours pay for holiday pay.

Section 4. Holiday Work

If an Employee works on any of the holidays listed above, he shall be paid time and one-half (1 ½) for all hours worked in addition to his holiday pay. If an Employee works on Christmas Day, he shall be paid two (2) times his regular rate of pay for all hours worked in addition to his holiday pay.

Section 5. Holiday Hours for Overtime Purposes

For the purpose of computing overtime, all holiday hours (worked or un-worked) for which an Employee is compensated shall be regarded as hours worked.)

ARTICLE 7

SICK LEAVE

Section 1. Eligibility

Employees shall be eligible for sick leave after thirty (30) calendar days service with the Employer.

Section 2. Allowance

Employees shall be allowed one (1) day of sick leave for each month of service up to one hundred sixty-five [165] sick leave days. Sick leave shall be earned by an Employee for any month in which the Employee is compensated for eighty (80) or more hours. After an Employee has been on Workers' Compensation for three (3) months, Workers' Compensation benefits shall not be deemed to be money paid for the purpose of sick leave accumulation. Any Employee who receives Workers' Compensation benefits from another Employer shall not accrue sick leave during the time which the Employee receives another Employer's Workers' Compensation benefits.

Section 3. Pay Upon Retirement

Upon separation after 25 years of service, an Employee shall receive an amount equal to his salary at the time of retirement for one-half (1/2) the number of days of unused sick leave not to exceed sixty (60) days. For the purpose of this section, sick leave shall accumulate to only one hundred twenty (120) sick leave days.

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. Administration

Employees shall be charged for sick leave used to the nearest one-half (1/2) hour or as otherwise permitted. Employees returning to work after three (3) or more work days of consecutive illness may be required to obtain a doctor's slip at the Employer's expense.

Section 5. Sick Leave Incentive

As an incentive to conserve sick leave, the Employer agrees to reimburse Employees with one (1) vacation day (straight-time pay) or one day's pay at straight time^[SC11], for each four (4)-month period in which no sick leave is used. Employees meeting this criterion may submit their written request to the Department's Business Office for said reimbursement no later than thirty (30) days after becoming eligible. Absence of such written request shall disallow the Employee from receiving the incentive for any given four (4)-month period. (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.) Use of vacation day(s) shall be in accordance with Article 10 of this Agreement. In its discretion, the Employer may reserve payment to a week in which the Employee earned no overtime. It is understood that the Employee is responsible to track sick leave usage; however, the Employer will post, monthly, sick leave usage.

Section 6 Retirement Health Savings^[SC12]

All eligible sick time up through February 15th of each year shall be processed through payroll no later than ~~SC131~~ Effective February 28th of each year. Employees shall contribute unused accumulated sick leave to a Retirement Health Savings [RHS] Plan, as follows: 0 to 100 hrs—0; 101 to 299—2; 300 to 699—5; 700 to 1199—6; 1200 + —10. Payments to the RHS Plan shall be made in July of the same year as it is withdrawn from the Employees' sick leave balances.

Section ~~6~~^[SC14] 7. Family Sick Leave

Employees shall be allowed to use up to twelve (12) days of their accumulated sick leave each year for family illness. For the purpose of this section, family shall be defined as parents, spouse, child and/or step-child.

**ARTICLE 8
PAID LEAVE**

Section 1. Bereavement Leave

In the event of death in the family of an Employee (spouse, child, step-child or parent) the Employee shall be allowed paid leave for all scheduled hours lost up to five (5) working days for attendance at the funeral and/or handling of necessary arrangements.

In the event of death of other family members (step-parents, brother, sister, step-brother, step-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren) the Employee may be allowed to receive his/her regular rate of pay for the scheduled hours missed up to three (3) working days for attending the funeral and/or handling the necessary arrangements. The amount may be extended, if requested, to the Department Head to five (5) days.

At the discretion of the Employer and with consideration of service to the public, Employees or representatives of Employees who request to attend the funeral of a current department Employee will be permitted to do so during working hours.

Section 2. Jury Duty

An Employee shall be granted a leave of absence any time he is required to report for jury duty or jury service. The Employee shall be paid his regular wages for each day of jury service. The Employee shall reimburse the City the per diem rate upon receiving his/her Jury Duty compensation check.

Section 3. Civic Duty

An Employee required to appear before a court or other public body on any matter not related to his work and in which he is not personally involved, as a Plaintiff or Defendant, shall

be paid his regular wages for each day of service. The Employee shall reimburse the City the per diem rate upon receiving his/her Civic Duty compensation check.

Section 4. Driver's License Hearings

Whenever an Employee is required to attend a State of Maine Motor Vehicle hearing concerning a license which is required for the job and such hearing is caused by the Employee being charged with three (3) vehicular accidents [one (1) of which shall have occurred while the Employee was on the job], the Employee shall suffer no loss of pay to attend such hearing.

ARTICLE 9

SENIORITY

Section 1. Seniority List

A seniority list shall be established listing all Employees covered by this Agreement with the Employee with the greatest seniority listed first. Seniority shall be based on the Employee's service beginning when first appointed in the AFSCME unit, and continuing without interruption in employment with the City of Lewiston.

Section 2. Promotions/Layoffs

The Employer and the Union recognize that promotional opportunity and job security in the event of promotion, decrease of forces and recall should increase in proportion to the length of continuous service, and that the intent will be that whenever practicable, full consideration shall be given continuous service in such cases. For the purposes of this section, the Promotion Policy is hereby incorporated by reference. In recognition, however, of the responsibility of management for the efficient operation of the Department, it is understood and agreed that in all cases of:

1. Promotion, and
2. Increase in forces

The following factors shall be considered in the order listed:

- a) Ability to perform the work
- b) Continuous service
- c) Physical fitness
- d) Past performance

Section 3. Vacancies

A-vacancy, if the Employer elects to fill it, shall be filled from the ranks of qualified permanent Employees, if any; if none, then from the ranks of qualified probationary Employees,

if any. If the Director determines that there are no qualified Employees in such categories, he may, in his discretion, fill the vacancy from outside. A vacancy which is to be filled shall be posted on the bulletin boards in the Public Works buildings for a period of five (5) work days before the position is allocated to anyone. During this period, Employees who wish to apply for the position may do so.

When a vacancy is posted, the Employee(s) making application for such vacancy who has previously served in the classification, is currently serving in the same classification or is serving in a higher classification, if qualified shall be given the opportunity to fill the vacancy before other applicants are considered for such vacancy. In the event that more than one (1) qualified Employee applies for a vacancy, then the selection shall be according to Section 2 of this Article. An Employee who moves to a lower classification shall be placed in the same step for that classification as the step which he was serving prior to his latest move.

An Employee selected to fill a vacancy shall have a period of twenty (20) working days to demonstrate his capability. During said period, either the Director or the Employee shall be entitled to elect to return the Employee to his former position at his previous rate of pay. By agreement between the Director and the President of the Local Unit, the time limit set forth in the first sentence of this paragraph may be extended.

Section 4. Union Officers

In the event of a reduction of work force, the President and the Chief Steward shall enjoy top seniority so long as they have the skill and ability to perform any remaining work.

Section 5. Employee Definitions

Employees shall be separated into the following categories:

- a) **TEMPORARY EMPLOYEES:** A temporary Employee is one hired for a brief or limited time. Said time period shall not exceed six (6) consecutive months. No temporary Employee shall be hired for the purpose of terminating the employment of any permanent Employee. A temporary Employee who remains in the employ of the Employer for more than six (6) months shall become a permanent Employee.
- b) **PROBATIONARY EMPLOYEES:** A probationary Employee is one hired to fill a permanent position within the table of organization of the Employer. His probationary period shall be six (6) months, which shall be used to evaluate the Employee and determine whether the Employer will keep him as a permanent Employee. Time of employment as a temporary Employee shall be credited to the probationary period.

- c) PERMANENT EMPLOYEES: A permanent Employee is one who has completed his probationary period and fills a position on the Employer's table of organization.

Section 6. Bumping Rights

In the event of a lay-off or a reduction in the size of the work force, an Employee may bump into another job in the same or equal classification or into a lower classification provided that there is an Employee with less seniority to be bumped and provided that the senior Employee has the skill and ability to perform the work. The Director of Public Works shall determine whether the Employee has the ability to perform the work. Such determination shall not be made capriciously or arbitrarily.

An Employee must notify the City of his intention to exercise his bumping rights within five (5) working days of the City's notice. The Employee who is bumped shall enjoy similar bumping rights but must notify the City within three (3) working days of this intention to exercise his bumping rights. An Employee who displaces another Employee will have three (3) working days 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, provided he can do the work in such lower classification. The determination as to whether the Employee has satisfactorily performed the job shall be the judgment of the Director of Public Works. Such judgment shall not be made capriciously or arbitrarily.

An Employee laid-off shall remain on the lay-off list for an eighteen (18) month period. At the end of such eighteen (18)-month period, all names, whether re-called or not, shall be purged from the lay-off list and be considered terminated.

Section 7. Notice of Lay-off

The Employer must render a two (2) weeks' notice in advance of lay-off to the Employee whose job is being abolished. In the event of a lay-off or reduction of force, the Employer shall notify the individuals (in writing) initially affected by such a reduction and then post the City's intent to reduce the work force on the Department bulletin board for at least two (2) weeks.

ARTICLE 10 VACATIONS

Section 1. Accrual

Each Employee shall accrue paid vacation, based upon years of service with the City. For each month in which the Employee is compensated for at least eighty (80) hours, he/she will accrue vacation leave at the following rates:

For Employees hired on or before December 31, 2001:

Years of Service to City	Amount of Vacation Accrued Each Month
0-5	1 day
5-15	1 ½ days
15-20	1 ¾ days
20 and more	2 days

For Employees hired on or after January 1, 2002:

Years of Service to City	Amount of Vacation Accrued Each Month
0-5	1 day
5-10	1 ¼ days
10-15	1 ½ days
15-20	1 ¾ days
20 and more	2 days

The above rates of vacation accrual will be effective July 1, 2001.

The maximum vacation accumulation shall be forty [40] days [or 320 hours]. Effective February 28th of each year, Employees with thirty-five [35] days of unused accumulated vacation time shall contribute four [4] days to a Retirement Health Savings [RHS] Plan. Payments to the RHS Plan shall be made in July of the same year as it is withdrawn from the Employees' vacation balances.

Section 2. Requests

Vacation leave may be taken by an Employee at any time after its accrual, subject to the approval of the Director or his designee. Each Employee may accumulate vacation leave accruing under the provisions of this Collective Bargaining Agreement not to exceed forty (40) days in total. Any Employee who is prevented by the requirements of the Employer from taking his vacation during a period for which he was scheduled for vacation may carry such vacation time forward. Vacation leave in excess of two (2) weeks may or may not be granted consecutively at the discretion of the Director or his designee.

Section 3. Seniority

The Employer will establish the maximum number of Employees in each classification who may be on vacation at one time. Employees shall be entitled to selection of vacation periods on the basis of their seniority.

ARTICLE 11

DISCIPLINE AND DISCHARGE

Section 1. Discipline

Disciplinary action or measures shall include only the following:

- a) Oral Reprimand – presented to the Employee in writing, with two (2) Union representatives present.
- b) Written Reprimand – presented to the Employee in writing with two (2) Union representatives present ~~and copies to Union President and Steward.~~
- c) Suspension – presented to the Employee in writing with three (3) Union representatives present ~~and copies to the Union President and Steward.~~^[SC15]
- d) Discharge

Disciplinary action may be imposed upon an Employee only for failing to fulfill his/her responsibilities as an Employee. Any disciplinary action or measure imposed upon an Employee may be processed as a grievance through the regular grievance procedure. Once the Employer has decided that an investigation will occur and there is a possibility that an Employee may be disciplined with a written reprimand, suspension/demotion or discharge, such Employee will be notified, in writing, of the possibility within ten (10) days of the decision to investigate. (The provisions of this Section are not to be construed as preventing disciplinary action from being taken within such ten (10) day period, nor is it intended to prohibit the Employer from taking immediate disciplinary action whenever necessary.) Once the investigation is complete, the Employee shall be notified of the completed investigation within five (5) days. Within ten (10) days after such notification, the Employer shall impose discipline, if any.

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

Section 2. Discharge

The Employer shall not discharge any Employee without just cause. If, in any case, the Employer feels that there is just cause for discharge, the Employee involved will be suspended for five (5) days. The Employee and his steward will be notified in writing that the Employee has been suspended and is subject to discharge.

Section 3. Grievances

The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

Section 4. Restoration

Any Employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

Section 5. Personnel File

- a) Oral Reprimands – any documented oral reprimand placed in an Employee’s personnel file shall be removed after a period of one (1) year from the date of the reprimand providing that the Employee has not received another reprimand (oral or written) within said one (1) year period.
- b) Written Reprimands – any written reprimand placed in an Employee’s personnel file shall be removed after a period of two (2) years from the date of reprimand providing that the Employee has not received another reprimand (oral or written) within the said two (2)-year period.
- c) Suspensions – Records of suspensions placed in an Employee’s file shall be removed after a period of three (3) years from the date of the suspension providing the Employee has not received another reprimand (oral or written), or suspension within said three (3)-year period.

In all cases of removal in (a), (b) or (c) above, the Employee may request removal at any time after the stated time frame by directing the request to the Director of Public Works.

ARTICLE 12

SETTLEMENT OF DISPUTES

Section 1. Grievance and Arbitration Procedure

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

Step 1. The Union Steward, with the consent of the Employees, shall take up the grievance or dispute with the Employee’s immediate supervisor within ten (10) working days of the date of the grievance or the Employees knowledge of its occurrence. Upon receipt of the grievance, the Supervisor shall attempt to adjust the matter and shall respond, in writing, to the Steward within ten (10) working days.

Step 2. If the grievance has not been settled, it shall be presented in writing by the Union Steward or the Union Grievance Committee to the Director of Public Works Department within ten (10) working days after the Supervisor’s response is due. The Department Head shall respond to the Union Steward or the Grievance Committee in writing within ten (10) working days.

Step 3. If the grievance still remains unadjusted, it shall be presented by the Union Steward, Union Representative or Grievance Committee to the City Administrator in writing within ten (10) working days after the response of the Department Head is due. The City Administrator or his designee shall meet with the Union Steward or Grievance Committee, with or without the aggrieved Employee within ten (10) working 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 ten (10) working days after said meeting.

Step 4. If the grievance still remains unsettled, the Union may within thirty (30) days after the reply of the City Administrator is received or the date on which it is due, by written notice to the City Administrator make known its intent to continue to arbitration. The parties shall select a mutually agreeable arbitrator. At the same time the Union notifies the City Administrator of its intent to proceed to arbitration, it shall suggest the names of arbitrator(s). Within five (5) days of receipt of such request, the City Administrator shall either agree to the name(s) suggested, reject all the names or suggest alternate name(s). Failure of either party to respond to the other or to request a time extension shall mean any and/or all the names suggested by the opposite party are acceptable. If no agreement is reached on the arbitrator, the Union may request the Maine State Board of Arbitration to hear the case. The decision of the arbitrator shall be final and binding on both parties. All fees and expenses of the arbitrator shall be divided equally between the parties except each party shall bear the costs of preparing and presenting its own case.

Section 2. State Statute

Nothing in this Article shall diminish the right of any Employee covered hereunder to present his own grievance, as set forth in Title 26, Section 967, MRSA.

Section 3. Retroactivity

The adjustment of a grievance or an arbitration award will not have a retroactive^[N16] effect regarding back pay for a period extending in excess of thirty (30) days prior to the initial presentation of the grievance to the Employer under Step 1 of the grievance procedure. This section shall not be construed to justify a filing of a grievance later than ten (10) working days after the date of the grievance or the Employee's knowledge of its occurrence as provided under Section 1, Step 1, which time limit is of the essence.

Section 4. Overtime Grievances

Any Employee filing a grievance with regards to distribution of overtime work shall be entitled to retroactive pay of said overtime work ONLY providing that the Employee adhered to the Overtime Policy, as agreed upon by the Employer and the Union.

Section 5. Promotion Grievances

Any grievance which may arise involving a promotion shall be initiated at Step 2 of the grievance procedure.

ARTICLE 13

UNION ACTIVITIES

Section 1. Union Business

The Union officials shall suffer no loss of pay for time spent for meeting with City officials concerning the Union business at times mutually agreed upon.

Section 2. Union Meetings / Sessions

The Employer agrees, when it is reasonably practical to do so and upon seven (7) days advance notice, to permit up to six (6) Employees to be absent from work without loss of pay, to a maximum of eight (8) hours per work day, for two (2) days of educational sessions scheduled by the Union in each year.

The Employer agrees, when it is reasonably practical to do so and upon seven (7) days advance notice, to permit absences, without pay, as follows:

- a) One (1) day per calendar quarter for a meeting of the Council 93 Executive Board, limited to persons who may be serving as members of such Board.
- b) Two (2) employees for one-half (1/2) day each per month to attend meetings of Council 93, limited to persons who may be serving as members of such Council.
- c) Two (2) employees for one (1) week per year to attend a National or Council 93 Convention.

In addition, the Employer agrees that Union Representatives, not more than four (4) in number, shall be allowed at times mutually agreed upon without loss of pay if such time should fall during hours normally scheduled as work time, to:

- 1) Transmit communications, authorized by the local Union or its officers, to the Employer or its representatives.
- 2) Consult with Employer or its representatives.
- 3) To attend promotions and lay-off meetings.
- 4) Four (4) Union representatives may attend arbitration hearings. If the Union representatives are not allowed in the hearing by the arbitration panel, they shall return to work.

In addition, the Employer agrees that Union Representatives, not more than five (5) in number or as mutually agreed upon, shall be allowed to attend negotiating meetings, during normally scheduled hours of work, without loss of pay.

Section 3. Access

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, whether local Union representatives, district council representatives, or international representatives shall have full and free access to the premises of the Employer for the purpose of processing grievances at Step 3 and 4. Upon their arrival, such representatives will, as a courtesy, make their presence known and identify themselves to the Employer.

Section 4. Union Spaces

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Employer will make efforts, during the term of this Agreement, to provide a work space (office) for the conduct of Union matters within the Public Works buildings.

The Union shall limit its posting of notices and bulletins to such bulletin boards.

ARTICLE 14

WORK RULES

Section 1. Existing Rules

The Employer agrees to furnish each Employee in the bargaining unit with a copy of all existing work rules and all changed or new work rules within thirty (30) days after they become effective. New Employees shall be provided with a copy of the rules at the time of hire.

Section 2. Amendments

When existing rules are changed or new rules are established, they shall be posted prominently on all bulletin boards for a period of fifteen (15) consecutive work days. A copy of rule changes or new rules shall be given to the Union President or his designee and distributed to each Employee. If the Union wishes to proceed under Section 4, below, to challenge the reasonableness of such changed or new rule, it shall proceed to Step 1 of the grievance procedure within such ten (10) working days period. Such action shall not delay the effectiveness of such changed or new rule.

Section 3. Compliance

Employees shall comply with all existing rules and also with all new rules unless and until a work rule shall have been modified or nullified in accordance with Section 2 in which instance they shall comply with any modified rule resulting from proceedings under Section 2.

Section 4. Work Rule Grievances

Any complaint as to the reasonableness of any new rule or any change in an existing rule shall be resolved through the grievance procedure by a grievance filed within ten (10) working days of the initial posting thereof. Such grievances shall be initiated at Step 2 of the grievance procedure. Failure of the Union to file a grievance within such period shall result in such new rule or changed rule being permanently effective until further changed or revoked by the Employer.

Section 5. Application/Interpretation

A grievance may also be entered with respect to complaints involving discrimination in the application or interpretation of a rule within ten (10) working days of a violation or discovery of a violation as provided in the grievance procedure.

Section 6. Enforcement

Rules shall be uniformly applied and uniformly enforced. Rules shall be reasonable and shall not be in conflict with the terms of this Agreement.

ARTICLE 15

GENERAL PROVISIONS

Section 1. Pledge Against Discrimination and Coercion

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to ethnic origin, color, religion, gender, sexual orientation, age, physical or mental disability, veteran status, or inability to speak English. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. All grievances filed under this paragraph may only proceed as far as Step 3 under the Grievance procedure outlined in Article 12, Section 1, and shall not be brought to arbitration.

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

The Employer agrees not to interfere with the rights of the Employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any Employee because of Union membership or because of any Employee activity in an official capacity on behalf of the Union.

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

Section 2. Delegation of Authority

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. This

Agreement shall be construed as requiring the Employer to follow its provisions in the exercise of the authority conferred upon the Employer by law.

All provisions of this Agreement notwithstanding the laws of the United States of America, the State of Maine, the Lewiston City Charter, Lewiston City Ordinances and Rules and Regulations of Employers' Municipal Board and Commissions authorized by the aforesaid laws, charter or ordinances, shall in all instances, control and prevail.

Section 3. Subcontracting

The City reserves the right to contract-out any function now being carried on by the Public Works Department personnel, but such contracting-out shall not cause a lay-off of any permanent Public Works Department Employee.

Section 4. Training

It is the policy of the Employer to provide training for its Employees whenever reasonably consistent with the operational needs of the Department. Training may be in various forms, such as through providing opportunities to work in other job classifications, through offering special training on new equipment, through the institution of safety training programs and demonstrations through presenting group instruction on special equipment and in other convenient situations. The Employer shall make a good faith effort to implement and provide a training program. The objective of the Employer in providing such training is to present to its Employees reasonable opportunity for self-improvement and advancement within the Department.

As Employees gain knowledge through self-improvement courses, their value increases. It is with this premise in mind that both the Employer and the Union agree Employees should be compensated for this increased value with incentives in the form of training incentives. Training incentives will normally be paid at the beginning of each fiscal year. The training incentives are to pay for the following year, therefore, if an employee leaves the City for other employment before the year ends, his/her last pay check will be adjusted to prorate the training incentive such that the City is paying only that portion of the time it received benefit of the employee's knowledge and talent. A list of the training incentives offered to eligible Employees will be jointly prepared, maintained and updated by the Employer and the Union.

Section 5. Retirement

The Employer shall continue to participate in the Maine State Retirement System (MSRS), Chapter 542. In lieu of participating in the MSRS, an Employee may participate in a deferred compensation program (ICMA or ITT Hartford) with the Employer matching the Employee's contribution, not to exceed 6% of base salary.

Section 6. Termination of Employee Status

- a) Absence from employment for any reason for a period in excess of three hundred sixty-five (365) calendar days, increased by thirty (30) days for every year of service

to a maximum of four hundred fifty-five (455) calendar days shall cause a termination of employment, unless the Employer shall extend such period.

- b) In the event of two (2) or more absences from employment, within a forty-two (42) month period, due to the same illness or injury are interrupted by a return to work, said period of absences shall be accumulated in computing the Employee's absence from employment for which Employee status may be terminated pursuant to this section.

Section 7. Labor-Management Committee

The Union may form a committee of three (3) members of the bargaining unit. Upon request, the Public Works Director will meet with this committee at reasonable times and with reasonable frequency at no additional cost to the City. Upon request, the City Administrator or designee will 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.

Section 8. Safety Committee

The Safety Committee already established, comprised of Management and Union representatives shall continue for the duration of this Agreement. The Committee shall confer on matters affecting the safety of the Employees, equipment and the public. Such meetings shall be held at mutually agreeable times and places. The Employer shall not be deemed to have delegated to the Union any power with respect to creation of or changes in safety standards, work rules or policies or practices of the department. Their intent of the Union in participating in such a safety committee is to provide the Employer with advice and recommendations which it can consider in determining whether or not to change any rules, standards or policies.

Section 9. General Personnel Policy

The General Personnel Policy of the City of Lewiston is adopted by reference except insofar as it is varied by the terms of this Agreement.

Section 10. Doctor's Visits/Injuries

- a) When is it necessary for an Employee to have physical therapy and/or doctor's visitations for the treatment of Workers' Compensation injuries, said visitations shall, whenever possible, be scheduled after or near the end of the Employee's work shift.
- b) If an Employee is injured on the job and required to leave work and seek medical attention because of the injury, he shall not be required to punch out and shall be paid for a minimum of four (4) hours' work.

Section 11. Substance Abuse Policy

The policy will be in compliance with state and federal statutes and the Department of Human Services and Labor drug testing regulations. The Substance Abuse Policy is hereby

incorporated by reference. Amendments to the policy shall be completed in accordance with applicable federal and state statutes. Other amendments shall be mutually agreed upon.

Section 12. Indemnification

Except in cases of negligence and/or willful misconduct, the Employer shall save harmless and indemnify an Employee of this Agreement for loss, expenses, or damages incurred for which the Employee may be held or become liable by reason of personal injuries, including death, or property damage, to the person in connection with the performance of duties as an Employee of the City, and from damage to property or person, arising from the operation of a City vehicle.

Section 13. Workfare

The Employer shall not utilize workfare participants to replace regular Public Works Department Employees.

ARTICLE 16

UNIFORMS, PROTECTIVE CLOTHING AND TOOLS

Section 1. Uniforms

Each Employee shall be required to wear a uniform, protective clothing or any type of protective device as a condition of employment, such uniforms, protective clothing or protective device shall be furnished to the Employee by the Employer (Regulations regarding uniforms shall be set forth in a Uniform Policy to be developed by the Labor-Management Committee); the cost of maintaining the uniform or protective clothing (including needed replacement of eyeglasses, other than medical examination, worn by the Welder) in proper working condition (including tailoring, dry cleaning and laundering) shall be paid by the Employer.

Section 2. Raingear

Rain equipment will be furnished for persons whose work requires frequent exposure to the elements.

Section 3. Work Related Footwear / Clothing

Employees who are required to have protective footwear will be given an annual cash allowance for the purchase of said footwear. The Employee shall have thirty (30) days from the receipt of the cash allowance to submit proof of purchase. Purchased footwear must meet or exceed prescribed OSHA guidelines. Any remaining monies between the allowance and the purchase price of the footwear may be used for the purchase or work-related clothing selected from an annually published list of approved items. The cash allowance shall be as follows:

~~July 1, 2005 to June 30, 2010~~^[N17]--\$160.00

Employees provided footwear that is not “protective”, i.e. (steel/fiberglass toe) shall be allowed \$25 less from the total allowance than other Employees required to wear protective footwear.

Section 4. Coveralls

The City shall provide two (2) sets of coveralls during this contract to the following Employees: Seven (7) mechanics, one (1) senior equipment mechanic, one (1) welder, two (2) traffic line painters, one (1) equipment servicer, one (1) solid waste equipment operator, one (1) solid waste worker. Two (2) additional sets of coveralls will be provided for equipment maintenance and servicing. The Employer shall be responsible for cleaning and tailoring the above-mentioned clothing.

Section 5. Tool Allowance

Each Equipment Mechanic, Equipment Serviceperson, Painter and Welder shall be provided with a four hundred dollar [\$400.00], effective 7/1/07 [five hundred dollar [\$500.00], effective 7/1/08] tool allowance each fiscal year to purchase new and replacement tools which are generally required to perform the job duties. The Employer reserves the right to provide the amount in the form of a cash allowance or reimburse the Employee upon proof of purchase. In all cases, the Employer shall determine whether or not a purchase was justified and should therefore be reimbursable.

Section 6. Special Operations Team

An Employee who is fully trained and serves as a hazardous materials technician on the Lewiston – Auburn Special Operations Team (LASOT) will receive an annual stipend of \$600.00. Stipends will normally be paid at the beginning of each fiscal year. The stipends are to pay for the following year. If an Employee leaves the City for other employment or decides he/she no longer wants to participate before the year ends, his/her pay check will be adjusted to prorate the stipend such that the City is paying only that portion of the time it received benefit of the employee’s effort. Hazardous material technicians, who respond to actual hazardous material events, will be paid at the rate of \$50.00 per hour for hours worked on the scene during the event.

Section 7. Trainers

Nine (9) Employees serve as in-house trainers and provide training to other employees within the unit. The Employees serving in this capacity receive an annual stipend. The amount of stipend for each of these trainer positions will be negotiated as a separate agreement between the Employer and the Union. The trainers include:

CPR/First Aid Trainers (two (2) Employees)	\$250.00
Commercial Driver License Trainer (one (1) Employee)	250.00
Equipment Trainers – Highway (two (2) Employees)	300.00
Equipment Trainer – Water & Sewer (one (1) Employee)	200.00

Mechanic Trainer – Municipal Garage (one (1) Employee)	200.00
Respirator Trainer (one (1) employee)	250.00
<u>Solid Waste Scale House Operations (one (1) employee)</u>	<u>100.00</u>

The stipends are to pay for the following year. If an Employee leaves the City for other employment or decides he/she no longer wants to participate before the year ends, his/her pay check will be adjusted to prorate the stipend such that the City is paying only that portion of the time it received benefit of the Employee's effort.

Section 8. Commercial Drivers License (CDL) Renewal

Employees will be reimbursed the difference in cost between a Class C license and their CDL renewal fees.

**ARTICLE 17
INSURANCES**

Section 1. Health Insurance

The Employer shall make available the Maine Municipal Employees Health Trust Dual Option Comprehensive Plan or comparable plan providing substantially similar coverages and deductibles (single, two-person, or family plan) to eligible Employees. 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 Point of Service (POS) (single, two-person or family plan). Should any other City of Lewiston bargaining unit be required to pay a contribution towards the health insurance at a rate of less than what is agreed to in this contract, this contract will automatically be changed to reflect that lower rate and each Employee will be reimbursed for contributions already made at the higher rate. Employee contributions for the POS plan will be in accordance to the schedule outlined in Appendix C:

Employees wishing to participate in the Comprehensive Plan may do so by paying the difference in premiums between the Point of Service Plan and the Comprehensive Plan. The Employer reserves the right to convert said coverage to another carrier or other coverage, which provides substantially equal or better coverage.

Section 2. Leave of Absence

In the event that an Employee takes an approved leave of absence for medical reasons, the Employer shall continue to pay its share of health insurance costs as provided in Sections 1 and 2 above; for a period of sixty (60) days following the depletion of the Employee's accumulated sick leave.

Section 3. 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 4. 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 Reimbursement Account for Employees who are participating in the Wellness Program.

ARTICLE 18

WAGES

Section 1. Pay Plan

Wages shall be based on a longevity step pay plan. The steps on the plan are based upon continuous years of service from appointment as a probationary Employee or permanent Employee in the event no probationary period was served. Probationary and temporary Employees are not eligible for step increases. The wages for the ~~various~~ positions and class grades shall be as set forth in Appendix B. ~~and go into effect the first pay period of July, 2007~~^[SC19].

Section 2. Promotions

In the event of the promotion of an Employee to a position in a higher pay grade, the Employee will be placed on the step of said position class grade which will provide the Employee with at least a five percent (5%) pay increase.

Section 3. Temporary Employees

Temporary Employees will be placed on the regular Employee classification pay plan after six (6) continuous months of employment.

Section 4. Job Descriptions/Classifications

A complete list of job classifications with job descriptions in all classes of Employees covered by this Agreement is annexed hereto as Appendix A.

Section 5. Acting Pay

When an Employee is temporarily assigned to a job in a higher pay classification by the Employer, the Employee shall be paid on a step in such higher classification that results in at least a five (5%) percent pay increase and such assignment shall be subject to the following restrictions:

1. Temporary assignments will be restricted to unit positions.
2. Higher pay will not be effective until service in the higher classification for more than five (5) consecutive days.
3. After five (5) consecutive days of such service, higher pay shall be retroactive to the first day of such service.
4. In order to be eligible for higher pay, the assigned Employee must perform a majority of the responsibilities assigned to the higher classification.

Section 6. Administration

Except in case of discipline or demotion, any Employee who voluntarily moves from one class grade to a lower class grade shall be placed in the same pay step within such lower class grade as the pay step the Employee formerly held.

ARTICLE 19

TERMINATION

This Agreement shall be effective as of the first pay period beginning July 1, ~~2007~~^[SC20], unless otherwise noted within the provisions of this Agreement, and shall extend through the last pay period ending in June, ~~2010~~. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the termination date that it desires to modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations, except that Employees shall not receive any salary increase during the course of negotiations.

ARTICLE 20

SAVINGS CLAUSE

In the event that the language in any Article or Section of this Agreement should conflict with any State Statute, City Charter or City Ordinance as determined by a Court of Law, said Article and/or Section shall be deemed null and void.

The parties hereto have set their hands at Lewiston, Maine this ____ day of ~~September~~^[SC21], ~~2007~~ 2011.

CITY OF LEWISTON

AFSCME, COUNCIL #93

By: _____
Ed Barrett—
City Administrator

By: _____
James Mackie
Staff Representative

By: _____
~~Mark Eustis~~Andrew Parker
President

By: _____
~~Andrew Parker~~Reggie Poussard
Vice-President

By: _____
~~Dave Gwarganski~~Paul Tremblay
Secretary/Treasurer

By: _____
Timothy Cavanagh
Chief Steward

By: _____
Mike Gagnon
Highway Steward

By: _____
Adam Hart
Water Steward

APPENDIX A

CURRENT AND ONGOING UNTIL 6/30/08

CLASSIFICATION PLAN

CLASS / GRADE

POSITION

PW-1

CUSTODIAN

PW-2

METER MAINTENANCE WORKER

BUILDING MAINTENANCE WORKER

PW-3	HIGHWAY WORKER SOLID WASTE WORKER WEIGH STATION ATTENDANT PARKS WORKER WATER & SEWER WORKER EQUIPMENT SERVICER HIGHWAY EQUIPMENT OPERATOR SOLID WASTE EQUIPMENT OPERATOR WATER & SEWER EQUIPMENT OPERATOR WATER & SEWER SERVICE PERSON WATER & SEWER METER PERSON WATER & SEWER METER READER LANDSCAPE / TREE WORKER PUMPING STATION WORKER TRAFFIC WORKER
PW-4	CARPENTER
PW-5	LINEPERSON
PW-6	
PW-7	
PW-8	EQUIPMENT MECHANIC WELDER/MECHANIC
PW-9	SENIOR EQUIPMENT MECHANIC

EFFECTIVE 7/01/08

CLASSIFICATION PLAN

<u>CLASS / GRADE</u>	<u>POSITION</u>
PW-1	CUSTODIAN
PW-2	METER MAINTENANCE WORKER BUILDING MAINTENANCE WORKER EQUIPMENT SERVICER WEIGH STATION ATTENDANT
PW-3	HIGHWAY WORKER SOLID WASTE WORKER PARKS WORKER WATER & SEWER WORKER
PW-4	TRAFFIC WORKER ^[SC22] <u>TRAFFIC WORKER</u> HIGHWAY EQUIPMENT OPERATOR SOLID WASTE EQUIPMENT OPERATOR WATER & SEWER EQUIPMENT OPERATOR WATER & SEWER SERVICE PERSON WATER & SEWER METER PERSON

	WATER & SEWER METER READER
	LANDSCAPE / TREE WORKER
	PUMPING STATION WORKER
PW-5	CARPENTER
PW-5	LINEPERSON TO BE DETERMINED
PW-6	
PW-7	
PW-8	EQUIPMENT MECHANIC
	WELDER/MECHANIC
PW-9	SENIOR EQUIPMENT MECHANIC

1

APPENDIX B

July 1, 2011 – June 30, 2012 – 1.0%
Longevity Pay Raises at Anniversary Dates (Years^[N23])

<u>Grade</u>	<u>STARTING PAY</u>	<u>2</u>	<u>5</u>	<u>8</u>	<u>10</u>	<u>12</u>	<u>15</u>	<u>18</u>	<u>21</u>	<u>25</u>
PW-1	\$13.60	\$14.01	\$14.43	\$14.86	\$15.31	\$15.77	\$16.24	\$16.73	\$17.23	\$17.74

PW-2	\$14.01	\$14.43	\$14.86	\$15.31	\$15.77	\$16.24	\$16.73	\$17.23	\$17.75	\$18.28
PW-3	\$14.71	\$15.15	\$15.61	\$16.08	\$16.55	\$17.05	\$17.56	\$18.09	\$18.63	\$19.19
PW-4	\$15.44	\$15.91	\$16.39	\$16.87	\$17.38	\$17.90	\$18.44	\$19.00	\$19.56	\$20.15
PW-5	\$16.22	\$16.71	\$17.20	\$17.72	\$18.25	\$18.80	\$19.36	\$19.95	\$20.54	\$21.16
PW-6	\$17.03	\$17.54	\$18.07	\$18.61	\$19.16	\$19.74	\$20.33	\$20.94	\$21.57	\$22.22
PW-7	\$17.88	\$18.41	\$18.96	\$19.54	\$20.12	\$20.72	\$21.35	\$21.98	\$22.64	\$23.32
PW-8	\$18.77	\$19.34	\$19.92	\$20.52	\$21.13	\$21.77	\$22.42	\$23.09	\$23.78	\$24.49
PW-9	\$19.72	\$20.31	\$20.91	\$21.54	\$22.18	\$22.85	\$23.53	\$24.24	\$24.97	\$25.72

July 1, 2012 – June 30, 2013 – 1.5%
Longevity Pay Raises at Anniversary Dates (Years^[N24])

Grade	STARTING PAY	2	5	8	10	12	15	18	21	25
PW-1	\$13.80	\$14.22	\$14.64	\$15.08	\$15.54	\$16.00	\$16.48	\$16.98	\$17.48	\$18.01
PW-2	\$14.22	\$14.64	\$15.08	\$15.54	\$16.00	\$16.48	\$16.98	\$17.48	\$18.01	\$18.55
PW-3	\$14.94	\$15.37	\$15.84	\$16.32	\$16.80	\$17.30	\$17.82	\$18.36	\$18.91	\$19.48
PW-4	\$15.68	\$16.15	\$16.63	\$17.12	\$17.64	\$18.17	\$18.72	\$19.28	\$19.85	\$20.45
PW-5	\$16.46	\$16.96	\$17.46	\$17.99	\$18.53	\$19.08	\$19.65	\$20.25	\$20.85	\$21.48
PW-6	\$17.28	\$17.80	\$18.34	\$18.89	\$19.45	\$20.03	\$20.64	\$21.26	\$21.90	\$22.55
PW-7	\$18.15	\$18.69	\$19.25	\$19.83	\$20.43	\$21.03	\$21.67	\$22.31	\$22.98	\$23.67
PW-8	\$19.06	\$19.63	\$20.22	\$20.82	\$21.45	\$22.09	\$22.76	\$23.44	\$24.13	\$24.86
PW-9	\$20.01	\$20.61	\$21.22	\$21.86	\$22.52	\$23.19	\$23.89	\$24.60	\$25.34	\$26.10

Grade	STARTING PAY	2	5	8	10	12	15	18	21	25
PW-1	\$14.28	\$14.71	\$15.15	\$15.60	\$16.08	\$16.55	\$17.05	\$17.56	\$18.09	\$18.63
PW-2	\$14.71	\$15.15	\$15.60	\$16.08	\$16.55	\$17.05	\$17.56	\$18.09	\$18.63	\$19.19
PW-3	\$15.45	\$15.90	\$16.39	\$16.88	\$17.38	\$17.90	\$18.44	\$18.99	\$19.56	\$20.15
PW-4	\$16.22	\$16.70	\$17.20	\$17.72	\$18.25	\$18.80	\$19.37	\$19.95	\$20.54	\$21.15
PW-5	\$17.03	\$17.54	\$18.06	\$18.61	\$19.17	\$19.74	\$20.33	\$20.94	\$21.57	\$22.22
PW-6	\$17.88	\$18.41	\$18.97	\$19.54	\$20.12	\$20.72	\$21.35	\$21.99	\$22.65	\$23.33
PW-7	\$18.77	\$19.33	\$19.91	\$20.52	\$21.13	\$21.76	\$22.42	\$23.08	\$23.77	\$24.49
PW-8	\$19.71	\$20.31	\$20.92	\$21.54	\$22.19	\$22.85	\$23.54	\$24.25	\$24.96	\$25.71
PW-9	\$20.70	\$21.32	\$21.96	\$22.61	\$23.29	\$23.99	\$24.71	\$25.45	\$26.22	\$27.00

July 1, 20 – June 30, 2012 1%										
Longevity Pay Raises at Anniversary Dates (Years)										

Grade	Starting Pay	2	5	8	10	12	15	18	21	25	30
PW-1	\$13.86	\$14.29	\$14.71	\$15.15	\$15.61	\$16.08	\$16.56	\$17.06	\$17.57	\$18.10	\$19.18
PW-2	\$14.29	\$15.02	\$15.15	\$15.61	\$16.08	\$16.56	\$17.06	\$17.57	\$18.10	\$18.64	\$19.76

<u>PW-3</u>	<u>\$15.01</u>	<u>\$15.45</u>	<u>\$15.92</u>	<u>\$16.40</u>	<u>\$16.88</u>	<u>\$17.39</u>	<u>\$17.90</u>	<u>\$18.45</u>	<u>\$19.00</u>	<u>\$19.57</u>	<u>\$20.74</u>
<u>PW-4</u>	<u>\$16.06</u>	<u>\$16.22</u>	<u>\$16.71</u>	<u>\$17.20</u>	<u>\$17.73</u>	<u>\$18.25</u>	<u>\$18.81</u>	<u>\$19.37</u>	<u>\$19.95</u>	<u>\$20.55</u>	<u>\$21.78</u>
<u>PW-5</u>	<u>\$16.54</u>	<u>\$17.04</u>	<u>\$17.54</u>	<u>\$18.08</u>	<u>\$18.61</u>	<u>\$19.17</u>	<u>\$19.75</u>	<u>\$20.34</u>	<u>\$20.95</u>	<u>\$21.58</u>	<u>\$22.87</u>
<u>PW-6</u>	<u>\$17.37</u>	<u>\$17.88</u>	<u>\$18.43</u>	<u>\$18.97</u>	<u>\$19.54</u>	<u>\$20.13</u>	<u>\$20.73</u>	<u>\$21.36</u>	<u>\$22.00</u>	<u>\$22.66</u>	<u>\$24.02</u>
<u>PW-7</u>	<u>\$18.23</u>	<u>\$18.78</u>	<u>\$19.34</u>	<u>\$19.92</u>	<u>\$20.53</u>	<u>\$21.14</u>	<u>\$21.77</u>	<u>\$22.42</u>	<u>\$23.09</u>	<u>\$23.78</u>	<u>\$25.21</u>
<u>PW-8</u>	<u>\$19.15</u>	<u>\$19.72</u>	<u>\$20.31</u>	<u>\$20.92</u>	<u>\$21.55</u>	<u>\$22.20</u>	<u>\$22.87</u>	<u>\$23.55</u>	<u>\$24.25</u>	<u>\$24.98</u>	<u>\$26.48</u>
<u>PW-9</u>	<u>\$20.11</u>	<u>\$20.71</u>	<u>\$21.32</u>	<u>\$21.96</u>	<u>\$22.62</u>	<u>\$23.30</u>	<u>\$24.00</u>	<u>\$24.72</u>	<u>\$25.46</u>	<u>\$26.22</u>	<u>\$27.80</u>

JULY 1, 2012 WAGE RE-OPENER

APPENDIX C | SC25 |, PAGE 1

Health Insurance Proposal

Introducing Health Care Management System

by

Focusing on Prevention

The program seeks voluntary compliance with an aggressive health care management system which focuses primarily on prevention activities. The goal is to reduce the overall need for health care services among members and to prevent disease by rewarding employees for healthy behavior that will prevent disease. The program can be broken down as follows:

I. Health Risk Analysis and Educators

A. —The first major part of the program is an individual health risk analysis which will be available for each member that desires one. This service will be provided by a health care provider that will be under contract with the City to provide these services. The aggregate results of the analysis for all City Employees will be available to the City. However, consistent with federal law, the City will not have access to individual's health risk analysis.

B. —A Health Care Educator will be assigned and responsible to work with each and every member that signs up for the program, including spouses (services will not be available for dependents at this point in time). These educators will work to establish the base information for each member. Once established, the educators will work with

the member to provide wellness goals and benchmarks. Educational material and motivation will be a core part of the program.

C. —After the initial consultation, each member will receive at least one additional face to face meeting annually. Such meetings will be primarily designed to be on the job site for the Employees in a private setting. Depending on the results of the health risk analysis and the goals of the member, additional meetings will be scheduled. Should a face-to-face consultation not be practical, phone and email may be acceptable alternatives.

D. —The City, after consultation with the Health Care Provider and the Health Care Advisory Team, will at a minimum, provide monthly wellness programs and topics that are related to the challenges that are facing the members. The City will continue to seek creative and meaningful ways to reward and recognize Employees making progress in obtaining their individual health care goals.

II. Health Care Advisory Team

The City will establish a Health Care Advisory Team comprised of representatives from each Union and a department head who will meet regularly to assist in recommending wellness programs, adjustments to the percentage distribution and any wellness issues or concerns that may arise. Though the Team may recommend changes or adjustments to the

APPENDIX C, Page 2

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 issues.

III. Health Care Management Proposal

A. —The Employees' portion of the health insurance premium increases from 10% to 25%, effective July 1, 2005. Alternatively, an Employee may participate in the HCMS program and make his/her intentions known to participate by July 1, 2005. The program's implementation date is July 1, 2005. After July 1, 2006, Employees and spouses are expected to meet the specific goals by utilizing their 'best efforts' as established by their Health Care Educators to obtain the full 15% savings.

B. The components of the 15% health insurance premium savings are as follows:

- a) 5% savings [2.5%] when both Employee and spouse agree to participate in a Health Risk Assessment; **(once the form is mutually approved by the city and the union, the spouse will be permitted to have physician's office complete the "Health Care Risk Assessment" form provided by the Health Care Coordinator—see Appendix E for approved "Health Care Risk Assessment Form" (SC26))**
—a physical examination by personal physicians, including prescribed lab/x-rays;

- b) 5% savings [2.5%] when both agree to participate in an exercise program tailored by the Health Care Educator in conjunction with the Employee's physician;
- c) 2.5% savings [1.25% each] for non-tobacco users and those who quit;
- d) 2.5% savings [1.25% each] for obtaining body fat/waist measurement goals, as follows:
Employees must first attempt the Body Fat Analyzer; if not within the established ranges, then the waist measurement standard will be applied—40" waist or less for males, and 35" or less for females.

C. NOTE: In the Employee Only and Employee with Child plans, the percentages for participation in the four components double for the Employee, i.e., 2.5% becomes 5% and 1.25% becomes 2.5%.

D. Also, all employees need to meet all four components to receive their 7.5% savings, while spouses need to meet the first two components and only one of the other two remaining components.

IV. Health Insurance Caps

A. The current health insurance cap is ~~ten (10%)~~ eleven (11%) percent^[§C27] of the POS health insurance premium [for those who participate in the Comprehensive Plan must also pay the difference between the POS Plan and the Comprehensive Plan] to a cap of \$27.50 weekly.

—The health insurance cap for Employees hired on or after September 1, 2007, shall increase to 20% of the POS health insurance premium, in addition to any difference between the POS and Comprehensive Plan. Employees and spouses who are participating in the credit program are expected to meet the specific goals by utilizing their 'best efforts'. The program has two goals: First, to improve the health of each Employee/spouse; second, to reduce the long-term cost of health insurance for each Employee and the City. The use of

APPENDIX C, Page 3

credits is not intended by the City to be a primary source of savings, but as an instrument to make the program important and meaningful. As such, an Employee/spouse who makes a 'best effort', but falls slightly short of meeting their goals will not be penalized, providing, however, that the following three criteria are met:

- a. the Employee/spouse has participated in the Health Risk Assessment;
- b. the Employee has made reasonable progress and improvement since the last measurement;

- c. the Employee has been recommended by their health care provider/educator as having made their 'best effort'.

C. The City will meet and discuss with the Union in all cases it deems an Employee/spouse to not have met this standard. Each case shall be decided on an individual basis and shall not be used as a reference in any way for any other employee. At all times, the Employee/spouse's Primary Care Physician [PCP] shall be responsible for establishing and/or modifying appropriate goals. The Health Care Educator shall be responsible, in consultation with the Employee/spouse's PCP, to determine the appropriate activities to meet such goals and to determine whether or not the employee/spouse has made a 'best effort'. In the event of a conflict between the PCP and the Health Care Educator, the employee/spouse's PCP shall have final say in re-determining and/or modifying previously established goals.

D. After January 1, 2007, the cap shall be increased by 10% each year, to a maximum contribution of 25% depending on the level of participation. Premium payments between 10% and 25% shall be determined by using the same formula, as follows: For Employees hired on or after September 1, 2007, the premium payments indicated below shall double.

Employees hired before September 1, 2007^[N28]

	<u>1/1/2010</u>	<u>1/1/2011</u>	<u>1/1/2012</u>	<u>1/1/2013</u>
%				
10	\$36.60	\$40.26	\$44.25	\$48.68
11	\$40.26	\$44.25	\$48.68	\$53.55
13	\$47.51	\$52.22	\$57.44	\$63.18
16	\$58.44	\$64.24	\$70.66	\$77.73
19	\$69.40	\$76.34	\$83.97	\$92.37
25	\$91.31	\$100.44	\$110.58	\$121.64

%	1/1/07	1/1/08	1/1/09	1/1/10
10	\$27.50	\$30.25	\$33.28	\$36.60
11	30.25	33.28	36.61	40.26
13	35.75	39.32	43.25	47.58
16	44.00	48.40	53.24	58.56
19	52.25	57.48	63.22	69.54
25	68.75	75.63	83.19	91.51

Employees hired after September 1, 2007^[N29]

	<u>1/1/2010</u>	<u>1/1/2011</u>	<u>1/1/2012</u>	<u>1/1/2013</u>
%				
<u>20</u>	<u>\$73.20</u>	<u>\$80.52</u>	<u>\$88.57</u>	<u>\$97.43</u>
<u>21</u>	<u>\$76.86</u>	<u>\$84.55</u>	<u>\$93.00</u>	<u>\$102.30</u>
<u>23</u>	<u>\$84.55</u>	<u>\$93.01</u>	<u>\$102.31</u>	<u>\$112.54</u>
<u>26</u>	<u>\$95.54</u>	<u>\$105.09</u>	<u>\$115.60</u>	<u>\$127.16</u>
<u>29</u>	<u>\$106.53</u>	<u>\$117.18</u>	<u>\$128.90</u>	<u>\$141.79</u>
<u>35</u>	<u>\$128.58</u>	<u>\$141.44</u>	<u>\$155.58</u>	<u>\$171.14</u>
%	<u>7/1/07</u>	<u>1/1/08</u>	<u>1/1/09</u>	<u>1/1/10</u>
20	<u>\$55.00</u>	<u>\$60.50</u>	<u>\$66.56</u>	<u>\$73.20</u>
21	<u>57.75</u>	<u>63.53</u>	<u>69.89</u>	<u>76.86</u>
23	<u>63.25</u>	<u>69.58</u>	<u>76.54</u>	<u>84.18</u>
26	<u>71.50</u>	<u>78.65</u>	<u>86.53</u>	<u>95.16</u>
29	<u>79.75</u>	<u>87.73</u>	<u>96.51</u>	<u>106.14</u>
35	<u>96.25</u>	<u>105.88</u>	<u>116.48</u>	<u>128.10</u>

V. Summary Comments

A. Efforts will be made to provide Employees with exercise equipment, or the ability to use existing City owned equipment. Also, since smoking is such a critical component of any wellness program, attempts will be made to provide smoking cessation products at no or minimal cost to the Employees.

B. In the event that another health plan is made available to another bargaining unit from any other department, the City shall make that plan available to the Lewiston Public Works Unit as an alternative plan.

APPENDIX D

OVERTIME POLICIES

[N30]

Approved by Management and the Union May 17, 2002

Changed July 21, 2010

Changed May 2, 2011

City of Lewiston

Department of Public Works Overtime Policy

The following policy is to govern the procedures associated with scheduled, non—scheduled and emergency overtime for the Lewiston Department of Public Works. This policy applies to all positions that are covered by the Contract between AFSCME and the City of Lewiston. Also, this policy does not forfeit the City’s rights as outlined in the Contract between the City and AFSCME regarding emergency situations.

I. DEFINITIONS

1. Scheduled Overtime: This is overtime (O.T.) that is planned by 3:00 PM of the day the O.T. is to be worked. This will include weekend and holiday O.T. work that is planned by 3:00 PM of the previous workday. Examples of scheduled overtime include but are not limited to raising manholes or catch basins in preparation for paving, installing new water lines or doing a road rehabilitation that was planned before 3 PM of that work day or doing the same work on Saturday that was planned prior to 3 PM on Friday.
2. Emergency Overtime: This is overtime as described in Article 4, Section 4, Part a. of the Collective Bargaining Agreement between AFSCME Local 1458 and the City of Lewiston.

3. Non—Scheduled Overtime: Unforeseen overtime that arises during the course of the day (24 hr. period), such as but not limited to picking up roadkill or debris and placing barricades on hazards.
4. Overtime List: A list of employees who have indicated that they are available for overtime on a particular day by signing the list in effect for that day.
5. Signing the List: The act of writing your name and position (title) on the overtime list in effect for a particular day. Failure to complete or include all information on the list will remove an employee from consideration for overtime on the day that list is in effect.
6. Assignment: An employee who has been scheduled to a particular job or piece of equipment at “roll-call” and has been doing the work for the first four (4) or more hours of the work shift will constitute an assignment.

II. OVERTIME LISTS

1. A sign-up sheet for overtime will be posted within the Highway Division and Water and Sewer Divisions by 3:00 PM of the previous workday, from which the overtime work will be done. The list will be taken down at noon on the day after the list was posted. The list shall be used only for that day (7:00 AM to the following 7:00 AM). Please note that the supervisor taking down the list will initial the list, highlight the last name on the list at the time the list is taken down and write the time the list was taken down on the list.
2. If an employee desires to work overtime, it shall be the employee’s responsibility to properly sign the overtime list in effect for the day he/she desires to work overtime. Please note that supervisors or other employees shall not sign the overtime list for an employee.
3. If an employee fails to sign the overtime list, he/she forfeits their privilege to work overtime during that particular sign-up period, except as outlined in this policy.
4. An employee, who signs the overtime list and then refuses to work without a valid excuse, may be subject to disciplinary action, as set forth in the Collective Bargaining Agreement.

III. PROCEDURES FOR HIGHWAY DIVISION OVERTIME

General:

1. Employees will be assigned work based on the classification of the work to be done and their ability to do the work, except for the situations described in this policy.

2. The assignment of overtime shall be as follows except for sweeping overtime and snow related overtime, such as snowplowing which are described separately.
3. Please note that for this procedure the operation of tractor-trailer trucks will be considered within the Equipment Operator classification or its equivalent in another Division.

Assignment of Overtime:

1. Employees who are assigned to the job or piece of equipment requiring overtime during that day's regular work hours will be the first ones asked to work overtime based on qualifications and are not required to sign the overtime list.
2. If additional workers are needed, employees who sign the overtime list will be used.
 - a. Employees assigned to the District or Specialty Team where the overtime work is located, who signed the overtime list and are qualified to do the work within the needed classification.
 - b. If more than one qualified employee is available on the list and only one person is needed, then seniority will determine who works the overtime within the needed classification. If two or more employees have equal seniority and not all of them are needed then the employee(s) to be assigned shall be determined by a coin flip or lot.
 - c. Employees within the Division, who signed the overtime list and are qualified to do the work within the needed classification.
 - d. If no one is available on the overtime list within the appropriate job classification, then a person from a higher classification who signed the overtime list and is qualified to do the work may be selected. Example: If a driver is needed for a 3 CY dump truck and a Highway Worker is not available, then an Equipment Operator who signed the overtime list may be used.
 - e. If no one is available on the overtime list within the appropriate or higher classification, then someone who is qualified in a lower classification and has signed the overtime list may be selected. Example: If a Class A driver's license is required and no one from the Equipment Operator classification is available on the overtime list, then a Highway Worker who has a Class A license and signed the overtime list may be used.
3. If additional workers are needed, the supervisor may ask other employees within the Division who did not sign the list to work based on classification and ability to do the work.
4. If additional workers are needed, employees within the Department who signed the overtime list in another Division who are qualified to do the work. Example: If the Highway Division

needed an equipment operator and none was available within Highway, then an equipment operator who signed the overtime list for Water & Sewer may be used.

5. If additional workers are needed, then employees within the Department who did not sign the list may volunteer for the work. The employee must do so in writing and must notify the supervisor of the OT work prior to 2:45 PM of the day the work is scheduled or by 2:45 PM on Friday for Saturday, Sunday or Monday Holiday work.
6. If additional workers are needed, then the supervisor may ask temporary employees, such as summer help, short term fill-ins, etc., who are qualified and have signed the overtime list.
7. If additional workers are needed, then the supervisor may ask other employees within the Department who did not sign the list to work based on classification and ability to do the work.
8. If no one is available to do the O.T. work, then the supervisor will require the employee with the least amount of seniority within the appropriate classification to do the work
9. Finally, the supervisor may select a management employee who is qualified to do the work. Note that this will probably occur only during an extreme emergency.

Assignment of Scheduled Snowplowing Overtime:

1. For scheduled snowplowing overtime (such as plowing pgs, drifts, etc.), the employees assigned by Public Works to the units needed for the work will be asked first.
2. Follow the procedures listed under "Assignment of Overtime" in this Section.

Assignment of Emergency Snowplowing Overtime:

1. Refer to the Winter Operations Policy.

Assignment of Scheduled Snow Removal Overtime:

1. For scheduled snow removal overtime, when there is no break in the work schedule, the employees assigned for that day to the units that are needed will be asked first. If additional employees are needed, they will be assigned by the procedures listed under "Assignment of Overtime" in this Section.
2. For scheduled snow removal overtime, when there is a break in the work schedule, the employees will be assigned by following the procedures listed under "Assignment of Overtime" in this Section.

Assignment of Scheduled Sweeping Overtime:

1. For scheduled sweeping overtime during the day, when there is no break in the work schedule, the employees assigned to the day sweeping crew that are needed will be asked first. If additional employees are needed, they will be assigned by following the procedures listed under "Assignment of Overtime" in this Section.
2. For scheduled sweeping overtime at night, the employees assigned to the night sweeping crew that are needed will be asked first. If additional employees are needed, they will be assigned by following the procedures listed under "Assignment of Overtime in this Section.
3. For scheduled sweeping overtime on Saturday, the employees assigned to the day sweeping crew that are needed will be asked first. If additional employees are needed, the night sweeping crew will be asked. If additional employees are still needed, then they will be assigned by following the procedures listed under "Assignment of Overtime" in this Section.

Assignment of Non-Scheduled Overtime:

1. This list is basically to call in employees to respond to accidents, road kill, set up barricades, etc as needed. The non-scheduled O.T. list shall be updated annually in the spring shall be kept and maintained at the dispatch office. Employees wishing to be placed on this list may sign the list at the dispatch office. The dispatcher will call people in as needed from the list

on a rotating basis. Employees on the list, who are called, but refuse the non-scheduled overtime three times will be removed from the list.

IV. PROCEDURES FOR WATER & SEWER DIVISION OVERTIME:

General:

1. Employees will be assigned work based on the classification of the work to be done and their ability to do the work.
2. Please note that for this procedure the operation of tractor-trailers will be within the Equipment Operator's classification and the tri-axle trucks and wheelers will be by employees with a Class B driver's license.
3. The assignment of overtime shall be according to the following procedures.

Assignment of Scheduled Overtime:

1. Employees who are assigned to the job or piece of equipment requiring overtime during that day's regular work hours will be the first ones asked to work overtime based on qualifications and are not required to sign the overtime list.
2. If additional workers are needed, employees who sign the overtime list will be used. Please follow steps 2b. thru 2e. of the "Assignment of Overtime" portion of the "Procedures for Highway Division Overtime".
3. If additional employees are needed, please follow steps 3, 4, 5, 6, 7, 8 & 9 in that order of the "Assignment of Overtime" portion of the "Procedures for Highway Division Overtime".

Assignment of Emergency and Non-Scheduled Overtime:

1. The standby person will be called in.
2. If additional employees are needed, the standby person will call in his/her crew.
3. If additional employees are needed, then personnel who signed the overtime list and meet the qualifications will be called in. Please follow steps 2b. thru 2e. of the "Assignment of Overtime" portion of the "Procedures for Highway Division Overtime".
4. If additional employees are needed, please follow steps 3, 4, 5, 6, 7, 8 & 9 in that order of the "Assignment of Overtime" portion of the "Procedures for Highway Division Overtime".

V. PROCEDURES FOR BUILDING MAINTENANCE DIVISION OVERTIME

Maintenance Work:

The Building Maintenance Worker positions will receive overtime on any and all situations including maintenance, equipment or building repair at all buildings under the responsibility of the Building Maintenance Division. This shall also include snow removal.

The overtime shall be assigned on a rotational basis in an attempt to equalize the overtime with individual assignments based on qualifications. In an emergency if the employees described in this section are not available then other employees qualified for the work will be assigned the work.

Custodial Work:

The Custodian positions will receive overtime on any and all situations involving custodial needs requiring overtime.

The overtime shall be assigned on a rotational basis in an attempt to equalize the overtime with individual assignments based on qualifications.

VI. PROCEDURES FOR SOLID WASTE MANAGEMENT DIVISION OVERTIME

The following policy shall be in effect for the Waste Disposal Division.

Definitions:

1. Scheduled Overtime - Overtime that is planned by 7:00 AM of the workday that overtime is to be worked, planned maintenance or operational work in the landfill.
2. Non-scheduled or Emergency Overtime - Unforeseen overtime that arises after 7:00 AM of the day of the overtime, such as snow plowing at the Solid Waste Facility or Shredder Mill breakdowns.
3. Overtime List - A list of employees who have indicated they are available after 7:00 AM of the day of the overtime. Management shall maintain the overtime list. Employees can ask to have their names added or deleted at any time. Management shall refer to this list when making overtime assignments.
4. Saturday Operational Overtime - Overtime hours worked during regular Saturday hours for the Solid Waste Facility (8:00 AM -12 Noon).
5. Weekday Overtime - All overtime hours worked on a Monday through Friday.

Saturday Operational Overtime:

Scalehouse - All Saturday hours for the scalehouse will be worked on a rotational basis by all qualified employees. A schedule of Saturday Scalehouse Overtime will be published annually. Once published, an employee assigned overtime on a Saturday will be required to work that Saturday or to coordinate replacement by another qualified employee. It will be the employee's responsibility to identify, coordinate and ensure a qualified employee replacement works the hours assigned.

Other Saturday Overtime - All other Saturday Overtime will be worked by employees by employees signing the Overtime List. All Saturday hours will be worked on a rotational basis. All division employees that indicate an interest in working overtime will be put on an overtime list. Based upon seniority, employees will be asked to work on Saturdays, and if an employee turns down the opportunity, all other qualified employees will be given the opportunity to work a Saturday shift before that particular employee is asked again. A qualified employee is any employee who indicates interest in working overtime in a certain position and meets the requirements of the position at the discretion of the Solid Waste Superintendent.

If there are insufficient Solid Waste Division employees expressing interest in working overtime, then qualified employees from the Highway and Water & Sewer Divisions may be asked to work the overtime.

Highway Workers or Equipment Operators with a Friday Solid Waste Facility assignment will not be routinely granted a Saturday assignment. Notwithstanding, a sheet posted annually in August will be available for employees to sign showing interest for scheduled Saturday overtime. From the signatures a Rotational Saturday Over-time Sign-up sheet will be posted monthly. When there are insufficient Solid Waste Division employees for Saturday overtime the monthly rotational list will be enacted. If the work assignment needed results in an unqualified employee(s) being skipped the rotation will begin again at the former point of rotation for the next Saturday overtime opportunity. The annual sign-up sheet and monthly rotational list will be managed by the Solid Waste Superintendent or his/her designee.

Employees scheduled to work but unable to fill their commitment due to an emergency will contact the Solid Waste Facility Superintendent. The List described under Saturday Operational Overtime paragraph three will be used to fill the vacancy. The next qualified employee on the rotation will be contacted and further calls will be made according to the rotation until the vacancy is filled. These events will not interrupt the rotation of the scheduled overtime list. If this list is exhausted then the Solid Waste Superintendent will call Dispatch and the 'Highway Overtime Call-In List for Nights and Weekends' will be activated.

Weekday Overtime:

When management determines that weekday overtime must be worked, the following procedure shall be used:

1. A record will be kept of the weekday overtime hours worked by each employee.
2. Once an employee has worked four hours of weekday overtime during a one month (calendar) period, he or she will forfeit his or her next Saturday shift to be scheduled during that month period, unless all other qualified employees have been given the opportunity to work the Saturday shift and have indicated no interest in working that shift.

Emergency Overtime:

When management determines that emergency overtime must be worked, management shall assign overtime on a rotational basis to all qualified employees on the overtime list. Emergency overtime shall not accumulate as does weekday overtime. A qualified employee is any employee who indicates interest in working overtime in a certain position and meets the requirements of the position at the discretion of the Solid Waste Superintendent.

Overtime worked by Waste Disposal Division employees for other Public Works Divisions will be exempt from this policy and will follow the overtime procedure in place for that Division or as specified in the union contract.

VII. PROCEDURES FOR MUNICIPAL GARAGE OVERTIME

Distribution of O.T. for shop personnel is accomplished by using two (2) rotation lists. Having a day crew and a night crew dictates having two (2) different O.T. lists.

The “Weekdays O.T. List” utilizes day crew personnel, and the “Weekend O.T. List” utilizes both day and night crew personnel.

The order or rotation of names never changes and a new list is posted in the Inventory Management Office every Monday. This is done so records can be kept of who worked, did not wish to work, or could not be reached.

There are other occasions where O.T. occurs without using the “Weekend” and “Weekdays” lists, and these are addressed as they happen.

Example:

A piece of equipment has to be repaired right now, so the person working on that piece of equipment might stay on beyond his regular shift to finish up the job.

Example:

If “Weekdays” snow plowing coverage is required between 11 PM to 7 AM, night crew personnel would stay over four (4) hrs. and day crew would come in four (4) hrs. early.

Example:

“Weekend” snow plowing — No set procedure can be established because the timing of the storm is not controllable. Since there are two crews involved (day crew and night crew), an attempt will be made to even up the time and a half and double time. This will not happen every individual storm, but it pretty well evens out throughout the winter.

Example:

“Heating
System”
assignment list,
to provide

Boiler Operator coverage for regular working hours and O.T. work. This is a
monthly rotation list to provide licensed State of Maine Low Pressure Boiler
Operator coverage for heating systems at City Hall and P.W. buildings.

It is agreed between the City of Lewiston Department of Public Works and AFSCME, Council No. 93, Local 1458 that this Winter Operations Policy is agreed to and is effective upon signature.

Date: _____

Roger Laliberte
President, Local 1458

Date: _____

Christopher C. Branch, P.E.
Director, Department of Public Works

APPENDIX E

HEALTH CARE RISK ASSESSMENT FORM **(to be included upon approval by the City and AFSCME)**

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LEWISTON CITY COUNCIL

MEETING OF OCTOBER 4, 2011

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 8

SUBJECT:

Approval of Election Warrant Calling for the Municipal Election to be held on Tuesday, November 8, 2011 for the offices of Mayor, City Council and School Committee, and Recommendations from the City Clerk/Registrar of Voters on actions necessary to conduct the Municipal Candidate and State Referendum Election, to be held on Tuesday, November 8, 2011.

INFORMATION: Under the Maine State Statutes, the municipal officers shall issue an election warrant calling for a municipal election. The City Clerk will be conducting the city election on November 8, 2011 for the following positions: Mayor - citywide; seven City Council seats - Wards 1 - 7; School Committee - at large and seven School Committee seats - Wards 1-7.

Recommendations on election related issues:

A. That the hours for acceptance of registrations in person only, prior to the Nov. 8th election, as required by MRSA Title 21A, sec. 122, 6A(2), be set at 8:00am to 4:30pm, Oct. 19 through Nov. 7, 2011; and additional hours of 4:30pm to 7:00pm on Thursday, Nov. 3, 2011.

B. That the names of those persons who register during the closed session for registration shall be recorded in accordance with MRSA Title 21A, sec. 122, subsec. 7B, except the day prior to the election when they shall be recorded in accordance with subsec. 7A.

C. Pursuant to Title 21A, sec 759(7), absentee ballots will be processed at the central polling place at 7:00am, 4:00pm, 7:00pm and any and all remaining shall be processed at 8:00pm, if necessary.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.



REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the Order regarding the Election Warrant calling for the Municipal Election to be held on Tuesday, November 8, 2011 for the offices of Mayor, City Council and School Committee, and Recommendations from the City Clerk/Registrar of Voters on actions necessary to conduct the Municipal Candidate and State Referendum Election, to be held on Tuesday, November 8, 2011.

Agenda Item Number 8
October 4, 2011 City Council Meeting

Be It Ordered by the City Council that the Election Warrant be issued for the Regular Municipal Election to be held on Tuesday, November 8, 2011 for the purposes of voting for municipal officers; and

To approve the following recommendation from the City Clerk/Registrar of Voters on actions necessary to conduct the Municipal Candidate & State Referendum Election to be held on Tuesday, November 8, 2011:

A. That the hours for acceptance of registrations in person only, prior to the November 8 election, as required by MRSA Title 21A, sec. 122, 6A(2), be set at 8:00am to 4:30pm, October 19 through November 7, 2011; and additional hours of 4:30pm to 7:00pm on Thursday, November 3, 2011.

B. That the names of those persons who register during the closed session for registration shall be recorded in accordance with MRSA Title 21A, sec. 122, subsec. 7B, except the day prior to the election when they shall be recorded in accordance with subsec. 7A.

C. Pursuant to Title 21A, sec 759(7), absentee ballots will be processed at the central polling place at 7:00am, 4:00pm, 7:00pm, and any and all remaining shall be processed at 8:00pm, if necessary.

**WARRANT FOR REGULAR MUNICIPAL ELECTION
CITY OF LEWISTON**

County of Androscoggin, SS.

To Michael Bussiere, a constable of Lewiston, Maine: You are hereby required in the name of the State of Maine to notify the voters of the City of Lewiston of the election described in this warrant.

To all voters of the City of Lewiston: You are hereby notified that the Regular Municipal Election in this municipality will be held on November 8, 2011, at your respective voting place:

Ward 1 Lewiston Armory, 65 Central Ave.
Ward 2 Montello School Gym, 407 East Ave.
Ward 3 Lewiston Armory, 65 Central Ave.
Ward 4 Multi-Purpose Center, 145 Birch St.

Ward 5 Multi-Purpose Center, 145 Birch St.
Ward 6 Elk's Lodge, 1675 Lisbon Road
Ward 7 Multi-Purpose Center, 145 Birch St.

Said election being held for the purpose of electing one Mayor, one School Committee member at large, one Councilor, and one School Committee member in his/her respective Ward.

The polls shall be opened at 7:00 a.m. and closed at 8:00 p.m.. Absentee ballots will be processed at the City Hall Central Voting Precinct at 7:00A.M, 4:00P.M., 7:00 P.M., and any and all remaining at 8:00 P.M., if necessary.

Dated at Lewiston, Maine on October 4, 2011.

_____	_____
_____	_____
_____	_____
_____	_____

ATTEST: _____
Kathleen M. Montejo, MMC
City Clerk

LEWISTON CITY COUNCIL

MEETING OF OCTOBER 4, 2011

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 11

SUBJECT:

Executive Session to discuss Real Estate negotiations of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

INFORMATION:

The Maine State Statutes, Title 1, section 405, define the permissible grounds and subject matters of executive sessions for public meetings.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EABK/mm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To enter into Executive Session, pursuant to MRSA Title 1, section 405(6)(c), to discuss Real Estate negotiations of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

LEWISTON CITY COUNCIL

MEETING OF OCTOBER 4, 2011

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 12

SUBJECT:

Order Authorizing the City Administrator to Execute an Option Agreement with Parallax Partners, Inc. for property located at 15 and 29 Lincoln Street.

INFORMATION:

City staff has been in discussions with Parallax Partners, Inc. regarding a possible development project on Lincoln Street for some time. Parallax is now at the point where it is interested in pursuing studies to determine the feasibility of such a project, including undertaking a full feasibility study. In order to proceed with these efforts and expenditures, Parallax has requested that the City enter into an option agreement with them for the sale of 15 and 29 Lincoln Street. Eventual transfer of the property would be subject to the negotiation of a Joint Development Agreement with terms and conditions acceptable to the City Council. Staff is discussing the final terms and conditions of the proposed option and we hope to have it to you in advance of Tuesday's meeting.

The Planning Board has indicated its support for the potential eventual sale of this property.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

ERB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the Order authorizing the City Administrator to Execute an Option Agreement with Parallax Partners, Inc. for property located at 15 and 29 Lincoln Street.

(Note - Order and background material are being prepared and will be distributed to the City Council before Tuesday night's meeting.)

LEWISTON CITY COUNCIL

MEETING OF OCTOBER 4, 2011

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 13

SUBJECT:

Executive Session to discuss labor union negotiations regarding the city's six employee unions.

INFORMATION:

The Maine State Statutes, Title 1, section 405, define the permissible grounds and subject matters of executive sessions for public meetings.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EATB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To enter into an Executive Session pursuant to MRSA Title 1, section 405 (6) (D) to discuss Labor Negotiations regarding the city's six employee unions - International Association of Firefighters, Local 785; Maine State Employees Association, Local 1989; Maine Association of Police; Lewiston Police Supervisory Command Unit; Lewiston Professional Technical Unit, Local 3855 and Lewiston Public Works Unit, Local 1458.