

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF LEWISTON

AND

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

[AFSCME COUNCIL #93] LOCAL 1458 - 00

ON BEHALF OF

LEWISTON PUBLIC WORKS UNIT

July 1, 2014 TO June 30, 2017

PHILOSOPHY STATEMENT

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

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

GUIDING PRINCIPLES

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

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

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

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

GENERAL DECLARATION

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

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

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

ARTICLE 1

MANAGEMENT RIGHTS

Section 1. Exempt Employees

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

Account Clerk	Maintenance Garage Supt.
Arborist/Team Manager	Office Manager
Asst. Business Manager	P.W. Admin. Assistant
Asst. Director	PC Tech / Sr. Principal Clerk
Asst. Water & Sewer Supt.	Principal Clerk
Billing Manager	Project Engineer
Billing/Account Clerk	Public Works Technician
Building Maintenance Supt.	Quality / Specialty Team Manager
Business Manager	Receptionist / Account Clerk
CAD Designer	Safety & Loss Time Coordinator
City Engineer	Senior Account Clerk
Construction Inspector	Senior Draftsperson / CADD
CSO & Water System Coordinator	Senior Linesperson

Director	Senior Principal Clerk
District Team Manager	Solid Waste & Recycling Coor.
Electrical Superintendent	Solid Waste Management Supt.
Engineering Aide	Storekeeper
Engineering Technician I/II/III	Storekeeper/Dispatcher
Equipment Mechanic Foreman	Temporary Employees
Equipment Mechanic Leadperson	Traffic Supervisor
Highway Superintendent	Water & Sewer Foreman
Inventory Manager	Water & Sewer Operations Manager
Laboratory Manager	Water & Sewer Superintendent
Laboratory Technician	Water Quality Manager
Local Area Network Administrator	

Section 2. Management Rights

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

ARTICLE 2

UNION ADMINISTRATION

Section 1. Union Membership

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

Section 2. Non-Union Membership

Membership in the Union is not compulsory. However, those Employees who choose not to join the Union shall be required to pay a representational fee to the union. The Union will determine the amount of the fee and the employer will deduct the fee from the pay of non-members. This fee will be in compliance with all State and Federal laws.

Unit Chair or Chief Steward should have at least a half hour with any new hire to discuss the Union's role.

Section 3. Check – Off

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

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

Section 4. Other AFSCME Deductions

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

Section 5. Discrimination

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

Section 6. Indemnification

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

ARTICLE 3 HOURS OF WORK

Section 1. Regular Hours

The regular hours of work each day shall be consecutive.

Section 2. Work Week & Shift Differential

The work week shall consist of five (5) eight (8) hour days, Monday through Friday inclusive (except for currently existing deviations – janitors and winter night patrol). In some instances, the work week may be altered on a seasonal or temporary basis. Such changes may only occur if agreed upon by the Employees involved and the Employer. Written sign-offs shall be obtained from both the Employees and appropriate Union representatives. The sign-offs will clearly indicate the nature of the change including projected starting and ending periods (e.g. number of weeks). Effective upon signing a shift differential pay of thirty cents (\$0.30) per hour will be paid for the second shift mechanics. Effective upon signing a shift

differential pay of \$0.45 will increase to \$.55/hour will be paid to Employees whose shift is temporarily changed to address seasonal, temporary or emergency work requirements. Ten (10) hour daytime shifts are excluded from the shift differential.

Section 3. Work Shift

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

Section 4. Rest Periods

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

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

ARTICLE 4

OVERTIME

Section 1. Rate of Pay

An Employee shall be paid at time and one-half (1 ½) of his regular hourly rate for all hours worked before and after his regular work shift no pyramiding of overtime.

Section 2. Compensatory Time-Off

An Employee who works overtime may elect to be compensated with compensatory time-off in lieu of overtime pay. Compensatory time-off shall be calculated at one and one-half (1 ½) times the hourly rate for the period of overtime worked (or double time, as the case may be) and be scheduled as any other vacation time. The maximum accumulation of compensatory time-off shall be limited to one hundred hours which shall be increased to one hundred and Twenty (120) hours (effective upon signing date). Once yearly, Employees shall be allowed to cash-in accumulated compensatory time. Effective July 2015, on July 1st of each year, compensation time shall be issued once a year as follows: 'A' Team Employees shall increase from twelve [12] to Sixteen (16) hours; 'B' Team members shall increase from four [4] to Sixteen (16) hours. Additionally, employees of the Water/Sewer Department shall receive eight (8) hours for utility breaks. Such hours shall be used as any other accumulated compensatory time.

Section 3. Double Time

Double time shall be paid for all work on Sunday or the seventh (7th) day in any work week, whichever is appropriate and unless other arrangements are mutually agreed upon.

Section 4. Overtime Work

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

Section 5. Consecutive Hours

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

Section 6. Compulsory Overtime

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

Section 7. Overtime Policy

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

Section 8. Posting

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

Section 9. Administration

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

Section 10. Meal Allowance

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

ARTICLE 5

MISCELLANEOUS PAID TIME

Section 1. End-of-Shift Activities

All Employees will be permitted a minimum fifteen (15) minute period prior to the end of each regular work shift to conduct end-of-shift activities which may include but are

not limited to necessary equipment maintenance, tool return, paperwork and personal clean-up. Work schedules and overtime shifts shall be arranged so Employees may take advantage of this provision and the Employer shall make the required facilities available.

Section 2. Call Time

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

Section 3. Stand-by Duty

Employees who are required to be on stand-by shall be compensated for said duty. Stand-by duty is defined as an Employee being required to carry a receiving device and to remain within receiving range for the purpose of responding to calls for service. Employees shall be on stand-by duty on a weekly basis. This section shall only apply to the following areas: Pump station/hydro operations, street lighting, water and sewer. This section shall in no way be interpreted as circumventing the Employee's mandatory overtime responsibilities incorporated in Article 4, Section 3 of this Agreement. Employees shall be paid for each respective week of required stand-by duty as follows: \$180.00. Effective upon signing Employees shall be paid for each respective week of required stand-by duty as follows \$200.00

ARTICLE 6

HOLIDAYS RECOGNIZED AND OBSERVED

Section 1.

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

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

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

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

Section 2. Eligibility Requirements

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

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

Section 3. Holiday Pay

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

Section 4. Holiday Work

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

Section 5. Holiday Hours for Overtime Purposes

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

ARTICLE 7 SICK LEAVE

Section 1. Eligibility

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

Section 2. Allowance

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

accumulation. Any Employee who receives Workers' Compensation benefits from another Employer shall not accrue sick leave during the time which the Employee receives another Employer's Workers' Compensation benefits.

Section 3. Pay Upon Retirement

Upon separation after 25 years of service, an Employee shall receive an amount equal to his salary at the time of retirement for one-half (1/2) the number of days of unused sick leave not to exceed seventy (70) days. For the purpose of this section, sick leave shall accumulate to only one hundred one hundred and forty (140) sick leave days.

The amount of payment for all unused sick leave is to be calculated at the Employee's rate of pay in effect on the pay day immediately preceding the Employee's separation.

Section 4. Administration

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

Section 5. Sick Leave Incentive

As an incentive to conserve sick leave, the Employer agrees to reimburse Employees with one (1) vacation day (straight-time pay) or one day's pay at straight time, for each four (4)-month period in which no sick leave is used. Employees meeting this criterion may submit their written request to the Department's Business Office for said reimbursement no later than thirty (30) days after becoming eligible. Absence of such written request shall disallow the Employee from receiving the incentive for any given four (4)-month period. (It is understood that sick leave used in conjunction with receiving Workers' Compensation benefits shall not be considered sick leave solely for the purpose of receiving the sick leave incentive.) Use of vacation day(s) shall be in accordance with Article 10 of this Agreement. In its discretion, the Employer may reserve payment to a week in which the Employee earned no overtime. It is understood that the Employee is responsible to track sick leave usage; however, the Employer will post, monthly, sick leave usage.

Section 6. Retirement Health Savings

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

Section 7. Family Sick Leave

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

ARTICLE 8 PAID LEAVE

Section 1. Bereavement Leave

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

In the event of death of other family members (step-parents, brother, sister, step-brother, step-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, great-grandparents(effective upon signing), grandchildren) the Employee may be allowed to receive his/her regular rate of pay for the scheduled hours missed up to four (4)(effective upon signing) working days for attending the funeral and/or handling the necessary arrangements. The amount may be extended, if requested, to the Department Head to five (5) days.

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

Section 2. Jury Duty

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

Section 3. Civic Duty

An Employee required to appear before a court or other public body on any matter not related to his work and in which he is not personally involved, as a Plaintiff or Defendant, shall be paid his regular wages for each day of service. The Employee shall reimburse the City the per diem rate upon receiving his/her Civic Duty compensation check.

Section 4. Driver's License Hearings

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

ARTICLE 9

SENIORITY

Section 1. Seniority List

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

Section 2. Promotions/Layoffs

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

1. Promotion, and
2. Increase in forces

The following factors shall be considered in the order listed:

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

Section 3. Vacancies

A vacancy, if the Employer elects to fill it, shall be filled from the ranks of qualified permanent Employees, if any; if none, then from the ranks of qualified probationary Employees, if any. If the Director determines that there are no qualified Employees in such categories, he may, in his discretion, fill the vacancy from outside. A vacancy which is to be filled shall be posted on the bulletin boards in the Public Works buildings for a period of five (5) work days before the position is allocated to anyone. During this period, Employees who wish to apply for the position may do so.

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

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

Section 4. Union Officers

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

Section 5. Employee Definitions

Employees shall be separated into the following categories:

- a) **TEMPORARY EMPLOYEES:** A temporary Employee is one hired for a brief or limited time. Said time period shall not exceed six (6) consecutive months. No temporary Employee shall be hired for the purpose of terminating the employment of any permanent Employee. A temporary Employee who remains in the employ of the Employer for more than six (6) months shall become a permanent Employee, subject to the Maine Labor Relations Act.
- **Discuss the use of Temporary employees**
- b) **PROBATIONARY EMPLOYEES:** A probationary Employee is one hired to fill a permanent position within the table of organization of the Employer. His probationary period shall be six (6) months, which shall be used to evaluate the Employee and determine whether the Employer will keep him as a permanent Employee. Time of employment as a temporary Employee shall be credited to the probationary period.
- c) **PERMANENT EMPLOYEES:** A permanent Employee is one who has completed his probationary period and fills a position on the Employer's table of organization.

Section 6. Bumping Rights

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

An Employee must notify the City of his intention to exercise his bumping rights within five (5) working days of the City's notice. The Employee who is bumped shall enjoy similar bumping rights but must notify the City within three (3) working days of this intention to exercise his bumping rights. An Employee who displaces another Employee will

have three (3) working days during which to demonstrate his ability to satisfactorily perform the work. Failure on the part of the Employee to demonstrate his ability to satisfactorily perform the work required in the job he has bumped into will result in his having one (1) opportunity to bump into a lower classification, provided he can do the work in such lower classification. The determination as to whether the Employee has satisfactorily performed the job shall be the judgment of the Director of Public Works. Such judgment shall not be made capriciously or arbitrarily.

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

Section 7. Notice of Lay-off

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

ARTICLE 10

VACATIONS

Section 1. Accrual

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

For Employees hired on or before December 31, 2001:

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

For Employees hired on or after January 1, 2002:

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

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

The maximum vacation accumulation shall be forty [40] days [or 320 hours]. All eligible vacation time up through the second pay period in February of each year shall be processed through payroll no later than February 28th of each year. Employees with thirty-five [35] days of unused accumulated vacation time shall contribute six [6] days to a Retirement Health Savings [RHS] Plan. Payments to the RHS Plan shall be made in July of the same year as it is withdrawn from the Employees' vacation balances.

Section 2. Requests

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

Section 3. Seniority

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

ARTICLE 11

DISCIPLINE AND DISCHARGE

Section 1. Discipline

Prior to any disciplinary action or measures, management will provide both the Employee and Union Representatives time to review the disciplinary action prior to the meeting in which the disciplinary action will be issued. Those disciplinary action or measures shall include only the following:

- a) Oral Reprimand – presented to the Employee in writing, with two (2) Union representatives present.
- b) Written Reprimand – presented to the Employee in writing with two (2) Union representatives present.
- c) Suspension – presented to the Employee in writing with three (3) Union representatives present.
- d) Discharge

Disciplinary action may be imposed upon an Employee only for failing to fulfill his/her responsibilities as an Employee. Any disciplinary action or measure imposed upon an Employee may be processed as a grievance through the regular grievance procedure. Once

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

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

Section 2. Discharge

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

Section 3. Grievances

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

Section 4. Restoration

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

Section 5. Personnel File

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

providing the Employee has not received another reprimand (oral or written), or suspension within said three (3)-year period.

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

ARTICLE 12

SETTLEMENT OF DISPUTES

Section 1. Grievance and Arbitration Procedure

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

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

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

Step 3. If the grievance still remains unadjusted, it shall be presented by the Union Steward, Union Representative or Grievance Committee to the City Administrator in writing within ten (10) working days after the response of the Department Head is due. The City Administrator or his designee shall meet with the Union Steward or Grievance Committee, with or without the aggrieved Employee within ten (10) working days after receipt of the appeal from Step 2, and shall make every reasonable effort to settle the grievance and give the Union his answer in writing within ten (10) working days after said meeting.

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

Section 2. State Statute

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

Section 3. Retroactivity

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

Section 4. Overtime Grievances

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

Section 5. Promotion Grievances

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

ARTICLE 13

UNION ACTIVITIES

Section 1. Union Business

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

Section 2. Union Meetings / Sessions

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

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

- a) One (1) day per calendar quarter for a meeting of the Council 93 Executive Board, limited to persons who may be serving as members of such Board.

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

In addition, the Employer agrees that Union Representatives, not more than four (4) in number, shall be allowed at times mutually agreed upon between the representative(s) and the Public Works Director or in his/her absence, his/her designee and without loss of pay if such time should fall during hours normally scheduled as work time, to:

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

In those instances where the union representative(s) and /or employee have requested a meeting with their union representative for a disciplinary action is going to be issued or where there is a strong and compelling evidence that the possibility for personal injury may occur, the following shall be required;

a) The union representative(s) must immediately give notice to their supervisor or department head (or designee) that a request for representation has been made in compliance with this section: and

b) The employee who is requesting union representation has made this request on the condition that it meets the requirements of this Section and that prior to requesting union representation, the employee has given notice to his/her supervisor, department head (and if no one is available, administration) that he/she has requested union representation and prior to requesting union representation.

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

Section 3. Access

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

Section 4. Union Spaces

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

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

ARTICLE 14

WORK RULES

Section 1. Existing Rules

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

Section 2. Amendments

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

Section 3. Compliance

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

Section 4. Work Rule Grievances

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

Section 5. Application/Interpretation

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

Section 6. Enforcement

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

ARTICLE 15

GERNERAL PROVISIONS

Section 1. Pledge Against Discrimination and Coercion

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

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

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

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

Section 2. Delegation of Authority

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Employer, or in any way abridging or reducing such authority. This Agreement shall be construed as requiring the Employer to follow its provisions in the exercise of the authority conferred upon the Employer by law.

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

Section 3. Subcontracting

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

Section 4. Training

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

As Employees gain knowledge through self-improvement courses, their value increases. It is with this premise in mind that both the Employer and the Union agree Employees should be compensated for this increased value with incentives in the form of training incentives. Training incentives will normally be paid at the beginning of each fiscal year. The training incentives are to pay for the following year, therefore, if an employee leaves the City for other employment before the year ends, his/her last pay check will be adjusted to prorate the training incentive such that the City is paying only that portion of the time it received benefit of the employee's knowledge and talent. A list of the training incentives offered to eligible Employees will be jointly prepared, maintained and updated by the Employer and the Union. A \$100 per year training incentive is established for the Solid Waste Weigh Station Attendant to provide scale house operations training and for no more than five (5) employees who do not have within their job description the operation of the Solid Waste Scale House but receive training, are qualified and will be available to work in the Scale House to fill in during vacancies as needed (vacations, sickness, etc).

Section 5. Pro-Ration

The training incentives are to pay for the following year, therefore, if an employee leaves the City for other employment before the year ends, his/her last pay check will be adjusted to prorate the training incentive such that the City is paying only that portion of the time it received benefit of the employee's knowledge and talent. A list of the training incentives offered to eligible Employees will be jointly prepared, maintained and updated by the Employer and the Union. A \$100 per year training incentive is established for the Solid Waste Weigh Station Attendant to provide scale house operations training and for no more than five (5) employees who do not have within their job description the operation of the Solid Waste Scale House but receive training, are qualified and will be available to work in the Scale House to fill in during vacancies as needed (vacations, sickness, etc).

Section 5. Retirement

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

Section 6. Termination of Employee Status

- a) Absence from employment for any reason for a period in excess of three hundred sixty-five (365) calendar days, increased by thirty (30) days for every year of service to a maximum of four hundred fifty-five (455) calendar days shall cause a termination of employment, unless the Employer shall extend such period.
- b) In the event of two (2) or more absences from employment, within a forty-two (42) month period, due to the same illness or injury are interrupted by a return to work, said period of absences shall be accumulated in computing the Employee’s absence from employment for which Employee status may be terminated pursuant to this section.

Section 7. Labor-Management Committee

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

Section 8. Safety Committee

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

Section 9. General Personnel Policy

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

Section 10. Doctor's Visits/Injuries

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

Section 11. Substance Abuse Policy

The policy will be in compliance with state and federal statutes and the Department of Human Services and Labor drug testing regulations. The Substance Abuse Policy is hereby incorporated by reference. Amendments to the policy shall be completed in accordance with applicable federal and state statutes. Other amendments shall be mutually agreed upon.

Section 12. Indemnification

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

Section 13. Workfare

The Employer shall not utilize workfare participants to replace regular Public Works Department Employees. (Reference Appendix G - Workfare and Volunteer Duties Side Agreement 1/6/10)

ARTICLE 16

UNIFORMS, PROTECTIVE CLOTHING AND TOOLS, OPS TEAM & TRAINERS

Section 1. Uniforms

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

Section 2. Raingear

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

Section 3. Work Related Footwear / Clothing

Employees who are required to have protective footwear will be given an annual cash allowance for the purchase of said footwear. The Employee shall have thirty (30) days from the receipt of the cash allowance to submit proof of purchase. Purchased footwear must meet or exceed prescribed OSHA guidelines. Any remaining monies between the allowance and the purchase price of the footwear may be used for the purchase or work-related clothing selected from an annually published list of approved items. The cash allowance shall be as follows: \$160.00, effective with the FY16 payment, \$180.00

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

Section 4. Coveralls

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

Section 5. Tool Allowance

Each Equipment Mechanic, Equipment Serviceperson, Painter and Welder shall be provided with a [five hundred dollar [\$500.00], effective 7/1/08] six hundred dollar \$600.00 (effective with the FY16 stipend payment) tool allowance each fiscal year to purchase new and replacement tools required to perform their job duties. The Employer reserves the right to provide the amount in the form of a cash allowance or reimbursement to the Employee upon proof of purchase. In all cases, the Employer shall determine whether a purchase was justified and should be reimbursed.

Section 6. Special Operations Team

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

on the scene during the event. The City shall establish a seniority based rotation list for assignments under this section (effective upon signing of contract).

Section 7. Trainers

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

CPR/First Aid Trainers (two (2) Employees)	\$250.00
Commercial Driver License Trainer (one (1) Employee)	250.00
Equipment Trainers – Highway (two (2) Employees)	300.00
Equipment Trainer – Water & Sewer (one (1) Employee)	200.00
Mechanic Trainer – Municipal Garage (one (1) Employee)	200.00
Respirator Trainer (one (1) employee)	250.00
Solid Waste Scale House Operations Trainer (one (1) employee)	100.00

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

Section 8. Commercial Drivers License (CDL) Renewal

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

Section 9. The employer shall pay a thirty dollar (\$30) per month cell phone stipend to all Pump Station Operators (effective upon signing of contract).

ARTICLE 17

INSURANCES

Section 1. Health Insurance

Effective January 1, 2016, The Employer shall make available the Maine Municipal Employees Health Trust Preferred Provider Organization (PPO) 500 or comparable plan providing substantially similar coverage's and deductibles (single, two-person, or family plan) to eligible Employees. Employees will be eligible for this insurance on the first (1st) day of the month following the month they begin work for the City. Employees will pay a portion of the annual premium for the PPO 500 (single, two-person or family plan Employee

contributions for the PPO 500 plan will be in accordance to the schedule outlined in Appendix C.

Employees wishing to participate in the MMEHT Point of Service (POS) Plan may do so by paying the difference in premiums between the PPO and the Point Of Service Plan. The Employer reserves the right to convert said coverage to another carrier or other coverage, which provides substantially equal or better coverage. When considering the equal or better coverage the parties must include the Health Reimbursement Account in the comparison.

Section 2. Leave of Absence

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

Section 3. Dental Insurance

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

Section 4. Flexible Benefits Plan

A flexible benefits plan shall be made available to the Employees as allowed under Section 125 of the Internal Revenue Code. Participation shall be regulated in accordance to the plan document. In addition, effective July 1, 2005, the City will contribute \$200 in the Medical Reimbursement Account for Employees who are participating in the Wellness Program.

Section 5. Health Reimbursement Arrangement

For the employees in the MMEHT PPO 500 health insurance plan, the City of Lewiston shall contribute funds annually to the employee's Health Reimbursement Arrangement in accordance with the following schedule: \$1000 for the Single plan, \$2000 for the Family and \$2000 for the Employee/Spouse plan effective January 1, 2016.

Section 6. Wellness and Health Care Management System Program

See Appendix C.

Section 7. Employee Maximum Health Insurance Premium Payment

A. Effective January 1, 2016, all employees shall contribute no more than the Maximum Health Insurance Premium (MxHIP) payment of twenty-five percent (25%) for Employees hired before 9/1/07 and thirty percent (30%) for Employees hired after 9/1/07 for their share of the monthly premium costs for the MMEHT PPO 500 coverage in accordance with the weekly caps reflected in Table 1 below.

B. After January 1, 2007, the Employee health insurance premium cap schedule in Table 1 shall be increased by 10% each year. Premium payments between 15% and 25% shall be determined by the employee and (if applicable) spouse's participation in the wellness program. For Employees hired on or after September 1, 2007, the premium payments between 20% and 30% shall be determined by the employee and (if applicable) spouse's participation in the wellness program.

Table 1. – Weekly Employee Health Insurance Premium Payment Caps

Employees hired before September 1, 2007			
	1/1/2015	1/1/2016	1/1/2017
%			
Minimum Rate – 15% MxHIP	\$90.63	\$99.69	\$109.66
Rate – 25%	\$147.18	\$161.90	\$178.09
Employees hired after September 1, 2007			
	1/1/2015	1/1/2016	1/1/2017
%			
Minimum Rate – 20% MxHIP	\$117.89	\$129.67	\$142.64
Rate – 30%	\$192.03	\$211.23	\$232.36

All employees enrolled in MMEHT PPO 500 coverage may voluntarily participate in the Wellness and Health Care Management Program (Appendix C) to reduce their MxHIP by up to 10% (for singles with Single or Employee with Child coverage) or up to 5% for each spouse (for Employee and Spouse/Family coverage).

Those Employee choosing, POS-C health insurance coverage must pay the difference between the applicable employer's payment share for MMEHT PPO 500 and the total premium for MMEHT POS C or similar coverage which may include any applicable Credits earned through the Wellness and Health Care Management Program outlined in Appendix C.

Section 8. Health Insurance Incentive

Effective January 1, 2016, 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.

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

ARTICLE 18

WAGES

Section 1. Pay Plan

Wages shall be based on a longevity step pay plan. The steps on the plan are based upon continuous years of service from appointment as a probationary Employee or permanent Employee in the event no probationary period was served. Probationary and temporary Employees are not eligible for step increases. The wages for the positions and class grades shall be as set forth in Appendix B.

Section 2. Promotions

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

Section 3. Temporary Employees

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

Section 4. Job Descriptions/Classifications

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

Section 5. Acting Pay

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

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

Section 6. Administration

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

ARTICLE 19

TERMINATION

This Agreement shall be effective as of the first pay period beginning July 1, 2014, unless otherwise noted within the provisions of this Agreement, and shall extend through the last pay period ending in June, 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the termination date that it desires to modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations, except that Employees shall not receive any salary increase during the course of negotiations.

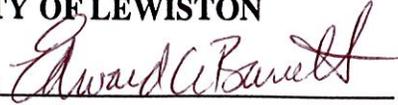
ARTICLE 20

SAVINGS CLAUSE

In the event that the language in any Article or Section of this Agreement should conflict with any State Statute, City Charter or City Ordinance as determined by a Court of Law, said Article and/or Section shall be deemed null and void. The remainder of this Agreement shall remain in full force and effect. The parties have the right to renegotiate any conflict within thirty (30) days after notification that any Article and /or Section has been deemed null and void.

The parties hereto have set their hands at Lewiston, Maine this 30 day of Nov, 2015_.

CITY OF LEWISTON

By: 
Edward Barrett
City Administrator

AFSCME, COUNCIL #93

By: 
Sylvia Hebert
Staff Representative

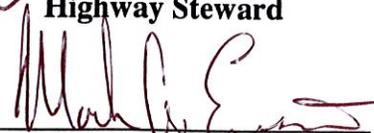
By: 
Robert Bolduc
Unit Chair

By: 
Alphonse Patenaude
Vice-Chair

By: 
Michael Bolduc
Secretary/Treasurer

By: 
Matt Pelletier
Chief Steward

By: 
James Norton
Highway Steward

By: 
Mark Eustis
Water Steward

APPENDIX A

CURRENT AND ONGOING UNTIL 6/30/13

CLASSIFICATION PLAN

<u>CLASS / GRADE</u>	<u>POSITION</u>
PW-1	CUSTODIAN METER MAINTENANCE WORKER
PW-2	EQUIPMENT SERVICER WEIGH STATION ATTENDANT PARKING COLLECTIONS AND MAINTENANCE SPECIALIST
PW-3	HIGHWAY WORKER SOLID WASTE WORKER PARKS WORKER WATER & SEWER WORKER BUILDING MAINTENANCE WORKER
PW-4	TRAFFIC WORKER HIGHWAY EQUIPMENT OPERATOR SOLID WASTE EQUIPMENT OPERATOR WATER & SEWER EQUIPMENT OPERATOR WATER & SEWER SERVICE PERSON WATER & SEWER METER PERSON WATER & SEWER METER READER LANDSCAPE / TREE WORKER PUMPING STATION WORKER – 1 STREET OPENING COORDINATOR -
PW-5	CARPENTER PUMP STATION WORKER -2
PW-6	WATER TREATMENT OPERATOR
PW-8	EQUIPMENT MECHANIC WELDER/MECHANIC
PW-9	SENIOR EQUIPMENT MECHANIC

APPENDIX B

See bonus payment information below*

July 1, 2013 – June 30, 2014 – 1.5%

Longevity Pay Raises at Anniversary Dates (Years)

Grade	STARTING PAY	2	5	8	10	12	15	18	21	25
PW-1	\$14.01	\$14.43	\$14.86	\$15.31	\$15.77	\$16.24	\$16.73	\$17.23	\$17.74	\$18.28
PW-2	\$14.43	\$14.86	\$15.31	\$15.77	\$16.24	\$16.73	\$17.23	\$17.74	\$18.28	\$18.83
PW-3	\$15.16	\$15.60	\$16.08	\$16.56	\$17.05	\$17.56	\$18.09	\$18.64	\$19.19	\$19.77
PW-4	\$15.92	\$16.39	\$16.88	\$17.38	\$17.90	\$18.44	\$19.00	\$19.57	\$20.15	\$20.76
PW-5	\$16.71	\$17.21	\$17.72	\$18.26	\$18.81	\$19.37	\$19.94	\$20.55	\$21.16	\$21.80
PW-6	\$17.54	\$18.07	\$18.62	\$19.17	\$19.74	\$20.33	\$20.95	\$21.58	\$22.23	\$22.89
PW-7	\$18.42	\$18.97	\$19.54	\$20.13	\$20.74	\$21.35	\$22.00	\$22.64	\$23.32	\$24.03
PW-8	\$19.35	\$19.92	\$20.52	\$21.13	\$21.77	\$22.42	\$23.10	\$23.79	\$24.49	\$25.23
PW-9	\$20.31	\$20.92	\$21.54	\$22.19	\$22.86	\$23.54	\$24.25	\$24.97	\$25.72	\$26.49

January 1, 2015 – June 30, 2015 (FY15) – 1.5%

Longevity Pay Raises at Anniversary Dates (Years)

Grade	STARTING PAY	2	5	8	10	12	15	18	21	25
PW-1	\$14.22	\$14.65	\$15.08	\$15.54	\$16.01	\$16.48	\$16.98	\$17.49	\$18.01	\$18.55
PW-2	\$14.65	\$15.08	\$15.54	\$16.01	\$16.48	\$16.98	\$17.49	\$18.01	\$18.55	\$19.11
PW-3	\$15.39	\$15.83	\$16.32	\$16.81	\$17.31	\$17.82	\$18.36	\$18.91	\$19.48	\$20.07
PW-4	\$16.15	\$16.64	\$17.13	\$17.64	\$18.17	\$18.72	\$19.29	\$19.86	\$20.45	\$21.07
PW-5	\$16.96	\$17.47	\$17.99	\$18.53	\$19.09	\$19.66	\$20.24	\$20.86	\$21.48	\$22.13
PW-6	\$17.80	\$18.34	\$18.89	\$19.46	\$20.04	\$20.64	\$21.26	\$21.90	\$22.56	\$23.23
PW-7	\$18.70	\$19.25	\$19.83	\$20.43	\$21.05	\$21.67	\$22.32	\$22.98	\$23.67	\$24.39
PW-8	\$19.64	\$20.22	\$20.83	\$21.45	\$22.10	\$22.76	\$23.45	\$24.15	\$24.86	\$25.61
PW-9	\$20.61	\$21.23	\$21.86	\$22.52	\$23.20	\$23.89	\$24.61	\$25.34	\$26.11	\$26.89

July 1, 2015 – June 30, 2016 (FY16) – 1.5%

Longevity Pay Raises at Anniversary Dates (Years)

Grade	STARTING PAY	2	5	8	10	12	15	18	21	25
PW-1	\$14.43	\$14.87	\$15.31	\$15.77	\$16.25	\$16.73	\$17.23	\$17.76	\$18.28	\$18.83
PW-2	\$14.87	\$15.31	\$15.77	\$16.25	\$16.73	\$17.23	\$17.76	\$18.28	\$18.83	\$19.40
PW-3	\$15.62	\$16.07	\$16.56	\$17.07	\$17.57	\$18.09	\$18.63	\$19.20	\$19.77	\$20.37
PW-4	\$16.40	\$16.89	\$17.39	\$17.90	\$18.45	\$19.00	\$19.58	\$20.16	\$20.76	\$21.38
PW-5	\$17.21	\$17.73	\$18.26	\$18.81	\$19.38	\$19.95	\$20.55	\$21.17	\$21.80	\$22.46
PW-6	\$18.07	\$18.61	\$19.18	\$19.75	\$20.34	\$20.94	\$21.58	\$22.23	\$22.90	\$23.58
PW-7	\$18.98	\$19.54	\$20.13	\$20.74	\$21.36	\$21.99	\$22.66	\$23.33	\$24.03	\$24.75
PW-8	\$19.93	\$20.53	\$21.14	\$21.77	\$22.43	\$23.10	\$23.80	\$24.51	\$25.23	\$26.00
PW-9	\$20.92	\$21.55	\$22.19	\$22.86	\$23.55	\$24.25	\$24.98	\$25.72	\$26.50	\$27.29

July 1, 2016 – June 30, 2017 – 2.0%
Longevity Pay Raises at Anniversary Dates (Years)

Grade	STARTING PAY	2	5	8	10	12	15	18	21	25
PW-1	\$14.72	\$15.17	\$15.61	\$16.08	\$16.57	\$17.07	\$17.58	\$18.11	\$18.64	\$19.21
PW-2	\$15.17	\$15.61	\$16.08	\$16.57	\$17.07	\$17.58	\$18.11	\$18.64	\$19.21	\$19.79
PW-3	\$15.93	\$16.39	\$16.89	\$17.41	\$17.92	\$18.45	\$19.01	\$19.58	\$20.17	\$20.78
PW-4	\$16.72	\$17.23	\$17.74	\$18.26	\$18.81	\$19.38	\$19.97	\$20.56	\$21.17	\$21.81
PW-5	\$17.56	\$18.09	\$18.62	\$19.19	\$19.76	\$20.35	\$20.96	\$21.60	\$22.24	\$22.91
PW-6	\$18.43	\$18.99	\$19.56	\$20.15	\$20.75	\$21.36	\$22.01	\$22.68	\$23.36	\$24.05
PW-7	\$19.36	\$19.93	\$20.53	\$21.15	\$21.79	\$22.43	\$23.11	\$23.80	\$24.51	\$25.25
PW-8	\$20.33	\$20.94	\$21.57	\$22.21	\$22.88	\$23.56	\$24.28	\$25.00	\$25.74	\$26.52
PW-9	\$21.34	\$21.98	\$22.63	\$23.32	\$24.02	\$24.73	\$25.48	\$26.24	\$27.03	\$27.84

***Bonus payment schedule-----**

A one-time bonus payment of \$100 will be paid to all bargaining unit members who are currently employed by the City of Lewiston, upon the signing of the agreement.

One time 3% seniority bonus for all Employees who have achieved their twenty-five (25) year step by January 1, 2015 to be paid as follows:

FY16 – 1.5% bonus effective upon signing of contract (actual issuance of payment will be subject to limitations of Munis system conversion).

FY17 – 1.5% bonus to be paid in first payroll check issued for first week in July 2016.

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 17 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 of this program will require the Participant to meet the minimum requirement language of Section II 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 percentage rewards, the participant(s) must meet the minimum conditions articulated in Section II, 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 **of any** Category 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 17, Section 7 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)

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



Men:

- **Ratio less or equal to 52%=applicable 2.5% or 5% savings**
- **Ratio equal to/greater than 53% but equal to/less than 62%=50% of savings**
- **Ratio equal to/greater than 63% - not in compliance= not eligible for savings**

Chart Source: Penn State University Hershey, Pro Wellness Center

http://prowellness.vmhost.psu.edu/prevention/understanding_risk/whtr

Calculator Source:

http://prowellness.vmhost.psu.edu/prevention/understanding_risk/whtr



Women:

- **Ratio less or equal to 48%= 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.vmhost.psu.edu/prevention/understanding_risk/whtr

Calculator Source:

http://prowellness.vmhost.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 & REAUTHORIZATIONS

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 achieves 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.
3. Participants are authorized to have their Medical Provider confirm any metric needed to obtain a Category reward that was not achieved by the participant. All updated medical metric information must be verified in writing by the Medical Provider and submitted to the HCE for verification.
4. The "City of Lewiston Health Care Educator Spouse Waiver Form," if approved and included in the Appendix of this collective bargaining agreement, may be used by the Employee's spouse in place of meeting with the HCE. A completed and signed form must be submitted to the HCE in accordance with the guidelines outlined in the form. Required Category 1 through 4 information must be verified by the HCE in order to receive any applicable Category reward.

APPENDIX D
OVERTIME POLICIES & SCALEHOUSE SIDE
AGREEMENT

Approved by Management and the Union May 17, 2002
Changed July 21, 2010
Changed May 2, 2011

City of Lewiston
Department of Public Works Overtime Policy

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

I. **DEFINITIONS**

1. **Scheduled Overtime:** This is overtime (O.T.) that is planned by 3:00 PM of the day the O.T. is to be worked. This will include weekend and holiday O.T. work that is planned by 3:00 PM of the previous workday. Examples of scheduled overtime include but are not limited to raising manholes or catch basins in preparation for paving, installing new water lines or doing a road rehabilitation that was planned before 3 PM of that work day or doing the same work on Saturday that was planned prior to 3 PM on Friday.
2. **Emergency Overtime:** This is overtime as described in Article 4, Section 4, Part a. of the Collective Bargaining Agreement between AFSCME Local 1458 and the City of Lewiston.
3. **Non—Scheduled Overtime:** Unforeseen overtime that arises during the course of the day (24 hr. period), such as but not limited to picking up roadkill or debris and placing barricades on hazards.
4. **Overtime List:** A list of employees who have indicated that they are available for overtime on a particular day by signing the list in effect for that day.
5. **Signing the List:** The act of writing your name and position (title) on the overtime list in effect for a particular day. Failure to complete or include all information on the list will remove an employee from consideration for overtime on the day that list is in effect.

6. Assignment: An employee who has been scheduled to a particular job or piece of equipment at “roll-call” and has been doing the work for the first four (4) or more hours of the work shift will constitute an assignment.

II. OVERTIME LISTS

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

III. PROCEDURES FOR HIGHWAY DIVISION OVERTIME

General:

1. Employees will be assigned work based on the classification of the work to be done and their ability to do the work, except for the situations described in this policy.
2. The assignment of overtime shall be as follows except for sweeping overtime and snow related overtime, such as snowplowing which are described separately.
3. Please note that for this procedure the operation of tractor-trailer trucks will be considered within the Equipment Operator classification or its equivalent in another Division.

Assignment of Overtime:

1. Employees who are assigned to the job or piece of equipment requiring overtime during that day’s regular work hours will be the first ones asked to work overtime based on qualifications and are not required to sign the overtime list.

2. If additional workers are needed, employees who sign the overtime list will be used.
 - a. Employees assigned to the District or Specialty Team where the overtime work is located, who signed the overtime list and are qualified to do the work within the needed classification.
 - b. If more than one qualified employee is available on the list and only one person is needed, then seniority will determine who works the overtime within the needed classification. If two or more employees have equal seniority and not all of them are needed then the employee(s) to be assigned shall be determined by a coin flip or lot.
 - c. Employees within the Division, who signed the overtime list and are qualified to do the work within the needed classification.
 - d. If no one is available on the overtime list within the appropriate job classification, then a person from a higher classification who signed the overtime list and is qualified to do the work may be selected. Example: If a driver is needed for a 3 CY dump truck and a Highway Worker is not available, then an Equipment Operator who signed the overtime list may be used.
 - e. If no one is available on the overtime list within the appropriate or higher classification, then someone who is qualified in a lower classification and has signed the overtime list may be selected. Example: If a Class A driver's license is required and no one from the Equipment Operator classification is available on the overtime list, then a Highway Worker who has a Class A license and signed the overtime list may be used.
3. If additional workers are needed, the supervisor may ask other employees within the Division who did not sign the list to work based on classification and ability to do the work.
4. If additional workers are needed, employees within the Department who signed the overtime list in another Division who are qualified to do the work. Example: If the Highway Division needed an equipment operator and none was available within Highway, then an equipment operator who signed the overtime list for Water & Sewer may be used.
5. If additional workers are needed, then employees within the Department who did not sign the list may volunteer for the work. The employee must do so in writing and must notify the supervisor of the OT work prior to 2:45 PM of the day the work is scheduled or by 2:45 PM on Friday for Saturday, Sunday or Monday Holiday work.
6. If additional workers are needed, then the supervisor may ask temporary employees, such as summer help, short term fill-ins, etc., who are qualified and have signed the overtime list.

7. If additional workers are needed, then the supervisor may ask other employees within the Department who did not sign the list to work based on classification and ability to do the work.
8. If no one is available to do the O.T. work, then the supervisor will require the employee with the least amount of seniority within the appropriate classification to do the work
9. Finally, the supervisor may select a management employee who is qualified to do the work. Note that this will probably occur only during an extreme emergency.

Assignment of Scheduled Snowplowing Overtime:

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

Assignment of Emergency Snowplowing Overtime:

1. Refer to the Winter Operations Policy.

Assignment of Scheduled Snow Removal Overtime:

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

Assignment of Scheduled Sweeping Overtime:

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

will be assigned by following the procedures listed under “Assignment of Overtime” in this Section

Assignment of Non-Scheduled Overtime:

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

IV. PROCEDURES FOR WATER & SEWER DIVISION OVERTIME:

General:

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

Assignment of Scheduled Overtime:

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

Assignment of Emergency and Non-Scheduled Overtime:

1. The standby person will be called in.
2. If additional employees are needed, the standby person will call in his/her crew.

3. If additional employees are needed, then personnel who signed the overtime list and meet the qualifications will be called in. Please follow steps 2b. thru 2e. of the “Assignment of Overtime” portion of the “Procedures for Highway Division Overtime”.
4. If additional employees are needed, please follow steps 3, 4, 5, 6, 7, 8 & 9 in that order of the “Assignment of Overtime” portion of the “Procedures for Highway Division Overtime”.

V. PROCEDURES FOR BUILDING MAINTENANCE DIVISION OVERTIME

Maintenance Work:

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

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

Custodial Work:

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

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

VI. PROCEDURES FOR SOLID WASTE MANAGEMENT DIVISION OVERTIME

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

Definitions:

1. Scheduled Overtime - Overtime that is planned by 7:00 AM of the workday that overtime is to be worked, planned maintenance or operational work in the landfill.
2. Non-scheduled or Emergency Overtime - Unforeseen overtime that arises after 7:00 AM of the day of the overtime, such as snow plowing at the Solid Waste Facility or Shredder Mill breakdowns.
3. Overtime List - A list of employees who have indicated they are available after 7:00 AM of the day of the overtime. Management shall maintain the overtime list. Employees can ask to have their names added or deleted at any time. Management shall refer to this list when making overtime assignments.

4. Saturday Operational Overtime - Overtime hours worked during regular Saturday hours for the Solid Waste Facility (8:00 AM -12 Noon).
5. Weekday Overtime - All overtime hours worked on a Monday through Friday.
Saturday Operational Overtime:

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

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

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

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

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

Weekday Overtime:

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

1. A record will be kept of the weekday overtime hours worked by each employee.

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

Emergency Overtime:

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

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

VII. PROCEDURES FOR MUNICIPAL GARAGE OVERTIME

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

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

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

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

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

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

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

Example: “Heating System” assignment list, to provide Boiler Operator coverage for regular working hours and O.T. work. This is a monthly rotation list to provide licensed State of

Maine Low Pressure Boiler Operator coverage for heating systems at City Hall and P.W. buildings.

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

Saturday Scale house Coverage Department of Public Works

Scale house – A schedule for Saturday Scale house Overtime will be published annually at the Solid Waste Facility (SWF) for all qualified Solid Waste Facility employees. If the SWF employee assigned Scale house overtime cannot work, the employee will attempt to find a replacement from within the SWF Division. When there are insufficient SWF employees to work the Superintendent will be notified, the Superintendent will verify and the monthly rotational list for scale house coverage posted at Highway will be enacted.

The annual sign-up sheet and monthly rotational list will be managed by the Solid Waste Facility Superintendent or his/her designee.

APPENDIX E

HEALTH EDUCATOR SPOUSE WAIVER FORM

1 | Page - City of Lew. Health Care Educator Waiver

City of Lewiston Health Care Educator Spouse Waiver Form

10.23.15

SECTION 1. – CITY OF LEWISTON HEALTH RISK APPRAISAL **THIS SECTION TO BE COMPLETED BY EMPLOYEE'S SPOUSE**

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

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

This HRA covers several topics:

- Age, gender and education
- Personal history of certain health conditions
- Health behaviors, such as eating, physical activity and smoking
- Emotional and physical well-being
- Height, weight and blood pressure
- Total and HDL cholesterol, and glucose or A1C (if known)

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

Please return your completed HRA in a sealed envelope, ALONG SECTION 2-MEDICAL RELEASE FORM, attention: Human Resources Office, c/o Heather Small, Dingley Building, 36 Oak St., Lewiston, ME 04240. Please indicate if you would like to receive a printed copy of your Personal Health ScoreCard. It suggests things that you can do on your own or discuss with your personal physician.

Your next steps to good health are up to you!

My Health Conditions and Medications * *Important Information*. Check No or Yes to each question.

Has a doctor or other medical provider ever told you that you have any of these health conditions?

	No	Yes		No	Yes
High Blood Pressure*	<input type="checkbox"/>	<input type="checkbox"/>	High Cholesterol*	<input type="checkbox"/>	<input type="checkbox"/>
I take blood pressure medicine	<input type="checkbox"/>	<input type="checkbox"/>	I take medicine for cholesterol	<input type="checkbox"/>	<input type="checkbox"/>
Diabetes*	<input type="checkbox"/>	<input type="checkbox"/>	Atrial Fibrillation*	<input type="checkbox"/>	<input type="checkbox"/>
I take Diabetes medicine	<input type="checkbox"/>	<input type="checkbox"/>	Chronic Lung Disease*	<input type="checkbox"/>	<input type="checkbox"/>
Coronary Heart Disease* (Heart attack, angina)	<input type="checkbox"/>	<input type="checkbox"/>	Asthma*	<input type="checkbox"/>	<input type="checkbox"/>
Cerebral Vascular Accident*	<input type="checkbox"/>	<input type="checkbox"/>	Depression*	<input type="checkbox"/>	<input type="checkbox"/>
Peripheral Artery Disease* (Poor blood flow)	<input type="checkbox"/>	<input type="checkbox"/>	I take medicine for depression	<input type="checkbox"/>	<input type="checkbox"/>
Heart Failure*	<input type="checkbox"/>	<input type="checkbox"/>	Cancer*	<input type="checkbox"/>	<input type="checkbox"/>
Chronic Kidney Failure*	<input type="checkbox"/>	<input type="checkbox"/>	(not simple skin cancer)		
			I take aspirin every day*	<input type="checkbox"/>	<input type="checkbox"/>

My Tobacco Risk Factors

Check the line that best describes your tobacco smoking history:

I have smoked within the past month and I am thinking of stopping.

PLEASE REMEMBER TO FORWARD BOTH THE HEALTH RISK APPRAISAL AND THE MEDICAL RELEASE FORM TO THE HEALTH CARE EDUCATOR. CONTACT INFORMATION IS LISTED ON THE MEDICAL RELEASE FORM

- I have smoked within the past month and I am not thinking of stopping.
- I quit smoking within the past year.
- I quit smoking more than a year ago.
- I have never smoked tobacco.

Check the line that best describes your tobacco chewing history:

- I have chewed within the past month and I am thinking of stopping.
- I have chewed within the past month and I am not thinking of stopping.
- I quit chewing within the past year.
- I quit chewing more than a year ago.
- I have never chewed tobacco.

Are you exposed to second-hand smoke? Yes No

My Lifestyle Risk Factors

I exercise moderately (such as brisk walking) for at least 30 minutes this many days per week:
0 1 2 3 4 5 6 7

On most days I eat this number of half-cup servings of fruit:
0 1 2 3 4 5 6 7 or more

On most days I eat this number of half-cup servings of vegetables:
0 1 2 3 4 5 6 7 or more

My Physical and Mental Well-Being- Optional

I feel very stressed... Never Rarely Several times a month
 Several times a week Almost every day Unknown

I have felt sad or depressed for much of the past year. Yes No

I have felt depressed for the past 2 weeks. Yes No

I am so depressed it interferes with my daily routines. Yes No

I am thinking of harming myself. Yes No

My Physical Health Scorecard (PHS) & Follow Up

I would like to receive a copy of my PHS. Yes No

I would like to speak with the HCE. Yes No

Date

Signature

Printed Name

PLEASE REMEMBER TO FORWARD BOTH THE HEALTH RISK APPRAISAL AND THE MEDICAL RELEASE FORM TO THE HEALTH CARE EDUCATOR. CONTACT INFORMATION IS LISTED ON THE MEDICAL RELEASE FORM

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

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

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

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

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

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

Signature of patient

Date

Printed name of Patient

Patient date of birth

**PLEASE REMEMBER TO FORWARD BOTH THE HEALTH RISK APPRAISAL AND THE
MEDICAL RELEASE FORM TO THE HEALTH CARE EDUCATOR. CONTACT
INFORMATION IS LISTED ON THE MEDICAL RELEASE FORM**

SECTION 2. PART 2 – PROVIDER INFORMATION

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

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

Height of Patient _____ ft. _____ inches tall
Patient's weight: _____ pounds.
Patient's systolic blood pressure (top number): _____
Patient's diastolic blood pressure (bottom number): _____
Patient's waist measure: _____ in.
Patient's Body Mass Index (BMI) (If Available): _____

Doctor/Designee Signature

Date

Doctor/Designee Printed Name

DO NOT FAX THIS FORM TO THE LEWISTON HR OFFICE. Place both Section 1 and Section 2 of this form in a sealed envelope and handcarry or mail to (when mailing, please call and confirm receipt with the HR Department – call 513-3121, X3239):

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

PLEASE REMEMBER TO FORWARD BOTH THE HEALTH RISK APPRAISAL AND THE MEDICAL RELEASE FORM TO THE HEALTH CARE EDUCATOR. CONTACT INFORMATION IS LISTED ON THE MEDICAL RELEASE FORM

APPENDIX F

WINTER OPERATIONS POLICY

A. Personnel Availability

All Department personnel shall be available for overtime for Winter Operations and during other emergencies, as provided for in the Collective Bargaining Agreement.

B. Hours Worked

The Department limits the numbers of hours employees may work without getting rest, as addressed in the Collective Bargaining Agreement. Employees may work no more than sixteen (16) consecutive hours. If an employee has worked (16) consecutive hours and it appears that the work could be completed within a 1-2 hour time frame, an employee, if willing, may be allowed to work up to an eighteen (18) hour limit. Operations exceeding the (18th) hour will be conducted by B Team personnel (*see below under Team approach*).

C. Team Approach

Because of the need to provide employees with rest and the policy limiting the amount of time an employee may work without a six (6) hour break, the Department organizes the snow effort by forming two teams.

Winter Operations (Plowing, Salting and Sanding)

Two teams are established to perform winter operations (“A Team” and “B Team”). The “A team” is made up of mostly Highway Division personnel. Each individual on the Team is assigned a specific piece of equipment and route. The B Team is made up of individuals from the Highway, Solid Waste and Water & Sewer Divisions. Each individual on the B Team is assigned as a back-up for a specific piece of equipment and route. The individuals on the B Team are called upon to perform winter operations when their A Team counterparts are not available or when their A Team counterparts may exceed the sixteen (16) hour limits as explained above in section **B. Hours Worked** in this document.

If neither the A Team nor B Team individuals are available for a particular unit, individuals on the permanent volunteer list (see below) are called. Qualified salaried employees may be asked to sand/salt or plow in emergency situations, when no qualified AFSCME employees are available to operate a specific piece of equipment.

D. Personnel Assignments

Salt/Sanding and Plow units

A list of personnel/equipment assignments is developed in early fall for both salt/sanding and plow units. The list includes the specific piece of equipment (by number), the name of the primary (“A Team”) and the back-up (“B Team”) employees assigned to that unit, the class of license each employee has and the home phone number for each of the employees. Each employee is assigned a piece of equipment based upon their qualifications, capabilities and seniority. Equipment Operators are generally assigned to the graders and front-end loaders with plows and wings. The Department strives to keep the same individuals assigned to the same piece of equipment and the same routes each year to take advantage of their experience and knowledge of both the routes and the equipment.

Spare Plowing List

At the same time the A&B Teams lists are made, a list of spare snow fighting personnel is prepared. Spare snow fighting personnel include all personnel not assigned to the A or B Teams.

Permanent Volunteer List

Each year a permanent volunteer list is made up of employees not assigned to the A or B Teams. If employees assigned to the A or B teams for a particular piece of equipment are not available, this list is utilized in a rotational manner to fill the vacancy. Employees who wish to be on the Permanent Volunteer List may do so by notifying a Highway Division manager. The permanent volunteer list will be operated on a rotational basis starting with the most senior employee qualified to operate the specific piece of equipment.

APPENDIX G.

ACCEPTABLE WORKFARE AND VOLUNTEER DUTIES)

The following document is to assist in governing the daily assignment for the Workfare and the Volunteer programs. the list will be the boundaries of which individuals participating in each of these programs can be assigned and supervised during the course of the work day.

Please Note: No Power Equipment for Workfare and Volunteer Program Participants.

- Wash vehicles - no power washer
- Shovel snow
- Use spreader with sand/calcium to include training on how to handle calcium
- Litter pick up
- Wash windows
- Clean buildings, garages, sweeping, dusting (buildings to include bay areas, back garages located at the yard, athletic field support buildings) outside the shop and carpenter shop only but no inside work
- Move furniture for Public Services, Buildings Division
- Sweep sidewalk - push brooms only
- Painting of structures from ground level only
- Assist in pool maintenance, no chemicals
- Assist with Park maintenance, raking leaves, no power blower
- Assist with planting flowers (no island beds)
- Assist with pulling flowers (no island beds)
- Assist with weeding (no island beds)
- Assist with spreading and raking mulch (no island beds)
- Assist with tree planting last step of clean-up only (no island beds)
- Assist with placing sandwich boards and stake signs during snow removal, sweeping and voting (sidewalk side only)

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