

COLLECTIVE BARGAINING AGREEMENT
between
CITY OF LEWISTON
and
MAINE STATE EMPLOYEES ASSOCIATION

July 1, 2014 to June 30, 2017

PREAMBLE

This Agreement is made by and between the City of Lewiston sometimes hereinafter referred to as the Employer, and the Maine State Employees Association, sometimes hereinafter referred to as the “Union”.

The Employer agrees with the Union to cooperate in requiring strict observance of all of the terms, conditions and agreements herein contained so that the purposes and objects of this Agreement may be fully attained and the mutual interests of each of the parties hereto may be served at all times.

The terms of this Agreement are designed to further the mutual interests of the Employees, the Union and the Employer. The Union agrees with the Employer with respect to the terms and conditions hereof applicable to the Employer which provide for the economic welfare of it and its 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.

In consideration of the mutual promises of the Union, the Employer, and pursuant to the statutes of the State of Maine, it is agreed by the Employer and the Union as follows:

ARTICLE 1 RECOGNITION

Section 1. Bargaining Agent

The Employer hereby recognizes the Maine State Employees Association as the sole and exclusive bargaining agent of all of its Public Employees in the classifications set forth in an Exhibit hereto entitled “General Government Classification Plan.”

Section 2. Discrimination

No Employee shall be favored or discriminated against by the Employer or by the Union for either joining or not joining the Union. 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 an Employee on the basis of his/her membership, non-membership, participation or non-participation in the Union or its activities.

Section 3. 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 its respective departmental jurisdictions, its Employees and its equipment.

ARTICLE 2

CHECK-OFF

Section 1. Dues

Upon written authorization of any Employee covered by this Agreement, the Employer agrees, subject to the feasibility of the equipment used in the payroll process, to have the member's current weekly union dues deducted from his/her pay. The Employer shall be advised in writing by the Treasurer of the Union whenever any dues change occurs. If an Employee has no pay check due him or the check is inadequate to satisfy all deductions, then the deduction of his/her dues shall be omitted for that week. The amounts to be deducted shall be certified to the Employer by the Union's treasurer and the aggregate deductions of all such Employees of the Employer shall be remitted, together with an itemized statement, to the Treasurer of the Union at his/her office in Augusta, Maine, by the 15th of the month following the deductions. For convenience, the Employer may combine the deductions into a single list and check.

Section 2. Income Protection Plan

Upon written authorization of any Employee covered by this Agreement, the Employer agrees to deduct for those Employees who wish to be covered by the Income Protection Plan provided by the Union. The amounts to be certified to the Employer by the Treasurer of the Union and the aggregate amount deducted shall be remitted to the Treasurer of the Union by the 15th of the month following said deduction.

Section 3. Membership

Membership in the Union is not compulsory. However, those Employees who choose not to join the Union shall be subject to deduction of a service fee pursuant to the Service Fee Memorandum of Agreement (not signed or included in the CBA to date).

Section 4. 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 deducting dues and fees and remitting them to the Union pursuant to the Union's request.

ARTICLE 3

HOURS OF WORK

Section 1. Regular Hours

The regular hours of work each day shall be consecutive, except for interruptions for lunch periods.

Section 2. Work Week

- (a) The work week shall consist of five (5) consecutive eight (8)-hour days, Monday to Friday, inclusive, for Employees of the Public Works Department.
- (b) The work week shall consist of five (5) seven and one-half (7 ½) – hour days, Monday to Saturday, inclusive, for Employees of the Public Library, except as set forth in Section 3, below.
- (c) The work week shall consist of five (5) consecutive seven and one-half (7 ½) – hour days, Monday to Friday, inclusive, for all Employees other than those referred to above.
- (d) The work week shall consist of any other established work week or work schedule which existed on the effective date of this Agreement.
- (e) Work hours for the position of Sanitarian may be altered for purposes of conducting “after-hour” or “surprise” inspections. In each case, overtime shall not be paid unless previously approved by the immediate supervisor.

Section 3. Work Day

Subject to change as hereinafter provided, the hours of work within the normal work day shall be as follows:

Public Works Department	7:00 AM to 4:00 PM
Recreation Department	8:00 AM to 5:00 PM
Public Library	
Regular Hours	
Monday – Thursday	10:00 AM to 7:00 PM
Friday & Saturday	10:00 AM to 5:00 PM
Summer Hours	
Monday – Thursday	10:00 AM to 7:00 PM
Friday	10:00 AM to 5:00 PM
Saturday	10:00 AM to 2:00 PM
<i>As may be altered by the Board of Library Trustees</i>	
All Other City Departments	8:00 AM to 4:30 PM

Hours and work schedules in effect on the effective date of this Agreement shall not be changed without the Employer first notifying the Union at least fourteen (14) calendar days prior to the intended implementation date. Upon request of either the Union or the Employer, the parties shall meet and consult but not negotiate as to the impact of such change on affected

Employees. No change in an Employee's work schedule shall be made for disciplinary purposes or for purposes of harassment.

By agreement with the Directors of the Recreation Department and the Library, the hours for the Employees of the Recreation Department and the Library may be varied individually by granting lunch breaks for one-half (1/2) or one (1) hour as the individual Employees and their Director may agree.

Within the context of this Section, we are not attempting to define the work schedules of each and every individual Employee of the Employer.

Section 4. Rest Periods

All Employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever feasible. An Employee who is to work at least two (2) hours beyond the end of a shift shall be provided a fifteen (15) minute rest period. The rest period shall be scheduled at or near the end of the prior shift, whenever feasible.

Section 5. Meal Periods

Except as hereinafter set forth, each Employee shall be granted an unpaid lunch period during each work shift. Whenever possible, the lunch period shall be scheduled near the middle of the shift and shall be between the hours of 11:00 AM and 2:00 PM for those Employees on the day shift.

ARTICLE 4

HOLIDAYS

Section 1. Recognized and Observed

The following days 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
Patriot's Day	Day after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	One-half day before Christmas
Columbus Day	

Eligible Employees shall receive one (1) day's pay (or one-half (1/2) day, if applicable) for each of the holidays listed above on which they perform no work.

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

Whenever any of the holidays listed above falls on a Sunday, the following Monday shall be observed as the holiday.

Section 2. Eligibility Requirements

An Employee 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 not been observed as a holiday unless the Employee would have been on a day off, vacation, lay-off or sick leave; and
- (b) The Employee worked his/her last scheduled work day prior to the holiday and his/her first scheduled work day following the holiday unless s/he was excused by his/her Employer for any reasonable purpose. The Employer and the Union shall mutually agree upon reasonable purpose in each case. Reasonable purpose shall include illness but shall not include disciplinary suspension.
- (c) If a holiday is observed on an Employee's scheduled day off, the Employee shall receive equal time off on an alternate day.
- (d) An Employee who is on inactive status due to layoff that commenced less than thirty (30) work days prior to the holiday shall receive pay for such holiday.

Section 3. Holiday Pay

Eligible Employees who perform no work on a holiday shall be paid eight (8) times (or four (4) times, if applicable) their current hourly rate of pay.

Eligible Employees whose regular work day differs from the standard eight (8) hour day shall be paid their current hourly rate of pay times the number of hours in their regular work day (or one-half (1/2) day, if applicable).

Section 4. Holiday Work

If an Employee works on any of the holidays listed above, s/he shall be paid time and one-half (1 ½) for all hours worked in addition to his/her 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 5

SICK LEAVE

Section 1. Allowance

Any Employee contracting or incurring any non-service connected sickness or injury , including pregnancy, which renders such Employee unable to perform the duties or his/her employment shall receive sick leave with pay to the extent of his/her accrued sick leave. In the event that an Employee does not have a sufficient amount of accrued sick leave, such Employee shall be granted a leave of absence without pay upon due proof of the attending physician that such leave is necessary for the duration of such sickness or injury, subject to the provisions of Article 16.

In addition, Employees shall also 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 and/or step-parents, spouse, child and/or step-child.

An Employee shall accrue one (1) day of sick leave for each month of service during which such Employee is compensated for at least ten (10) days. After an Employee has been on Workers’ Compensation for three (3) months, such benefits received shall not be deemed to be compensation and therefore the Employee shall not accrue any further sick leave as provided for in this section until the employee returns to work.

Section 2. Accumulation

An Employee shall earn sick leave from the Employee’s date of hire and shall be allowed to accumulate a maximum one hundred and sixty (160) sick leave days.

Section 3. Unused

An Employee shall be compensated in cash for one-half [1/2] of any accumulated unused sick leave to a maximum of one hundred fifty [150] days when s/he is permanently separated from employment as a result of retirement. 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 his/her separation. Effective February 28th of each year, Employees shall contribute unused accumulated sick leave to a Retirement Health Savings [RHS] Plan, as follows: 0-200 hours—0 days; 201 to 350—2; 351 to 500—3; 501 to 600—4; 601 to 800—5; 801 to 1000—6; over 1000—7. Payments to the RHS Plan shall be made in July of the same year as the accumulated sick leave is withdrawn from the Employees’ sick leave balances.

Section 4. Fit for Duty

When the Employer determines that continued work by one of its Employees would be harmful to such Employee or his or her fellow Employees, or would be unduly disruptive of the work of such Employee and/or his or her fellow Employees because of sickness, disability or other physical, mental or emotional condition, Employer may require that the Employee take sick leave. In making such a determination, Employer shall place major emphasis upon the

recommendations of the Employee's attending physician, if any, or otherwise upon the recommendations of a physician selected by the Employer. In order that such physician shall have necessary facts upon which to base his/her recommendation, the Employer shall furnish the physician with a statement concerning the requirements of the job and the conditions under which it is performed. In any instance in which the Employer fails to accept the recommendation of such physician, if the Employee affected files a grievance, the burden of proof shall be upon the Employer as to the correctness of such determination. In the event such determination is found to be unjustified, the Employee involved shall be reimbursed for some or all lost time and/or restored some or all lost sick leave credits. After making its determination, the Employer shall notify the Union. An Employee who is required to take a leave under the provisions of this paragraph may elect to take such leave without pay in lieu of using accrued sick leave if the Employee desires to reserve the accrued sick leave days for possible future use.

When, under the terms of this Section, a certificate from a physician is required, it shall be at the Employer's expense.

Section 5. Medical Leave

A medical leave of absence may be granted to an Employee upon due proof by his/her physician that said leave is necessary, subject to the provisions of Article 16. In making a decision, the Employer shall place emphasis on the opinion of the Employee's physician.

Section 6. Sick Leave Incentive

As an incentive to conserve sick leave, the Employer agrees to provide Employees with one day's pay for each four (4)-month period in which no sick leave is used. Employees meeting this criterion may submit their written request to their department's payroll clerk 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 eligibility to receive the sick leave incentive.) In its discretion, the Employer may reserve payment to a week in which the Employee earned no overtime. Employees, in lieu of one day's pay, may elect to be credited with an additional vacation day to be taken in accordance with Article 8, Vacation.

Section 6. Sick Leave - Personal Days

Employees may convert up to two (2) sick leave days per year for use as personal time. Employee shall be required to provide notice consistent with department practices for use of vacation time. Use of sick leave for personal time is non-accumulative and may not be carried forward into the next fiscal year.

ARTICLE 6

WORK FORCE CHANGES

Section 1. Promotions

The term “promotion” as used in this provision means the advancement of an Employee to a higher paying class grade.

- (a) Whenever a promotional job opening occurs - - other than a temporary opening as defined below - - in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such opening shall be posted on all bulletin boards for ten (10) working days. Such notice shall contain at a minimum the following information: rate of pay, work hours, department, location, deadline for application and the instructions for application.
- (b) During this period, Employees, including those on lay-off, who wish to apply for open positions or jobs may do so. The application shall be in writing or such other form as may be required in the instructions for application, and it shall be submitted to the Employer. Employees applying for such positions shall be notified when the vacancy is filled.
- (c) Temporary job openings are defined as job vacancies that may periodically develop in any existing job classification that are not occupied due to a curtailment of operations, Employee illness, leave of absence, maternity leave or vacation leave, but said openings shall not exceed one hundred twenty (120) work days. Job openings that recur on a regular basis and/or that remain open more than the one hundred twenty (120) work days at a time, shall not be considered temporary job openings,.

Section 2. Transfers

Except as otherwise provided in Section 5 of this Article, an Employee who desires a transfer to a job classification in the same or a lower class grade may apply for any vacancy in such lateral or lower paid job classification which the Employer proposes to fill. If selected, s/he shall be placed in the same step of the applicable class grade as the step of the class grade from where s/he transferred. Transfers may become effective on the fifth (5th) day of the required ten (10) working day posting requirement.

Section 3. Acting Capacity

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

1. Temporary assignments are restricted to unit positions.
2. Higher pay will not be effective until service in the higher classification continues for more than five (5) consecutive days of such service:

3. After five (5) consecutive days of such service, the 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.
5. The City agrees not to arbitrarily rotate employees in and out of acting capacity to avoid paying the higher rate of pay.

Section 4. Seniority

Except as otherwise provided in Section 5 of this Article, each Employer and the Union recognize that promotional opportunity as well as job security in the event of promotion, transfers, decreases of forces and layoff should increase in proportion to the length of continuous service in the employ of the Employer, and that all other considerations being substantially equal, seniority shall be the prime determining factor when considering such changes.

In the event of a layoff or a reduction in the size of the work force, an Employee may bump into another job within the classifications covered under Article 1, Section 1 where such job is in the same or equal classification or a lower classification provided that: (1) there is an Employee with less seniority in such position ; and (2) that the senior Employee has the skill and ability to perform the work. The department head that supervises the position into which an employee desires to bump 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 Employer of his/her intention to exercise his/her bumping rights within five (5) working days of the Employer's notice. The Employee who is bumped shall enjoy similar bumping rights but must notify his/her Employer within three (3) working days of his/her intention to exercise his/her bumping rights. An Employee who displaces another Employee will have three (3) working days during which to demonstrate his/her ability to satisfactorily perform the work. Failure on the part of the Employee to demonstrate his/her ability to satisfactorily perform the work required in the job s/he has bumped into will result in his/her having one (1) opportunity to bump into a lower classification; provided s/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 department head. Such judgment shall not be made capriciously or arbitrarily.

Section 5. Layoff and Recall

In the event of a layoff or reduction of work force, the Employer shall notify the individual(s) initially affected by such reduction and then post the respective Employer's intent to reduce the work force on the department bulletin board at least two (2) weeks prior to the effective date of layoff.

An Employee laid-off shall remain on the layoff list of the Employer for a fifteen (15)-month period. At the end of such fifteen (15)-month period, each Employee who has not been recalled shall be terminated and removed from the layoff list.

Whenever a job opening occurs, the position shall be first offered to the most senior Employee who is qualified to perform the job on the Employer's layoff list. In the event said Employee declines the offer, the next most senior qualified employee on the list shall be offered the job and so on until the Employer's layoff list has been canvassed.

Section 6. Flex and Temporary Assignments

"Employer shall have the right to assign certain general duties to unit personnel in unit positions of equal or lesser pay grades. Within the context of this section, all duties must be within the range of administrative skills that are easily transferable between offices and departments. This temporary reassignment of duties will be limited to employees within a specific geographic location by building and shall last no longer than 5 continuous business days. These "transferable" skills shall not require any state of federal certification or licensing to perform; can be performed with minimum training; shall require a minimum amount of supervisory oversight; and will maintain the "chain of responsibility" relating to cash transactions. Examples of these skills would include but not be restricted to filing, basic report processing, proprietary software front counter operation such as Munis or Treo, basic administrative software such as Microsoft Word, Excel and Access, and payment processing for city services such as water payments and tax payments.

In any instance where department unit personnel assume new responsibilities for the specific oversight and training for functions or programs that must be performed by unit personnel, Article 7, Section 2 shall apply."

ARTICLE 7

WAGES

Section 1.

Wages shall be as set forth in Appendix B and shall reflect a COLA adjustment of 1.5% for FY2015 retroactive to January 1, 2015; 1.5% for FY2016 retroactive to July 1, 2015; and 2.0% for FY2017 beginning July 1, 2016. Any Employee who is promoted to a higher class grade shall be placed in the pay step which provides for at least a five percent (5%) increase over the pay step of the former class grade which the Employee was in but not to exceed the top step of the new class grade. Any Employee who 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 s/he formerly held, or in the highest step within the lower class grade so long as it does not exceed his/her former pay rate.

New Employees may be hired at a rate above the minimum of a class grade provided the current Employees in the same class grade are paid at the next higher step than the new Employee.

Section 2. Job Classification/Descriptions

The Employer may from time to time review the list of job classifications and job descriptions for its Employees covered by this Agreement and may, after consultation with the Union, revise the same in a fair and equitable manner.

Should the Employer reclassify, reallocate, upgrade or downgrade any Employee or group of Employees in manner which is either unfair or not equitable or significantly change his/her or their job descriptions in a manner that is either unfair or not equitable, then and only then may the Union or an Employee grieve the action.

Notwithstanding the provisions of Article 13 or any other provision of this Agreement, neither the Union nor any Employee shall have the right to grieve the failure or refusal of either Employer to reclassify, reallocate or upgrade any Employee or job classification in effect on the date of this Agreement.

Section 3. Pay Day

Subject to computer breakdown or other matters beyond the Employer's control, the wages of Employees shall be paid weekly. In the event the pay day occurs on a holiday, the preceding day shall be the pay day.

Section 4. Call-Out Pay

Any Employee who is called out by his/her Employer for work outside of and not continuous with his/her regular work schedule shall be paid a minimum of two (2) hours or hours actually worked, whichever is greater, at the appropriate overtime rate.

Section 5. Reclassification Procedure

The Job Description Assessment form enclosed in Appendix D shall be utilized to evaluate all annual union reclassification requests and new unit positions and shall not obligate the city to readjust wages or any other form of compensation. Administration, Human Resources, applicable department heads/supervisors, the employee (when applicable) and the unit shall participate and complete the process. Any disparity in scoring shall be addressed by a joint meeting of all involved. Administration will have the authority to make the final decision which will be subject to the grievance process pursuant to the collective bargaining agreement and any award will be retroactive

All annual union reclassification requests shall be submitted to Administration to be reevaluated utilizing the Appendix D system. Requests for up to six (6) unit reclassifications shall only be submitted once per year and, if approved, shall become effective in the following fiscal year.

The Union shall seek reclassifications providing the requests meet at least one of the following criteria:

- a. There has been a substantial change in the job responsibilities, either sudden or over a period of one to two (1-2) years; and/or

- b. the Employee has gained a significant new skill or certification beneficial to the City and is not currently a requirement of the job description; and/or
- c. an demonstrate an inequity in compensation when compared to other unit employees performing nearly identical work

All reclassification requests shall only be judged relative to other similar work being performed by city personnel.

ARTICLE 8

VACATIONS

Section 1. Accrual

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

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

After an Employee has been on Workers' Compensation for three (3) months, such benefits received shall not be deemed to be compensation and therefore shall not accrue any further vacation leave as provided in this section.

Vacation leave may be taken by an Employee at any time after its accrual, subject to the approval of his/her department head or designee. Each Employee may accumulate vacation leave accruing under the provisions of this Collective Bargaining Agreement not to exceed forty [40] days in total. 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 Account [RHS] Plan. All vacation time recorded for deposit in the RHS plan as of February 28th shall reflect vacation not used by the employee as of February 15th of each year. Payments to the RHS Plan shall be made –in July of the succeeding fiscal year.

Should the Employee be prevented by the requirements of his/her department from taking scheduled vacation, the Employee shall receive full compensation in lieu of vacation time.

Section 2. Scheduling

No Employee may take more than two (2) consecutive weeks of vacation without special permission from his/her department head.

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

Section 3. Pay Request

All Employees shall be paid their vacation pay in the last pay period preceding their scheduled vacation if requested in writing by the Employee two (2) weeks in advance provided the vacation taken will extend for at least five (5) consecutive working days.

ARTICLE 9

LEAVES OF ABSENCE

Section 1. Bereavement Leave

An Employee who suffers the loss of a spouse, child, stepchild or parent shall be allowed paid leave for all scheduled hours lost up to five (5) days for attendance at the funeral and/or the handling of necessary arrangements. An Employee who suffers the loss of a grandparent, grandchild, step-parent, parent-in-law, brother, brother-in-law, step-brother, sister, sister-in-law, step-sister or son/daughter-in-law shall be allowed paid leave for all scheduled hours lost up to three (3) days for attendance at the funeral and/or the handling of necessary arrangements.

Additional leave may be allowed, at the sole discretion of the Employer, for attendance at a funeral requiring out-of-state travel. Such leave shall be without pay and shall not be unreasonably denied.

Additional leave may be granted at the discretion of the City, with or without pay.

Section 2. Jury Duty

An Employee shall be granted a leave of absence any time s/he is required to report for jury duty or jury service.

An Employee shall be paid the difference between any jury duty compensation s/he may receive and his/her regular wages for each day of jury service, except that the Employee shall be required to report for work when s/he is excused from jury duty during normal working hours. If the Employee is excused finally for the day prior to twelve (12) noon, the Employee shall report to work for the balance of his/her regular work shift.

Section 3. Union Leaves

The Employer in the aggregate shall provide up to four (4) days per year, without pay, for up to four (4) Employees to attend an MSEA-sponsored event.

The Employer shall also provide up two (2) days per year, with pay, for MSEA stewards to attend training sessions.

MSEA shall inform the Employer of those Employees for whom leave is requested at least one (1) month prior to the event and identify the event. Any changes or substitutions thereto shall be supplied as soon as practicable.

Section 4. Unpaid Personal Leave of Absence

Notwithstanding the provisions of the Family Leave Act, it is recognized that Employees from time to time may request unpaid leave from their jobs for personal reasons other than medical. The Employer shall attempt to accommodate such request based on the merits of the leave and the best interest of the Employer. Such request shall not be unreasonably denied. The Employee's past record and the purpose for which the leave is requested shall be considered for granting such leave.

During such leave period whereby an Employee is not paid at least ten (10) work days in any month, the accrual of vacation and sick leave shall cease and the Employee shall pay the cost of Health and Life Insurance (except as provided in Article 11, Section 6).

ARTICLE 10

RATE OF PAY FOR OVERTIME

Section 1. Eligibility

Any Employee required to work outside of his/her regularly scheduled shift shall be paid at the rate of time and one-half (1 ½) for all such hours worked. To be eligible for overtime pay, an Employee must be regularly scheduled to work a seven and one-half (7 ½) or eight (8) hour day, five (5) days per week. Otherwise, overtime shall only commence after an Employee has worked either a seven and one-half (7 ½) or eight (8)-hour day, depending upon the custom in the respective department.

Section 2. Compensatory Time

An Employee who works overtime may, with the approval of his/her Employer, elect to be compensated with compensatory time off in lieu of one and one-half (1 ½) times the hourly rate for the period of over-time worked. Compensatory time off shall be calculated at one and one-half (1 ½) hours for each hour worked and shall be scheduled upon mutual agreement of the Employer and the Employee, taking into consideration both the preference of the Employee and the operational needs of the department. Should the scheduling of compensatory time by two (2) or more Employees at any one (1) work site result in hardship to the department, the senior Employee(s) scheduling shall have priority.

Section 3. Overtime Work

Overtime work shall be distributed as equally as practical to Employees working within the same classification title within the various divisions of the Employer's departments. The distribution of overtime shall be equalized over the life of this Agreement beginning on the first day of the calendar month following the effective date of this Agreement or on the first day of any calendar month this Agreement becomes effective.

Except as provided in the last sentence of this paragraph, on each occasion, the opportunity to work overtime shall be offered to the Employee within the classification title who has the least number of overtime hours to his/her credit at that time. If this Employee does not accept the assignment, the Employee with the next fewer number of overtime hours to his/her credit shall be offered the assignment. This procedure shall be followed until the required Employees have been selected for the overtime work. An Employee who does not accept an assignment shall forfeit his/her right to equalization for the rejected hours.

Section 4. Overtime Record

A record of the overtime worked by each Employee shall be made available to the Employees.

Section 5. 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 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 \$180.00.

ARTICLE 11

INSURANCE AND RETIREMENT

Section 1. Workers' Compensation

The Employer shall provide Workers' Compensation coverage to its Employees as defined under the Maine Workers' Compensation Act and Occupational Disease Law and amendments thereto.

Section 2. Health Insurance

The Employer shall make available and pay for the applicable premium level of Employee health insurance coverage provide by the Maine Municipal Employees Health Trust Preferred Provider Organization (PPO) 500 Plan (all aspects of changing coverages from POS C to PPO 500 will become effective on the first payroll date for 1/1/16). The Employer reserves the right to convert said coverage to another carrier or other coverage which provides

substantially equal or better coverage. All Employees shall pay a portion of the PPO Health Insurance premium in accordance with Section 9 and 10 of this Article.

It is understood that the term applicable premium refers to all available plans-Employee only, Employee and spouse, Employee with children, Employee & spouse with children plan, or any of the other available plans. Employees wishing to participate in the Point of Service (POS) C plan may do so by paying the difference in premiums between the PPO 500 plan and the POS C plan, in addition to the payments stated above.

Section 3. Dental Insurance

The Employer shall make available a Dental Insurance plan with the premiums to be borne by the Employee.

Section 4. Flexible Benefits Plan

The Employer shall make available a flexible benefits plan as allowed under Section 125 of the Internal Revenue Code. In addition, the City will contribute \$300.00 in the Medical Spending Account for Employees who are participating in the Wellness Program.

Section 5. Life Insurance

The present practice with respect to participation by the Employer in the cost of Life Insurance presently in force shall be continued for the term of this Agreement.

Section 6. Social Security

The Employer shall provide FICA coverage for each of its qualified Employees.

Section 7. Maine State Retirement System

The Employer shall provide State Retirement coverage for Employees who elect it as per the Statutes and Participating District Options as elected pursuant to said statutes.

In lieu of participating in the MePERS, an Employee may participate in a deferred compensation program (ICMA or Mass Mutual) with the Employer matching the Employee's contribution, not to exceed six percent (6%) of base salary.

Section 8. Coverage After Use of Sick Leave

The Employer shall pay the cost of health insurance coverage to the extent stated in Section 2 above for a period of six (6) months after an Employee's sick leave has been used up.

Section 9. Wellness and Health Care Management System Program

Effective on the first pay-date for January 1, 2016, Employees will be offered the opportunity to achieve Wellness program rewards by voluntarily participating in the Wellness

and Health Care Management Program of the HEALTH CARE MANAGEMENT SYSTEM FOCUSING ON PREVENTION as outlined in Appendix C of this contract.

Section 10. Health Care Reimbursement Arrangement

Effective on the first pay-date for January 1, 2016, for Employees in the MMEHT PPO 500 health insurance plan, the City of Lewiston shall contribute funds to the employee's Health Reimbursement Arrangement in accordance with the following schedule: \$1,000 for Single Plan; \$2,000 for Single Employee w/Child Plan and Employee/Spouse/Family Plan.

Section 11. Employee Health Insurance Premium Payment

Effective on the first payroll date for January 1, 2016, all Employees shall contribute twenty-five percent (25%) for their share of the premium for MMEHT PPO 500 coverage (Employees opting for POS-C coverage will pay the difference in the City's monthly cost between PPO 500 and POS-C for applicable coverage). Employees who voluntarily enroll in the Wellness and Health Care Management System program (Appendix C) can achieve rewards to reduce their PPO 500 health insurance premium payment up to 10% (10% for single employees/parents or 5% for each employee and spouse) resulting in a reduced Minimum Health Insurance Premium (MHIP) of no less than 15%.

All new employees hired after September 1, 2007 shall contribute thirty percent (30%) for their share of the premium for MMEHT PPO 500 coverage. Employees who voluntarily enroll in the Wellness and Health Care Management System program can achieve rewards to reduce their health insurance premium payment up to 10% (10% for single employees/parents or 5% for each employee and spouse) resulting in a reduced Minimum Health Insurance Premium (MHIP) of no less than 20%.

Section 12. Opt Out Insurance Incentive

Any employee may elect to waive coverage in the City's Health Insurance Plan. Any employee waiving full coverage or partial coverage for which he/she would otherwise be eligible shall be paid according to the following conditions:

- A. Any employee eligible for full family coverage or single coverage and who elects to waive health insurance coverage shall receive an annual payment equal to the amount of four months of PPO 500 health insurance premiums for which the employee is eligible.
- B. An employee who is eligible for full family plan opts to take either a "single parent plan" or a "single plan" shall receive an annual payment equal to four months of the difference in premiums between the PPO plan for which he/she is eligible and the PPO plan which he/she opts to take.
- C. In the event both spouses are employees and eligible for health insurance coverage, the ineligible spouse shall receive an annual payment equal to one month of the PPO family plan premium.
- D. The payments in lieu of health insurance shall be based on the premiums in effect the month the premiums are paid.

- E. A new employee who waives health insurance coverage shall be eligible for the payment in lieu of insurance upon becoming eligible for the health insurance. (It is understood that should an employee leave the employ of the City before July 1st, the Health Insurance Incentive shall be prorated and reimbursed to the City either through payroll deduction or personal check).
- F. If the employee wishes to be reinstated on the health insurance policy or change coverage from a single or a single parent plan (if he/she would otherwise be eligible for full coverage) he/she may do so as long as he or she follows the insurance carrier's requirements for evidence of insurability and portability of coverage provisions.
- G. If an employee is reinstated (or covered for the first time) after receiving payment for waiving health insurance coverage, the employee shall repay the City the balance of the payment pro-rated on a monthly basis.
- H. In order to receive payment for waiving health insurance coverage or to be reinstated on the health insurance plan, the employee must submit written notice to the Human Resources Director. Discontinuance of health insurance or reinstatement of coverage will be effective the first day of the following month in which written notice has been received.
- I. Eligible employees who are married to other City employees covered by the MMEHT shall receive MMEHT life insurance coverage at no cost.
- J. All Opt-Out recipients shall receive a \$300 annual signing bonus upon the first January 1st payroll date. Should an employee leave the employ of the City before July 1st, the annual signing bonus shall be prorated and reimbursed to the City either through payroll deduction or personal check.

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

ARTICLE 12

DISCIPLINE AND DISCHARGE

Section 1. Disciplinary Actions

Disciplinary actions or measures shall include only the following:

1. Oral reprimand
2. Written reprimand
3. Suspension (notice to be given in writing)
4. Discharge (notice to be given in writing)

Any disciplinary action or measure imposed upon an Employee may be processed as a grievance through the regular grievance procedure. If the Employer has reason to reprimand its Employee, it shall be done in a manner that will not embarrass the Employee before other Employees, or the public.

The above listing of disciplinary actions available, shall not be deemed to imply that discipline must be imposed in the order listed. It is agreed that in some instances a discharge may

be justified for the first infraction and other instances an oral reprimand or a written reprimand might follow a prior suspension.

Section 2. Union Representation

Should an Employee have reason to believe that a meeting with his/her Employer or designee may result in discipline and/or discharge, that Employee may request and be allowed the presence of a Union representative either prior to the meeting or at any time during the meeting.

Section 3. Reprimands

The Employer shall not unreasonably issue an oral or written reprimand to any Employee.

Section 4. Suspension and Discharge

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

The Union shall have the right to take up the discharge or suspension 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.

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

Section 5. Personnel Files

- a. Upon request from the Employee, records of oral reprimands shall be removed from the personnel files after one (1) year from the date of occurrence.
- b. Upon request from the Employee, records of written reprimands shall be removed from the personnel files after two (2) years from the date of occurrence.
- c. Upon request from the Employee, records of suspensions shall be removed from the personnel files after five (5) years from the date of occurrence, however, an Employee, after three (3) years, may request that a record of suspension be removed provided no other disciplinary action has been imposed in the interim.

ARTICLE 13

SETTLEMENT OF DISPUTES

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

Step I. The Employee and/or his/her representative shall present the grievance or dispute orally to the Employee's supervisor within ten (10) working days of the date of the grievance or within ten (10) working days after the Employee should reasonably have had knowledge of its occurrence. The Employee and/or his/her representative within ten (10) working days of presentation of the grievance. In the event of a contract violation, the Union acting alone may file a grievance within such time limit.

Step II. If the grievance has not been settled under Step I, within the time limit thereof, it shall be presented in writing by the Employee and/or his/her representative or, in case of a contract violation, by the Union to the department head, with a copy to the City Human Resources Director within ten (10) working days after the supervisor's response was due or received whichever first occurs. The department head shall respond to the Employee and/or his/her representative(s) or the Union, as appropriate, in writing within ten (10) working days after receipt of the appeal. If the grievant's immediate supervisor is also his/her department head, Step II shall be omitted and the grievance shall be processed under Step III within the time set forth in Step II.

Step III. If the grievance still remains unsettled, it shall be presented by the Employee and/or his/her representative or the Union, as appropriate, to the Employer (City Administrator or designee) in writing within ten (10) working days after the response of the department head was due or received whichever first occurs. The Employer shall meet with the Union representative(s), with or without the aggrieved Employee within ten (10) working days after receipt of the appeal from Step 2 and make every reasonable effort to settle the grievance and respond in writing to the Employee and/or his/her representative or the Union, as appropriate, within ten (10) working days.

Step IV. If the grievance still remains unsettled at the conclusion of Step III, either party may, within fifteen (15) working days after the reply of the Employer was due or received whichever first occurs, by written notice to the other, request arbitration. Upon receipt of a request for arbitration, the parties shall attempt to agree upon an arbitrator. If unable to agree upon an arbitrator within seven (7) calendar days from receipt of the request for arbitration, the arbitrator shall be selected through the American Arbitration Association ("AAA") in accordance with the AAA rules then in effect. The moving party shall request a list of arbitrators from the American Arbitration Association (AAA) within twenty (20) working days after the expiration of said seven (7) calendar days.

The AAA will be requested to submit a list of not less than seven (7) nor more than eleven (11) names (but in all cases an odd number) of possible arbitrators. Within five (5) working days from the date of receipt of said list from AAA, the parties shall confer for the purpose of selecting an arbitrator. The parties shall select the arbitrator by alternately striking one name from the list until one name remains. The right of a party to first strike a name from the list shall be determined by lot. The arbitrator whose name remains shall be appointed.

The arbitrator shall fix the time and place of the hearing, taking into consideration the convenience of the parties, and shall give at least seven (7) days notice in writing to the parties of the time and place of the hearing. The hearing shall be informal and the rules of evidence prevailing in judicial proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the arbitrator may be received in evidence.

The hearing conducted by the arbitrator shall be concluded as soon as reasonably possible and the arbitrator shall make written findings and submit a written opinion as to the issues presented, a copy of which shall be mailed or otherwise delivered to the Employer and to the Union, or to their respective attorneys. The decision of the arbitrator shall be final and binding upon both parties, it being clearly understood, however, that the arbitrator shall have no authority to add to, subtract from or modify this Collective Bargaining Agreement or to change or ignore the time limits herein set forth or to waive any informality in the grievance procedure. The arbitrator may, however, change the nature of or reduce any disciplinary action. The time limits as set forth herein are of the essence to the grievance procedure and this Agreement.

The Employer and the Union shall bear the fees and expenses of the arbitrator equally. However, each party shall be responsible for compensating its own representatives and witnesses. Should the Union or the Employer find it necessary to postpone or cancel a scheduled arbitration hearing and such cancellation or postponement results in payment of the arbitrator's fee, said fee shall be paid in its entirety by the party that requested cancellation or postponement unless they mutually agree to share such costs. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator. Grievances initiated by the Employer shall be processed in this same manner, but they may be initiated at either Step I or Step II.

Working days shall be defined as calendar days exclusive of Saturdays, Sundays and full-day holidays pursuant to Article 4, Section 1.

Whenever under this Agreement a grievance may be initiated at a Step other than Step I, such a grievance must be initiated within seven (7) working days of the date of the grievance or within seven (7) working days after the Employee should reasonably have had knowledge of its occurrence.

ARTICLE 14

UNION ACTIVITIES

Section 1. Stewards

Employees selected by the Union to act as Union representatives shall be known as "Stewards". The names of Employees selected as Stewards shall be certified in writing to the Employer by the Union. The Union Steward shall suffer no loss of pay for time spent for meeting with the appropriate officials of the Employer concerning Union business, at times mutually agreed upon. In addition, up to three (3) Stewards shall be allowed not more than two (2) days per year with pay for training.

Section 2. Union Business

The Employer agrees that Union representatives, not more than four (4) in number in the aggregate shall be allowed to:

- (a) Attend negotiating meetings with the Employer involved.
- (b) Transmit communications authorized by the Local or its officers to the Employer, and
- (c) Consult with the Employer or its representative.

While it is understood that MSEA retains the exclusive right to select representatives to its bargaining team, MSEA also recognizes that the absence of more than one (1) Employee from a given office or worksite may, from time to time, inadvertently result in operational problems for an Employer.

Should this situation arise, and upon request by either party, MSEA and the Employer shall meet and consult in an attempt to mutually resolve any such conflict in a reasonable and timely manner. In the absence of any resolution, the parties may then, as a possible solution, agree to schedule bargaining sessions at times which would not interfere with the operations of the Employer.

Except as provided herein, in the event such activities are conducted by mutual agreement during an Employee's working hours, such Employee shall suffer no loss of pay. However, no more than four (4) Employees who attend negotiating sessions with the Employer during their normal working hours shall be paid.

Section 3. Access by Representatives

The Employer agrees that accredited representatives of the Maine State Employees Association, whether local Union representatives or MSEA staff representatives shall have full and free access, as appropriate to the grievance, to the premises of the Employer for the purpose of processing grievances.

Upon their arrival, such representatives will, as a courtesy, make their presence known and identify themselves to the Employer and shall not permit their presence on the premises of the Employer to disrupt the work place or unreasonably interrupt or interfere with the working schedule of the Employer or its Employees. In this paragraph, Employer shall mean the Director of Human Resources or his/her designee.

Section 4. State Statutes

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

Section 5. Retroactivity

The adjustment of a grievance or an arbitration award will not have a retroactive effect regarding back pay for a period extending in excess of thirty (30) days prior to the initial presentation of the grievance to the Employer under initial presentation of the grievance to the Employer under Step I of the grievance procedure. This Section shall not be construed to justify a filing of a grievance later than seven (7) working days after the date of the grievance or the Employee's knowledge of its occurrence as provided under Section 1, Step I, which time limit is of the essence.

Section 6. Notice

When notice is to be given hereunder to the Employer, notice given to the Department involved shall be deemed notice to the Employer. A response to any such notice shall be deemed adequate and binding if given by the department involved. In any instance when a notice is to be given to the Employer, a copy thereof shall simultaneously be given to the Human Resources Director.

Section 7. Access

An aggrieved Employee and/or his/her representative shall, at a time convenient to both the Employee and the Employer and at the Employee's expense, have the right to inspect and obtain copies of their personnel file.

Section 8. Bulletin Boards

The Union shall limit its posting of notices and bulletins to existing bulletin boards in respective buildings provided they have been approved for posting by respective department heads.

Section 9. Posting of Work Rules

When existing rules are changed or new rules are established by the Employer, they shall be posted prominently on existing bulletin boards in respective buildings for a period of five (5) work days before becoming effective unless emergency conditions dictate otherwise. A copy of such change or new rule shall also be sent to the Union president. Any change in work rules conflicting with the provisions of this Agreement shall be settled through the grievance procedure.

ARTICLE 15

GENERAL PROVISIONS

Section 1. Pledge against Discrimination and Coercion

The provisions of this Agreement shall be applied equally to all public Employees of the Employer 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. Grievances initiated under this Section shall be processed according to the provisions of Article 13, Section 1.

Section 2. Union Representation

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 3. Personnel Policy

In the event of a conflict between the provisions of this Agreement and the Employer's Personnel Policies or respective Departmental Rules & Regulations as they now exist or may from time to time be amended, the provisions of this Agreement shall apply.

Section 4. Termination of Employee Status

- (a) An Employee who is absent from his/her employment because of illness or injury not arising out of his/her employment shall retain his/her status as an Employee for a period of six (6) months in addition to his/her accumulated sick leave. His/her status as an Employee may be extended for further periods at the discretion of the Employer upon written notice to the Union prior to the expiration of said six (6)-month period. Any extension of the time shall be for a stated period and any subsequent extension must be granted prior to the expiration of such stated period and may be made upon written notice to the Union.
- (b) Absence from employment for any reason for period in excess of three hundred sixty five (365) calendar days shall cause a termination of employment unless the Employer shall extend such period.
- (c) In the event two (2) or more absences from employment 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 5. Workshop Meetings

Whenever an Employee is assigned to attend a workshop meeting which is in conjunction with the work of said Employee, the Employer shall pay for the mileage involved and the meal(s), if applicable. Mileage reimbursement shall be limited to one (1) car per workshop meeting. Meal(s) reimbursement shall be in accordance with the City's Travel Policy. It is further agreed that the Employee shall not suffer any loss of pay for attendance at workshop meetings but shall not receive any overtime compensation for hours in excess of the normal work day or work week.

Section 6. Tuberculin Tests and Hepatitis B Inoculation

Required Tuberculin tests shall be furnished without cost to those Employees who have regular contact with the public at the Employee's option. Hepatitis B inoculation shall be provided to those Employees, at Employee's option, who perform code enforcement inspections or public health nurse duties. Chest X-rays required by law or the Employer, shall be furnished without cost to the Employee.

Section 7. Educational Assistance

Employees may be reimbursed, to the extent funds are available, for amounts spent by them for educational programs or courses in which they have enrolled, in accordance with the City's Personnel Policies.

Section 8. Uniform and Protective Clothing

If any Employee is required to wear a uniform, protective clothing or protective device as a condition of employment, such uniform, protective clothing or protective device shall be furnished to the Employee by the Employer. The City shall provide uniforms for the following positions: Storekeeper/Dispatcher. Uniforms shall be maintained by the City. In addition, a footwear allowance shall be provided to the following positions: Code Enforcement Officer/Sanitarian. If a steel-toe shoe is an OSHA requirement to perform their work, the footwear allowance shall be \$162.00, if not required, the allowance shall be \$75.00.

- A. The position of Code Enforcement Officer/Sanitarian shall be entitled to a maximum one-time payment of \$175.00 per calendar year for the purchase of raingear and coveralls. Replacements for these items shall be on a repair/replace basis, as determined by the Employer.
- B. The position of Parking Enforcement Officer shall be entitled to a maximum one-time payment of \$350.00 per calendar year for the purchase of footwear and clothing specific to the position. Replacements for these items shall be on a repair/replace basis, as determined by the Employer.

Section 9. Mileage Reimbursement

Employees using private vehicles that are authorized for official City business shall be reimbursed at the standard rate allowed by the Internal Revenue Service, excepting motorcycles which shall be reimbursed at the rate of 75% established for other vehicles, plus tolls and parking supported by receipts.

Section 10. Tools

The Employer will provide to its maintenance and custodial Employees the hand tools necessary to perform their assigned duties. The Employer shall, in its sole discretion, determine the types of tools needed by an Employee. It shall be the Employee's responsibility to protect and maintain such tools. The Employer may assess its Employee for the loss through neglect or intentional destruction of Employer-owned tools.

Section 11. Storm Days

Employees whose job function requires travel, excluding travel to and from work, shall not be required to do so when severe winter weather conditions would present potential personal risk to the Employees. Such determination shall be mutually agreed upon on a case by case basis between the department head and the Employee(s) involved.

Section 12. Seniority List

The Employer shall furnish to MSEA annually the following information for each of its Employees served by this Agreement: name, classification, employing department and date of hire. In addition, the Employer shall notify the MSEA of all newly hired Employees within the MSEA Bargaining Unit.

Section 13. Stipends

A cell phone stipend of \$30 per month shall be paid to the following positions:

- Senior Parking Attendant/Supervisor

ARTICLE 16

NO STRIKE

The Union agrees that its Employees shall have no right to engage in any work stoppage, slow down, strike or lockouts.

ARTICLE 17

DELEGATION OF AUTHORITY

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law to 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 it by law.

All provisions of this Agreement notwithstanding, the laws of the United States of America, State of Maine, the Lewiston City Charter, Lewiston City Ordinances, and Rules and Regulations of the several departments authorized by the aforesaid law, Charter and Ordinance, shall in all instances, control and prevail.

The Union and the Employer acknowledge that the terms and conditions set forth in this Agreement express the full and complete agreement of the parties. In the event that either party desires to meet and discuss items which are not included in this Agreement at any time during the term of this Agreement, it may give notice of such desire to the other party. If the other party agrees to meet and discuss and if the parties reach an agreement, such agreement shall be set forth in a formal amendment to this Agreement.

ARTICLE 18
TERMINATION

This Agreement shall be effective as of the date of its execution unless otherwise provided herein (i.e., wages and health insurance co-pays), and shall remain in full force and effect through June 30, 2017.

Should the parties fail to reach agreement by the expiration date of this Agreement, the terms and provisions of this Agreement with the exception of automatic step increases shall continue in full force and effect until a successor Agreement is reached.

ARTICLE 19
LABOR MANAGEMENT/HEALTH AND SAFETY COMMITTEE

In the interest of sound relations, a joint committee composed of not more than six (6) members may convene from time to time for the purpose of discussing areas of mutual concern. Neither "Management" or the "Union" shall appoint more than three (3) members, but may appoint less than three if desired. It shall be the express purpose of the committee to build and maintain a climate of mutual understanding and respect in the solution of common problems including workplace health and safety.

ARTICLE 20
EXTERNAL AND INTERNAL COMPLAINTS AND INVESTIGATIONS

This Article applies to complaints and/or allegations made externally and internally. This section shall apply only to matters that the City determines require investigation by the City Administrator's office, and it shall not apply to supervisory contact with an employee for the purpose of routine disciplinary action, counseling, instruction, training or delivering a performance evaluation. The City will attempt to complete this procedure within sixty (60) calendar days from the initiation of the informal phase provided that there may be unusual circumstances in which the City determines that additional time is necessary.

1. Appropriate Directors in concert with the Director of Human Resources may determine that allegations of misconduct or other complaints against an employee will require investigation by the City Administrator's Office. Prior to the Formal Investigation Phase, as outlined in Paragraphs 2 through 5 of this Article, there may be an informal period of investigation, which may include interviews of the employee and/or witnesses, in order to determine the nature and the severity of the complaint.

2. When the City believes that formal investigation is necessary and that the employee under formal investigation is to be interviewed concerning an alleged violation of the City's operating procedures, or misconduct, that could result in disciplinary action or dismissal from the City, the employee shall be given two working days written notice before being interviewed, unless the investigator determines that an emergency exists. In the event that the investigator

determines that an emergency exists, such reasonable notice shall be given as circumstances permit. The notice shall state the subject matter of the interview.

3. Any interview of an employee under formal investigation shall be conducted at a reasonable time and, when practical, when the employee is on duty. The interview shall take place at a suitable location and when practicable, on the City's premises. Confidentiality of the interview shall be maintained to the extent required under state and federal law.

4. The employee shall be informed in writing promptly when a formal investigation is completed and of any determinations made, except when the matter has been terminated under paragraph 2.

5. If the result of the formal investigation is that all allegations or complaints are unsubstantiated, records pertaining to the investigation shall be expunged from the personnel file.

ARTICLE 21

PERMANENT PART-TIME UNION EMPLOYEES

1. Permanent Part-Time Employee Definition: Employees who fill the following positions and are scheduled to work twenty (20) hours or more per week and/or less than thirty seven and one-half (37.5) hours or more per pay period:

- A. Parking Enforcement – Part-Time
- B. Library Assistant – Part-Time
- C. Principal Clerk – Part-Time

2. Wages: Hourly rate as expressed in Appendix B, Classification Plan and Wage Table.

3. Re-Classification: For purposes of any re-classification request by the Union, all Permanent Part-Time positions shall be subject to the reclassification process articulated in this CBA.

4. Sick Time: Sick time day will equal the number of daily hours worked based on the five-day average of weekly hours scheduled in a standard work week. Accrual of sick leave will be in accordance with Article 5, Section 1 of the CBA. Employee will also be subject to Sick Leave provisions stated in Article 5, Section 5 and Section 6. Employee will not be entitled to be compensated for unused sick leave at the time of separation. In the event that available sick leave is exhausted by the employee, Article 11, Section 6 shall apply.

5. Vacation Time: Vacation time day will equal the number of daily hours worked based on the five-day average of weekly hours scheduled in a standard work week. Accrual of vacation time and other conditions associated with vacation time will be in accordance with Article 8, Section 1, Section 2 and Section 3.

6. Compensation Time. Employee is not eligible for compensation time.

7. Discipline, Discharge and Settlement of Disputes: Employee is subject to discipline and discharge in accordance with those provisions listed in Article 12 and Article 13.
8. Holidays: Holiday pay shall equal the number of daily hours worked based on the five-day average of weekly hours scheduled in a standard work week. Provisions of Article 4, Section 1, Section 2, and Section 4 will apply.
9. Health Insurance Coverage: Employees must pay 50% of the City's full monthly premium cost for its standard coverage as stated in Article 11, Section 2. With the exception of Article 11, Section 2.B, all provisions of Article 11 are applicable to this position. Employee shall be required to enroll in the City Wellness program as stated in Appendix C.
10. Flexible Benefits Plan: Employees enrolled in the city's health insurance plan shall receive 50% of the amount stated in Article 11, Section 2.B.
11. Health Reimbursement Account (HRA): Employees enrolled in the city's health insurance plan shall receive 50% of the applicable coverage amount for HRA.
12. Health Insurance Opt-Out Incentive program: Employees electing not to receive city health insurance coverage, and meeting all applicable conditions, shall receive 50% of the applicable Opt-Out incentive program amount.
13. Leaves of Absence: Employees shall be compensated at the applicable rate for all provisions associated with Article 9.
14. Exclusionary Provisions: All wages, stipends and employee benefits with a monetary value that are not specifically referenced in this Article shall not apply to Permanent Part-Time Employees. Unless otherwise stated or referenced in this Article, all non-monetary articles shall apply.

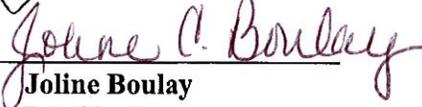
The parties hereto have set their hands at Lewiston, Maine this 21st day of October 2015.

CITY OF LEWISTON

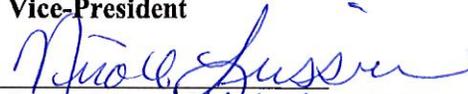
MSEA

By: 
Edward Barrett
City Administrator

By: 
Frank E. Porter III
Chief Negotiator

By: 
Joline Boulay
President

By: 
Beth Witas
Vice-President

By: 
~~Susan Wiers~~ Nicole Lussier
Secretary Secretary

By: 
Connie McCowan *CONSTANCE J. McCowan*
Negotiating Team Member

APPENDIX A

GENERAL BARGAINING UNIT

Appendix A consists of the job descriptions for the various jobs covered by this Collective Bargaining Agreement. It is not reproduced as a part of the Collective Bargaining Agreement, but is incorporated herein by reference. However, two (2) sets of all existing job descriptions shall be sent to the Union. In the event that the Employer changes a job description, it shall forward two (2) sets of the revision to the Union and one (1) to the affected Employee (ALL JOB DESCRIPTIONS ARE NOW AVAILABLE ON THE CITY SERVER – S DRIVE)

APPENDIX B-1

CLASSIFICATION PLAN

<u>Class Grade</u>	<u>Position</u>
G - 7	None
G - 8	Parking Enforcement/Process Server Parking Enforcement Officer (retroactive 7/1/15)
G - 9	Senior Parking Attendant
G - 10	Library Assistant Principal Clerk
G - 11	Sr. Data Entry Clerk (retroactive 7/1/15)
G - 12	Account Clerk/Storekeeper Senior Account Clerk II Senior Parking Attendant/Supervisor Senior Principal Clerk Storekeeper / Dispatcher Billing / Accounting Clerk Customer Service Specialist – Assessing Department (year one) Customer Service Specialist – Finance Department (year one)
G - 13	Collection Officer Assistant City Clerk Senior Account Clerk II Senior Principal Clerk Customer Service Specialist – Assessing Department (year one anniversary date) Customer Service Specialist – Finance Department (year one anniversary date)
G - 14	Administrative Assistant (Library Department) Administrative Assistant (Social Services Department) Animal Control Officer
G - 15	Administrative Assistant (Code Enforcement – retroactive 7/1/15) Senior Principal Clerk II (retroactive 7/1/15)
G - 16	Court Officer Library Technician

Records/Communications Coordinator

G – 17	Caseworker
G – 18, 19	None
G – 20	Staff Accountants Deed and Recording Specialist
G – 21	Library Technician II
G-22	None
G-23	None
G-24	None
G-25	Deputy Director/Caseworker (retroactive 7/1/15) Code Enforcement Officer/Sanitarian (step changes and reclass retroactive 7/1/15—Tom Maynard – Step 8+yrs; Sue Reny & Jeff Baril – Entry

APPENDIX B-2

	0.015			Effective 7/1/2013			1.5% inc.			
Grade	Entry	2+yrs	5+yrs	8+yrs	12+yrs	15+yrs	18+yrs	21+yrs	24+yrs	28+yrs
G - 7	12.08	12.44	12.82	13.21	13.59	14.01	14.42	14.86	15.31	15.76
G - 8	12.48	12.82	13.21	13.59	14.01	14.42	14.86	15.31	15.76	16.22
G - 9	12.82	13.21	13.59	14.01	14.42	14.86	15.31	15.76	16.22	16.71
G -10	13.21	13.59	14.01	14.42	14.86	15.31	15.76	16.22	16.72	17.22
G -11	13.59	14.01	14.42	14.86	15.31	15.76	16.22	16.72	17.21	17.73
G -12	14.01	14.42	14.86	15.31	15.76	16.22	16.72	17.21	17.73	18.26
G -13	14.42	14.86	15.31	15.76	16.22	16.72	17.21	17.73	18.26	18.82
G -14	14.86	15.31	15.76	16.22	16.72	17.21	17.73	18.26	18.82	19.39
G -15	15.31	15.76	16.22	16.72	17.21	17.73	18.26	18.82	19.39	19.97
G -16	15.76	16.22	16.72	17.21	17.73	18.26	18.82	19.39	19.97	20.56
G -17	16.22	16.72	17.21	17.73	18.26	18.82	19.39	19.97	20.56	21.18
G -18	16.72	17.21	17.73	18.26	18.82	19.39	19.97	20.56	21.18	21.81
G -19	17.21	17.73	18.26	18.82	19.39	19.97	20.56	21.18	21.81	22.47
G -20	17.73	18.26	18.82	19.39	19.97	20.56	21.18	21.81	22.47	23.14
G -21	17.73	19.43	20.78	21.96	23.03	24.16	25.17	26.3	27.09	27.89

	0.015			Effective 1/1/2015			1.5% inc.			
Grade	Entry	2+yrs	5+yrs	8+yrs	12+yrs	15+yrs	18+yrs	21+yrs	24+yrs	28+yrs
G - 7	12.26	12.63	13.01	13.41	13.79	14.22	14.64	15.08	15.54	16.00
G - 8	12.67	13.01	13.41	13.79	14.22	14.64	15.08	15.54	16.00	16.46
G - 9	13.01	13.41	13.79	14.22	14.64	15.08	15.54	16.00	16.46	16.96
G -10	13.41	13.79	14.22	14.64	15.08	15.54	16.00	16.46	16.97	17.48
G -11	13.79	14.22	14.64	15.08	15.54	16.00	16.46	16.97	17.47	18.00
G -12	14.22	14.64	15.08	15.54	16.00	16.46	16.97	17.47	18.00	18.53
G -13	14.64	15.08	15.54	16.00	16.46	16.97	17.47	18.00	18.53	19.10
G -14	15.08	15.54	16.00	16.46	16.97	17.47	18.00	18.53	19.10	19.68
G -15	15.54	16.00	16.46	16.97	17.47	18.00	18.53	19.10	19.68	20.27
G -16	16.00	16.46	16.97	17.47	18.00	18.53	19.10	19.68	20.27	20.87
G -17	16.46	16.97	17.47	18.00	18.53	19.10	19.68	20.27	20.87	21.50
G -18	16.97	17.47	18.00	18.53	19.10	19.68	20.27	20.87	21.50	22.14
G -19	17.47	18.00	18.53	19.10	19.68	20.27	20.87	21.50	22.14	22.81
G -20	18.00	18.53	19.10	19.68	20.27	20.87	21.50	22.14	22.81	23.49
G -21	18.00	19.72	21.09	22.29	23.38	24.52	25.55	26.69	27.50	28.31

	1	2	3	4	5	6	7	8	9	10
	0.015			Effective 7/1/2015			1.5% inc.			
Grade	Entry	2+yrs	5+yrs	8+yrs	12+yrs	15+yrs	18+yrs	21+yrs	24+yrs	28+yrs
G - 7	12.45	12.82	13.21	13.61	14.00	14.43	14.86	15.31	15.77	16.24
G - 8	12.86	13.21	13.61	14.00	14.43	14.86	15.31	15.77	16.24	16.71
G - 9	13.21	13.61	14.00	14.43	14.86	15.31	15.77	16.24	16.71	17.22
G -10	13.61	14.00	14.43	14.86	15.31	15.77	16.24	16.71	17.23	17.74
G -11	14.00	14.43	14.86	15.31	15.77	16.24	16.71	17.23	17.73	18.27
G -12	14.43	14.86	15.31	15.77	16.24	16.71	17.23	17.73	18.27	18.81
G -13	14.86	15.31	15.77	16.24	16.71	17.23	17.73	18.27	18.81	19.39
G -14	15.31	15.77	16.24	16.71	17.23	17.73	18.27	18.81	19.39	19.98
G -15	15.77	16.24	16.71	17.23	17.73	18.27	18.81	19.39	19.98	20.57
G -16	16.24	16.71	17.23	17.73	18.27	18.81	19.39	19.98	20.57	21.18
G -17	16.71	17.23	17.73	18.27	18.81	19.39	19.98	20.57	21.18	21.82
G -18	17.23	17.73	18.27	18.81	19.39	19.98	20.57	21.18	21.82	22.47
G -19	17.73	18.27	18.81	19.39	19.98	20.57	21.18	21.82	22.47	23.15
G -20	18.27	18.81	19.39	19.98	20.57	21.18	21.82	22.47	23.15	23.84
OLD G - 21 (DELETE)	17.73	19.43	20.78	21.96	23.03	24.16	25.17	26.30	27.09	27.89
NEW G21(4% ADJ-- (G21- G20)/G20	19.00	19.56	20.16	20.78	21.40	22.03	22.69	23.37	24.08	24.79
G-22	19.76	20.35	20.97	21.61	22.25	22.91	23.60	24.30	25.04	25.78
G-23	20.55	21.16	21.81	22.47	23.14	23.83	24.54	25.27	26.04	26.82
G-24	21.37	22.01	22.68	23.37	24.07	24.78	25.53	26.29	27.08	27.89
G-25	22.22	22.89	23.59	24.30	25.03	25.77	26.55	27.34	28.16	29.00

Grade	0.020			Effective 7/1/2016			2.0% inc.			
	Entry	2+yrs	5+yrs	8+yrs	12+yrs	15+yrs	18+yrs	21+yrs	24+yrs	28+yrs
G - 7	12.69	13.07	13.47	13.88	14.28	14.72	15.15	15.62	16.09	16.56
G - 8	13.11	13.47	13.88	14.28	14.72	15.15	15.62	16.09	16.56	17.04
G - 9	13.47	13.88	14.28	14.72	15.15	15.62	16.09	16.56	17.04	17.56
G -10	13.88	14.28	14.72	15.15	15.62	16.09	16.56	17.04	17.57	18.10
G -11	14.28	14.72	15.15	15.62	16.09	16.56	17.04	17.57	18.08	18.63
G -12	14.72	15.15	15.62	16.09	16.56	17.04	17.57	18.08	18.63	19.19
G -13	15.15	15.62	16.09	16.56	17.04	17.57	18.08	18.63	19.19	19.78
G -14	15.62	16.09	16.56	17.04	17.57	18.08	18.63	19.19	19.78	20.38
G -15	16.09	16.56	17.04	17.57	18.08	18.63	19.19	19.78	20.38	20.99
G -16	16.56	17.04	17.57	18.08	18.63	19.19	19.78	20.38	20.99	21.61
G -17	17.04	17.57	18.08	18.63	19.19	19.78	20.38	20.99	21.61	22.26
G -18	17.57	18.08	18.63	19.19	19.78	20.38	20.99	21.61	22.26	22.92
G -19	18.08	18.63	19.19	19.78	20.38	20.99	21.61	22.26	22.92	23.61
G -20	18.63	19.19	19.78	20.38	20.99	21.61	22.26	22.92	23.61	24.32
G -21	19.38	19.96	20.57	21.19	21.82	22.47	23.15	23.84	24.56	25.29
G -22	20.15	20.75	21.39	22.04	22.70	23.37	24.07	24.79	25.54	26.30
G -23	20.96	21.58	22.25	22.92	23.61	24.30	25.04	25.78	26.56	27.35
G -24	21.80	22.45	23.14	23.84	24.55	25.27	26.04	26.81	27.62	28.45
G -25	22.67	23.35	24.06	24.79	25.53	26.29	27.08	27.88	28.73	29.58

Approximately 3% between steps and grades 7 and 20 – 4% for grades and 3% for steps in grades 21 through 25

Placement on the appropriate seniority step shall occur on January 1, 2002 based on Date of Hire. Thereafter, matriculation to the next seniority step shall occur on the Employee’s anniversary date. If promoted to a higher Class Grade resulting in a lower seniority step after applying the 5% promotional increase stated in Article 7, Sec. 1., the Employee shall receive a yearly step increase on his/her anniversary date until returned to the applicable seniority step. Conversely, should a promotion result in a higher seniority step, the Employee shall remain in such higher step until possessing the required number of years to matriculation to the next higher step.

MSEA Sidebar Agreement 5/25/06

1. Effective 7/1/06, Tom Maynard will be placed into a Grade 21 position at Step 4 with an hourly rate of \$19.50 per hour; Kim Austin will be placed into a Grade 21 position at Step 5 with an hourly rate of \$20.45 per hour.
2. Effective 7/1/07, Tom Maynard will be placed on Step 5 with 12 years of experience as of said date, or \$20.45 per hour; Kim Austin will be placed at Step 6 with 15 years of experience as of said date, or \$21.45 per hour. The stated hourly rates may be increased as a result of contract negotiations with a COLA adjustment only.
3. As soon as practically possible after the execution of the Sidebar Agreement, a one-time \$3,500 payment shall be made to Tom Maynard and Kim Austin.

APPENDIX C

City of Lewiston Wellness and Health Care Management Program

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

I. Health Risk Analysis and Educators

With the exception of Category 1 (or filing applicable spouse waiver if authorized by this collective bargaining agreement), Section II, Category 2, 3, and 4 of this Wellness program will only be in effect upon the first HCE appointment listed in sub-section G(i) below. Upon signing this collective bargaining agreement, Category 1 requirements will remain in effect. Not completing any part of the Category 1 requirements will result in the non-issuance of all Wellness health insurance premium reward reductions outlined in Category 1 through 4 of this Wellness program (if applicable, all waiver requirements outlined in Item D of this Appendix shall be in effect).

- 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 (currently Central Maine Medical Center) that will be under contract with the City to provide these services. The aggregate results of the analysis for all City Employees will be available to the City. However, consistent with federal law, the City will not have access to an individual's health risk analysis.
- B. The contracted health care provider will assign a Health Care Educator (HCE) to work with each and every Employee and applicable spouse (herein referred to as "participant") that elect to participate in this health insurance benefit offered by the City. As a condition of enrollment into the City health insurance program, the participant must schedule an annual meeting with the HCE and fully participate in the program.
- C. The City has introduced this program as a way to reward healthier lifestyles through a series of Category rewards which can reduce the Employees health insurance payment premium stated in Article 11 of this collective bargaining agreement by as much as 10% (5% each for married couples) if the Participant achieves all program requirements (**applicable exceptions noted in Section I, Item G and in Section II, Item D**)
- D. Working with the four Categories specified in Item III.B of this section, the HCE will strive to establish a health plan strategy for each individual Participant. Once established, the HCE will work with the Participant to provide wellness goals and benchmarks. Educational material and motivation will be a core part of the program.
- E. After the HCE consultation, each Participant may receive at least one additional face to face meeting annually. Each Participant must schedule their annual HCE appointment using the

city-provided online calendar software or, if no computer is available, the Participant must call or email the Human Resources office, no later than March 31st of each year.

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

- Employee or spouse fail to schedule their appointment between January 1st and March 31st of each year.
- Employee or spouse fails to appear for a scheduled appointment (only significant matters of a serious and personal nature will serve as cause for a waiver to be issued by the City Administrator or Deputy City Administrator).
- Appointments cancelled by the HCE will be rescheduled by the HCE within 14 days of the cancellation and shall not result in any penalty to the Employee or spouse on the condition that the Employee and/or spouse meets with the HCE before the end of the coverage year (Exception: if there are less than 14 days remaining in the coverage year at the time of the HCE cancellation, the participant must meet with the HCE no later than February 28th of the following coverage year) .
- Unless management disputes an Employee's claim that a cancellation or "no show" was job related, job related duties that result in Employee cancellations or "no shows" shall require the HCE to reschedule the appointment within 14 days of the cancellation and shall not result in any penalty to the Employee on the condition that the Employee meets with the HCE before the end of the coverage year (Exception: if there are less than 14 days remaining in the coverage year at the time of the HCE cancellation, the participant must meet with the HCE no later than February 28th of the following coverage year).
- Employees and spouses without access to a computer must ensure that they call or email Human Resources early enough so that staff may assist in scheduling the appointment for the Employee or spouse no later than March 31st.

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 may be scheduled. Should a face-to-face HCE consultation not be practical (e.g., working out-of-state, serious illness, etc.), participants must contact Administration to approve any phone or other acceptable alternatives.

G. Qualifying Periods:

Fully achieving all program rewards for Section II, Category 4 of this program will require the Participant to meet the minimum requirement language of Category 4 within the Qualifying Period which shall be as follows:

- i. Upon the signing of this (and any other applicable years) collective bargaining agreement, the first "Qualifying Period" shall begin on January 1st of the first full health insurance coverage year and shall end at the time of the participant's next HCE appointment in the following health insurance coverage year.
- ii. All subsequent "Qualifying Periods" shall begin on the next day following the participant's HCE appointment outlined in Item i above and end in the following coverage year at the time of the next HCE appointment.
- iii. In order to receive full or partial Category 4 percentage rewards, the participant(s) must meet the minimum conditions articulated in Section II, Category 4 of this

program no later than the first Qualifying Period defined in Item i of this Section. Meeting the minimum conditions will then be required within all future “Qualifying Period” (as defined in Item ii of this Section) thereafter in order to receive the full or partial Category 4 percentage reward.

II. Individual Health Care Management Requirements and Savings

All Employees who receive city health insurance must pay the Employee’s share of health insurance as specified in Article 11, Section 11 of this collective bargaining agreement. Though this Wellness program is voluntary, the Employee Health Insurance Payment can be reduced by as much as an additional 10% (5% for each Employee and spouse if applicable) if enrolled Employees and/or applicable spouses (participants) achieve with all Category program elements listed in this section.

The specifics on how participants can achieve savings through the four categorical program requirements are as follows:

CAT	CATEGORY REQUIREMENTS FOR EMPLOYEE AND APPLICABLE SPOUSE	Single & Employee w/Child Reward Premium Savings	Employee & Spouse (family coverage) Reward Premium Savings each	COMMENTS
1	Annual HCE appointment or providing spouse waiver (if approved in this CBA); evidence of participation in HCE/Provider (doctor) risk assessment plan; providing HCE with written proof of annual Provider physical for coverage year	3.50%	1.75%	Failure to comply with any part of this Category item will result in the NON-ISSUANCE OF ALL FOUR CATEGORY REWARDS (SEE ITEM D BELOW FOR CATEGORY WAIVER ELIGIBILITY)
2	Exercise program approved by HCE (may be reviewed by the participant's Provider)	1.75%	0.875%	(SEE ITEM D BELOW FOR CATEGORY WAIVER ELIGIBILITY)
3	Non-tobacco product use. Also prohibits the smoking, inhaling, vaporizing ("vaping") or consumption of nicotine-based products through so called "e-cigarette", "vapor" or similar non-tobacco nicotine delivery devices that utilize non-prescribed nicotine that can be ingested or delivered in any way into the body this is not part of a provider approved and supervised tobacco or nicotine cessation program. Written proof must be submitted to the HCE that Participant has enrolled into a Provider approved and medically supervised tobacco or nicotine cessation program.	1.75%	0.875%	(SEE ITEM D BELOW FOR CATEGORY WAIVER ELIGIBILITY)

- **Ratio equal to/greater than 63% - not in compliance= not eligible for savings**

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



Women:

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

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

3. WAIST MEASUREMENT

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

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

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

Men and Women:

- Equal or less than stated maximum: full 5% savings**
- More than stated maximum: not eligible for savings**

D. CATEGORY 1 - 4 WAIVERS

1. Waivers for all four Categories may be approved on the condition that the participant's Medical Provider (doctor) has provided a written statement that confirms that the participant has a medical reason that he/she achieve any one of the Categories listed.
2. Not achieving any of the Category rewards may be achieved after the annual meeting with the HCE but will require HCE verification. Participants may not schedule HCE verification appointments. HCE verification appointments must be scheduled through Human Resources and shall only be scheduled within the available appointment dates/times for the applicable calendar year.

APPENDIX D

APPENDIX D
MSEA POSITIONS -
CLASSIFICATION POINTS SYSTEM

NAME	GRADE	STEP	SALARY	ITEM	FACTOR 1 JOB REQUIREMENTS AND DIFFICULTY OF WORK	FACTOR 2-a RESPONSIBILITY FOR MAKING CHOICES AND DECISIONS; CONSEQUENCES OF ERROR	FACTOR 2-b RESPONSIBILITY (B) NATURE OF INSTRUCTIONS, GUIDELINES AND REQUIRED JUDGMENT; EXTENT OF SUPERVISORY CONTROL AND REVIEW	FACTOR 3 PERSONAL RELATIONSHIPS	FACTOR 4 PHYSICAL EFFORT AND WORK ENVIRONMENT	TOTAL
				1						
				2						
				3						
				4						
				5						
				6						
				7						
				8						
				9						
				10						
				11						
				12						
				13						
				14						
				15						
				TOTAL						

FACTOR 1. JOB REQUIREMENTS AND DIFFICULTY OF WORK

Nature of required knowledge, skill and ability	Amount, complexity of technical or specialized knowledges	Complexity and diversity of work SCORING (select one score only from A,B,C)			TOTAL	A The works consists of simple, repetitive, routinized tasks, processes or operations	B The works consists of moderately complex, relatively standardized tasks, processes or operations	C The work consists of complex, varied, non-standardized tasks, processes or operations
		A	B	C				
1 Knowledge of prescribed procedures and routines; simple office skills and abilities; ability to follow specific instructions and guidelines; as necessary, ability to operate one or more simple office machines or laboratory equipment.	A None or limited (see NOTE below)					40	60	
	B moderate (see NOTE below)					80	120	
2 Understanding of and ability to make practical application of customary practices, rules, regulations, procedures or techniques that are directly relevant to the assigned tasks.	A None or limited (see NOTE below)					80	100	130
	B (see NOTE below)					140	150	160
	C High (see NOTE below)					180	200	240
3 Comprehensive of and ability to make practical application of theories, principles, precedents or generalized techniques relevant to the assigned tasks.	B Moderate (see NOTE below)						200	220
	C High (see NOTE below)						240	280

NOTE: Definition of degrees of Amount, Complexity of Technical or Specialized Knowledge

- a. None or limited Requires limited or no application of technical or specialized subject-matter knowledge or of a body of simple technical or specialized knowledge (e.g., vocabulary only)
- b. Moderate Requires application of a moderately complex body of technical or specialized subject-matter knowledge
- c. High Requires application of a substantial, relatively complex body of technical or specialized subject-matter knowledge

FACTOR II. RESPONSIBILITY - (A) - RESPONSIBILITY FOR MAKING CHOICES AND DECISIONS; CONSEQUENCES OF ERROR

Opportunity to make choices Unusual consequence of error	SCORING TOTAL	D Has limited or no opportunity to make choices in carrying out routine or recurring assignments or tasks	E Makes choices and takes actions in performing a variety of relatively standardized assignments or tasks	F Makes choices and decisions and acts on varied nonstandardized, nonroutine assignments or tasks
4 Errors in decision or work are either readily detected and corrected through supervisory review or by other means, or are tolerable whenever and wherever discovered because, in any case, the chief consequence is localized and limited loss of time, minor inconvenience to a member of the public, minor discomfort to patients or comparable minor adverse effect.		20	60	100
5 Errors in decisions or work are not immediately apparent through supervisory review, but are revealed through adverse effects on subsequent operations. Errors usually result in loss of time in other organizational units, substantial inconvenience to the public or substantial discomfort to patients, embarrassment to the employing organization, or comparable significant adverse effects.		60	100	140
6 Errors in decisions or work not subjected to supervisory review or other kinds of checking, usually result in delays, waste of materials, damage to equipment, etc., that are of substantial magnitude		100	140	180

NOTE: For ease of presentation and application, the rating scales for Factor II are in the form of two charts that are designated (a) and (b). Each position is rated on both charts and the sum of the two scores is the weighted point score for Factor II.

FACTOR II. RESPONSIBILITY (B) NATURE OF INSTRUCTIONS, GUIDELINES AND REQUIRED JUDGMENT; EXTENT OF SUPERVISORY CONTROL AND REVIEW

Nature of instructions, guidelines and required judgement Extent of supervisory participation in and control over the work	SCORING TOTAL	J Direct and detailed or no judgment	K Standardized practices, procedures or general work instructions. Work requires some analysis and judgment or selection of applicable methods and procedures	L Work covered by general policies, procedures and precedents; or, must take the initiative in planning and layout of work requiring analysis, adaptive thinking and considerable judgment
7 Close (before, during, after) consists of ** provision of detailed instructions before work is started ** direct observation, checking and verification of work in process ** close and complete review of work upon completion		20	60	100
8 In process; consists of: ** verification of the quality and accuracy of critical phases of the work while in process ** review of the work upon conclusion		60	100	140
9 On conclusion; consists of: ** review of completed work ** provision of prior instructions concerning new or unusual tasks ** may involve only occasional spot-checks of work in process for compliance with procedural requirements		100	140	180

NOTE: For ease of presentation and application, the rating scales for Factor II are in the form of two matrices that are designated 2-a and 2-b. Each position is rated on both charts and the sum of the two scores represent the weighted point score for Factor II.

FACTOR III. PERSONAL RELATIONSHIPS

Nature of persons contacted in person or by phone Purpose and nature of required contacts	SCORING TOTAL	P and with associates in the same organizational unit	Q Contacts extend primarily to persons employed in other units of the same agency	R Frequent contacts with persons employed by other agencies or with the public
10 Cooperative work relationships incidental to purpose of work, e.g., giving and receiving factual information about work (SEE NOTE BELOW)		15	30	45
11 Person-to-person work relationships with explanation or interpretation of what is required in order to render service, carry out policies and maintain coordination			45	60
12 Person-to-person work relationships where nonroutine, cooperative problem solving is involved, or where gaining concurrence or cooperation is required through discussion and persuasion			60	75

NOTE: Personal contacts are not used in evaluating this factor above the P-10 level if the contacts occur only infrequently or irregularly, or are not an essential aspect of the main purpose and nature of the position, or for other reasons are only incidental to the duties of the position

FACTOR IV. PHYSICAL EFFORT AND WORK ENVIRONMENT

Work Environment Physical Demands	SCORING TOTAL	S Standard office or clean laboratory environment, i.e., adequate lighting, heating, ventilation, etc.	T Regular and recurring exposure to dust, grease and soiling of clothing and skin surfaces; and or exposure to excessive noise and vibration; or outside work involving normal weather changes but not frequent exposure to extreme weather conditions	U Prolonged or frequent exposure to noxious gas or fumes; and/or work under extreme outdoor weather conditions
13 Normally seated; or seated, standing or walking at will. Requires no more than normal physical abilities such as visual or hearing acuity, color perception or muscular strength or stamina		5	10	15
14 Normally standing or walking; or lifting of light objects; or requires greater than normal visual or hearing acuity, above normal color perception, etc.		10	15	20
15 Normally bending, lifting or climbing; or seated continuously in a restricted position; or frequent lifting of heavy objects; or otherwise requiring an unusually great degree of physical strength, stamina or endurance of discomfort		15	20	25

APPENDIX E

MEMORANDUM OF AGREEMENT

Between MSEA-SEIU Local 1989 and the City of Lewiston

The City of Lewiston, and the Maine State Employees Association, SEIU Local 1989, hereby agrees as follows:

1. Definitions:
 - a. “Maine State Employees Association, SEIU, Local 1989,” or “MSEA” refers to the Maine State Employees Association, its employees, officers and agents, acting in their capacity as certified bargaining agent for certain employees of the State pursuant to 26 M.R.S.A., §979-A(1).
 - b. “The City” refers to the statutory public employer of all employees covered by the agreement between MSEA-SEIU Local 1989 and the City of Lewiston.
2. The agreement shall be binding and enforceable on the city and the MSEA.
3. The parties understand that this Agreement shall not be construed as precedent setting in any way.
4. The Union and Employer agree that the city will make available the Maine Municipal Employees Health Trust Dual Option Comprehensive Plan or a comparable plan providing substantially equal or better coverage’s and deductibles (single, two-person, or family plans) to eligible employees.
5. This agreement is in effect during the terms of the FY 2012 –2013 Contract between the parties.

Seen and Agreed to by:

Frank E. Porter III
Chief Negotiator

Phil Nadeau
Chief Negotiator

APPENDIX F

MEMORANDUM OF AGREEMENT

The City of Lewiston, and the Maine State Employees Association, SEIU Local 1989, hereby agrees as follows:

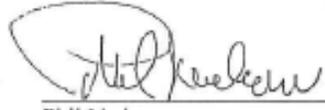
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 - a. "Maine State Employees Association, SEIU, Local 1989," or "MSEA" refers to the Maine State Employees Association, its employees, officers and agents, acting in their capacity as certified bargaining agent for certain employees of the State pursuant to 26 M.R.S.A., §979-A(1).
 - b. "The City" refers to the statutory public employer of all employees covered by the agreement between MSEA-SEIU Local 1989 and the City of Lewiston.
 - c. The agreement shall be binding and enforceable on the city and the MSEA
2. The City of Lewiston and MSEA, hereby agree to incorporate the following changes into the collective bargaining agreement, whenever the agreement is reprinted. However, the changes are effective immediately
3. The City agrees to compensate MSEA-SEIU Local 1989 Dispatchers a premium hourly rate (Double time) for work performed on Sunday's pursuant to Article 4 section 3 of the Collective Bargaining Agreement.

Seen and Agreed to by:


Frank E. Porter III
Field Director 1/30/12


Edward Barrett
City Administrator 2/9/12


Jerene C. Boulay
Local #5 President 1/30/12


Phil Nadeau
Chief Negotiator 2/9/12

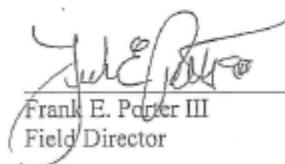
APPENDIX G

MEMORANDUM OF AGREEMENT

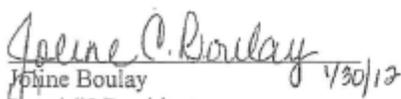
The City of Lewiston, and the Maine State Employees Association, SEIU Local 1989, hereby agrees as follows:

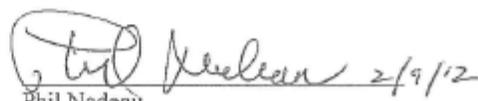
1. Definitions:
 - a. "Maine State Employees Association, SEIU, Local 1989," or "MSEA" refers to the Maine State Employees Association, its employees, officers and agents, acting in their capacity as certified bargaining agent for certain employees of the State pursuant to 26 M.R.S.A., §979-A(1).
 - b. "The City" refers to the statutory public employer of all employees covered by the agreement between MSEA-SEIU Local 1989 and the City of Lewiston.
 - c. The agreement shall be binding and enforceable on the city and the MSEA
2. The City of Lewiston and MSEA, hereby agree to incorporate the following changes into the collective bargaining agreement, whenever the agreement is reprinted. However, the changes are effective immediately
3. The City agrees to compensate MSEA-SEIU Local 1989 Dispatchers 8 hours of compensatory time per year pursuant to Article 4 section 2 of the Collective Bargaining Agreement.

Seen and Agreed to by:

 1/30/12
Frank E. Porter III
Field Director

 2/9/12
Edward Barrett
City Administrator

 1/30/12
Joëlle Boulay
Local #5 President

 2/9/12
Phil Nadeau
Chief Negotiator

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