

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF LEWISTON

AND

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL

EMPLOYEES

(AFSCME COUNCIL #93)

ON BEHALF OF

LEWISTON PROFESSIONAL TECHNICAL UNIT

LOCAL 3855

JULY 1, 2014 TO JUNE 30, 2017

PHILOSOPHY STATEMENT

Our goal is to better the City of Lewiston and Professional Technical Unit 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 Professional Technical 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 City of Lewiston until a consensus is reached.

Commitment to these principles will result in an overall improvement of the City of Lewiston 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 the 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 City, 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 this Agreement express the full and complete agreement of the parties. The parties to this 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 for the 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 Professional Technical Unit, except the following defined Employees:

Assistant to City Administrator	Director of Finance	
Assistant Fire Chief	Director of Planning and Code Enforcement	
Chief Assessor	Chief of Police	Director of Public
Works		
City Clerk	Executive Secretary	
Community Relations Coordinator	Fire Chief	
Manager – MIS		
Deputy Police Chief	Social Service Director	
Deputy PW Dir.		
Director – Library		
Deputy City Administrator		

The unit is comprised of professional, technical and administrative positions not previously assigned to other units. All future positions created, not specifically assignable to one of the existing units, shall be included in this unit, except for non-Union Employees, department heads and other Employees designated as second-in-charge.

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 Departments, its Employees and 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, except that the Employee may revoke his/her membership effective upon the expiration of this Agreement provided the Employee notifies the Employer and the Union in writing as least thirty (30) days and not more than sixty (60)

days prior to the expiration of this Agreement. Once withdrawn, the former member shall be subject to the fair share provision described below.

Section 2. Non-Union Membership

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

- A. Fair Share – The Employee may sign a payroll deduction form authorizing the deduction up to eighty-five percent (85%) of the regular weekly Union dues – the exact amount to be determined by AFSCME International, or
- B. Fee for Service – The Employee may elect to be represented by the Union on a fee-for-service basis, but only for those Employees who were not members as of June 30, 2004. The Union may charge such an Employee a reasonable fee (as determined by AFSCME – Council 93), for any requested services, including reasonable fees for Employee representative services, attorney’s fees and costs and expenses and arbitrator’s fees and expenses.

2.2 For an Employee hired after September 11, 2003, it shall be a condition of employment that he/she joins the Union or pays fair share dues.

Section 3. Check-Off

The Employer agrees to deduct the Union membership dues or the fair share 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.

Section 5. City Income Protection Plan

The City agrees to make available the City’s income protection to the members of this bargaining unit at no cost to the City.

Section 6. 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/her membership, non-membership, participation or non-participation in the Union or its activities.

Section 7. 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, except for interruptions for lunch periods.

Section 2. Work Week

- a. The work week shall consist of five (5) consecutive eight (8) hour days, Monday to Friday, inclusive, for Employees of the Public Works Departments and some Recreation Employees.
- b. The work week shall consist of five (5) consecutive seven and one-half (7 ½) hour days, Monday to Friday, inclusive, for all unit members other than those referred to above.
- c. The work shall consist of five (5) seven and one-half (7 ½) hour days, Monday to Saturday, inclusive, for Employees of the Public Library.
- d. The work week shall consist of any other established work week or work schedule which existed on September 11, 2003.

Within the context of this section, we are not attempting to define the work schedules of each and every individual Employee, therefore, there may be some variations within the schedules defined above.

The hours and work schedules in effect on September 11, 2003 shall not be changed without the Employer first notifying the Union at least thirty (30) calendar days prior to the intended implementation date. Upon request of the Union, the parties shall meet and negotiate as to the impact on affected Employees. No change in an Employee's work schedule shall be made for disciplinary purposes or for purposes of harassment.

Section 3. Work Week and Shift Differential

- A. In some instances, the work week may be altered on a seasonal or temporary basis. Such changes may only occur if agreed upon by the Employees involved and the Employer. Written sign-offs shall be obtained from both the Employees and appropriate Union representatives. The sign-offs will clearly indicate the nature of the change including projected starting and ending periods (e.g. number of weeks). A shift differential pay of \$ 0.50/hour will be paid to Employees whose shift is temporarily changed to address seasonal, temporary or emergency work requirements.
- B. Second Shift: \$0.45/hour for Equipment Mechanic Leadperson

Section 4. Work Shift Changes

Changes in 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 Department Head 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 department head or his/her designee shall be the sole judge in determining periods of emergency. In exercising his/her judgment, the department head or his/her designee shall not act arbitrarily or capriciously. An emergency is a condition, which adversely impacts 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 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 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 5. Rest Periods

All Employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. Rest periods shall be taken at times which are convenient and efficient to the current work assignment.

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/she starts to work on such next shift provided he/she works a minimum of two (2) hours or required to commence

work at a time other than his/her 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/her supervisor, and Employee entitled to two (2) such periods may combine them into a single thirty (30) minute period, at a convenient time during the four (4) hour period.

Section 6. Meal Periods

Meal periods in effect on September 11, 2003 shall remain in effect unless other arrangements are mutually agreed upon.

Section 7. Punch Clock

Effective upon the signing of contract, all Union Public Works Department positions shall make every reasonable effort to “punch in” or “punch out” using the punch clock system when reporting to Adams Street or the Operations Center during normal shift hours. In the event that these Union positions do not “punch in” or “punch out”, the Employee must submit a written time sheet to the payroll clerk or their supervisor by the next business day.

**ARTICLE 4
OVERTIME**

Section 1. Rate of Pay

An Employee shall be paid at time and one-half (1 ½) of his/her regular hourly rate for all hours worked before and after his/her regular work shift without duplication. For purposes of overtime, hours worked shall include vacation, sick and holidays. A listing of non-exempt Employees eligible for such overtime is found below:

NON EXEMPT	EXEMPT
Administrative Assistant (Econ Develop)	Adult Services Librarian
Administrative Assistant (Finance)	Chief Accountant
Administrative Assistant (PW)	Children’s Librarian
Administrative Assistant (Fire)	City Engineer
Administrative Support Manager(Police)	Community Development Program Coordinator
Appraiser	Deputy City Clerk
Arborist/Team Leader	D.Dir Pln & Code Enf./City Planner
Building Maintenance Supervisor	Director of Budget/Purchasing
Building Plumbing Inspector	Director of Public Buildings / ADA
Computer Operator Specialist	Economic Development Specialist
District Team Managers	Electrical Superintendent
Engineering Technician II	Fleet Operations Manager
Engineering Technician III	GIS Manager/Coordinator
Equipment Mechanic Lead Person	Grants Accountant
Finance Technician	Highway Operations Team Mgr.
Information Support Analyst	

Inventory Manager	Internal Auditor/Cost Accountant
Maintenance Technician	Investment Officer/Dep. Treasury Mgr
Personal Computer Coordinator	LAN/WAN Administrator
Property & Evidence Manager	Project Engineer
Recreation Program Coordinator	Recreation Superintendent
Safety & Loss Time Coordinator	Solid Waste Superintendent
SCADA Technician	System Engineer
Senior Personal Property Appraiser	Technical Services Librarian
Senior City Electrician	Treasury Manager/Tax Collector
Senior Lineperson	
Water Lab Technician	
Water & Sewer Supervisor	
Water & Sewer Operations Manager	

Section 2. Compensatory Time-Off (Non-Exempts Only)

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 seventy-five (75) hours, or fifty (50) hours of overtime worked.

Effective upon signing of contract, all non-exempt Employees may elect to cash out compensatory time each fiscal year and shall be required to provide a seven (7) day written notice so that it is received by the applicable payroll clerk no later than June 15th of each fiscal year.

Section 3. Overtime Work (Non-Exempts Only)

- 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, etc. 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 department head or his/her designee shall be the sole judge in determining periods of emergency. In exercising his/her judgment, the Department Head or his/her designee shall not act arbitrarily or capriciously.
- B. MODIFIED DUTY – The Department Head 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 4. Consecutive Hours

No Employee shall be required to continue to work after twenty (20) consecutive hours of work of any type, except during declared emergencies. An Employee who desires to discontinue work after twenty (20) consecutive hours of work of any type shall be permitted to do so. This shall not be done in an arbitrary or capricious manner. Any Employee working more than twenty (20) continuous hours may only do so after it has been determined by the Employer to be safe.

ARTICLE 5

MISCELLANEOUS PAID TIME

Section 1. Call Time (Non-Exempts Only)

Any Employee called to work outside of his/her regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate of time and one-half (1 ½).

Section 2. Stand-by Duty (Non-Exempts Only)

Only those Employees who are currently 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. Employees shall be paid \$180.00 for each respective week of required stand-by duty. Employees currently required to be on stand-by are as follows: Inventory Manager, Senior City Electrician, Senior Lineperson, and SCADA Technician.

Section 3. Health Screening

The City recognizes the importance of the American Cancer Society’s guidelines for the early detection of cancer and, effective upon signing of contract, will allow up to four (4) hours leave per year for individuals working all shifts, Monday through Friday, for various cancer screenings, i.e. breast, prostate, colon, uterus, etc. Such leave hours shall not be cumulative nor be paid in addition to any other time paid.

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
Patriot's Day
Memorial Day
Independence Day

Thanksgiving and day after Thanksgiving
Christmas Day
½ day before Christmas
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 not been observed as a holiday unless the Employee is on a day off, vacation, layoff or sick leave; and
- b) The Employee worked his/her last scheduled work day prior to the holiday unless he/she 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/her vacation, he/she 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.

Section 4. Holiday Work

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

Section 5. Holiday Hours for Overtime Purposes

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

ARTICLE 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

Effective upon signing of contract, Employees shall be allowed one (1) day of sick leave for each month of service up to one hundred eighty(180) 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 Worker's 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

Effective upon signing of contract, an Employee shall be compensated in cash for one-half (1/2) of any accumulated unused sick leave to a maximum of one hundred sixty (160) days when he/she is permanently separated from employment as a result of retirement. The amount of payment for all unused sick leave is to be calculated at the Employee's rate of pay in effect on the pay day immediately preceding his/her separation.

Section 4. Administration

Employees shall be charged for sick leave used to the nearest one-quarter (1/4) 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 for each four (4)-month period in which no sick leave is used. Employees meeting this criteria may submit their written request to the department's payroll clerk for said reimbursement no later than thirty (30) days after becoming eligible. (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. Employees shall contribute once yearly on February 15th, the value of unused accumulated sick leave to a RHS Plan, as follows.

For Employees with:

0-24 accumulated days	0 days contributed
25-49	1
50-74	2
75-99	3
100-124	4
125-149	5
150-174	6
175	7

Payments to the RHS Plan shall be made in July of the same year as it is withdrawn from the Employees' sick leave balances.

Section 6. Family Sick Leave

Employees shall be allowed to use up to twelve (12) days of their accumulated sick leave each year on a rolling calendar year basis for family illness. For the purpose of this section, family shall be defined as parents and/or step-parent, spouse, child, step-child, and grandchildren and siblings who live in the household.

Section 7. Coverage After Use of Sick Leave

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

ARTICLE 8

PAID LEAVE/UNPAID LEAVE

A. PAID LEAVE

Section 1. Bereavement Leave

In the event of death in the family of an Employee (spouse, child, step-child, grandchild, parent or step-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 (brother, sister, step-brother, step-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents,) the Employee may be allowed to receive his/her regular rate of pay for the scheduled hours missed up to three (3) working days for attending the funeral and/or handling the necessary arrangements.

Additional time, if requested, up to five (5) days may be granted at the discretion of the department head or designee. The Employee shall not suffer the loss of any vacation days which have been granted as a bereavement day.

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/she is required to report for jury duty or jury service. The Employee shall be paid his/her 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/her work and in which he/she is not personally involved, as a Plaintiff or Defendant, shall be paid his/her 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.

B. UNPAID LEAVE

Section 1. Unpaid Personal Leave of Absence

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

During such leave period whereby an Employee is not paid for a period of thirty (30) days, the accrual of vacation and sick leave shall cease.

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 continuous service with the City from date of hire as a probationary Employee or permanent Employee in the event he/she does not have to serve a probationary period.

Section 2. Promotions

The City recognized its responsibility to promote from within whenever practicable to do so. To this end, the City will promote Employees when all other factors being considered are equal. Openings shall be posted internally and externally simultaneously.

Effective upon signing of contract, any promotion to a higher grade shall result in a pay increase of no less than three percent (3%) and shall not require that the Employee be slotted at the step filled prior to the reclassification.

Section 3. 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 4. Bumping Rights

In the event of a lay off or a reduction in the size of the work force, all Temporary Employees that fill positions within this Union shall be the first to be released. If additional Union workforce reductions are necessary, 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 department head 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/her intention to exercise his/her 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 five (5) working days of his/her intention to exercise his/her bumping rights. An Employee who displaces another Employee will have five (5) working days during which to demonstrate his/her ability to satisfactorily perform the work. The determination as to whether the Employee has satisfactorily performed the job shall be the judgment of the department head. Such judgment shall not be made capriciously or arbitrarily.

Section 5. Layoff, Restructuring & Recall

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

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

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

Section 6. Severance Pay

Whenever an Employee of the Professional Technical Unit is laid off, the Employer shall meet and consult with the Union regarding an appropriate severance package.

**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 12-31-01:

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 01-01-02:

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.

Effective February 28th of each year, Employees with 35 days of unused accumulated vacation time shall contribute 4 days to a Retirement Health Savings [RHS] account. Employees must utilize vacation time no later than February 15th of each year.

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 Department Head or designee. Each Employee may accumulate vacation leave accruing under the provisions of this Collective Bargaining Agreement not to exceed forty (40) days in total. Any Employee who is prevented by the requirements of the Employer from taking his/her vacation during a period for which he/she 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 department head or his/her designee.

Section 3. Seniority

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

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

ARTICLE 11

DISCIPLINE & DISCHARGE

Section 1. Discipline/Discharge

Disciplinary action or measures shall include only the following (it is understood that letters of caution do not constitute discipline, and therefore, shall not be placed in Employee personnel files, but may be used to indicate a prior discussion with the Employee):

- a) Oral reprimand – presented to the Employee in writing, with one (1) Union representative present.

- b) Written reprimand – presented to the Employee in writing with one (1) Union representative present.
- c) Suspension – presented to the Employee in writing with two (2) Union representatives present.
- d) Discharge – presented to the Employee in writing with two (2) Union representatives present.

When there is a possibility that an Employee may be disciplined with a written reprimand, suspension from work, or discharge, such Employee will be notified in writing of the possibility within fifteen (15) days of the incident giving rise to the possible discipline or within fifteen (15) days of when the City first had knowledge of the incident. The provisions of this section are not to be construed as preventing disciplinary action being taken within the aforementioned fifteen (15)-day period.

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.

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.

The Employee reserves the right to waive Union representation. However, in all cases of discipline, the Union shall be given prior notice of the meeting and give the opportunity to meet with the Employee prior to the meeting.

When the possibility exists that serious disciplinary actions (suspension/discharge) could occur, the City must, providing that the Employee involved has completed his/her initial probationary period, hold a disciplinary hearing. The Employee involved, if he/she so chooses, shall be entitled to representation by a Union representative.

The Employer shall not discharge any Employee without just cause. The Employee and his/her Steward will be notified in writing that the Employee is subject to discharge.

Any Letters of Caution or other forms of documentation that impacts an Employee in a negative manner and that has not resulted in a disciplinary action may be used for evaluation purposes only, not entered into the Employee's personnel file, and shall be removed from the Supervisors personal files on completion of the yearly evaluation.

Section 2. 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 3. 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 4. Personnel File

An Employee, upon written request to or by prior arrangement with the City's Human Resources Department, or the appropriate office at his/her work location or in his/her department, shall be permitted to review his/her personnel files. Such review shall take place during normal office hours and shall be conducted under the supervision of the appropriate records custodian or department representative. An Employee shall be allowed to place in such file a response of reasonable length to anything contained therein which the Employee deems to be adverse.

An Employee's personnel file shall include, but not be limited to, all memoranda and documents relating to such Employee which contain commendations, Employee performance appraisals or ratings and records of training programs completed.

Upon request, an Employee shall be provided a copy of any or all materials in his/her personnel files provided that such copies shall be provided at the Employee's expense. Copies of material added to the Employee's personal file after the effective date of this Agreement shall be furnished at the City's expense and sent to each Employee simultaneously with it being placed in his/her personnel file.

- a) Oral Reprimands – any documented oral reprimand placed in an Employee's personnel file shall be removed after a period of six (6) months from the date of the reprimand providing that the Employee has not received a similar reprimand (oral or written) within said six (6)-month period.
- b) Written Reprimands – any written reprimand placed in a 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 a similar discipline (oral or written) with the said one (1)-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 a similar discipline (oral or written), or suspension within said three (3)-year period.
- d) Any disciplinary action occurring as a result of a violation of a Federal or State Law, Federal or State Rule or Federal or State Regulation, any and all records of discipline

shall be permanently placed in the Employee's personnel file and shall not be removed.

ARTICLE 12

SETTLEMENT OF DISPUTES

Section 1. Grievance and Arbitration Procedure

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

Step 1. The Union Steward, with the consent of the Employee(s), shall take up the grievance or dispute with the Employee's immediate supervisor and Department Head within thirty (30) calendar days of the date of the grievance or the Employee's knowledge of its occurrence. Upon receipt of the grievance, the Supervisor and Department Head shall attempt to adjust the matter and shall respond, in writing, to the Steward within ten (10) working days.

Step 2. If the grievance still remains unadjusted, it shall be presented by the Union Steward, Union representative or grievance committee to the City Administrator either orally or in writing within ten (10) working days after the response of the department head is due. The City Administrator or his/her 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/her answer in writing within ten (10) working days after said meeting.

Step 3. 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 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 receipt of such request, the City Administrator shall 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/her 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.

**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 Union business.

Section 2. Union Meetings/Sessions

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

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

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

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

- 1) Transmit communications, authorized by the local Union or its officers, to the Employer, its representatives, and the Union membership.
- 2) Consult with the Employer or its representatives and the Union membership.

- 3) To attend promotions and lay-off meetings.
- 4) To investigate grievances.
- 5) Four (4) Union representatives may attend arbitration hearings. If the Union representatives are not allowed in the hearing by the arbitration panel, they shall return to work.

In addition, the Employer agrees that Union representatives, not more than seven (7) 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

- A. The Employer agrees that Union representatives shall have access to the premises of the Employer at reasonable times for reasonable periods of time during daytime working hours to conduct local Union business of this bargaining unit, provided that such business shall not interfere with the performance of the assigned functions of any Employees of the Employer who are on duty. Upon their arrival, such representatives will, as a courtesy, make their presence known and identify themselves to the Employer.
- B. The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, whether local Union representatives, district council representatives, or international representatives shall have full and free access to the premises of the Employer for the purpose of processing grievances at Step 3 and 4. Upon their arrival, such representatives will, as a courtesy, make their presence known and identify themselves to the Employer.

Section 4. Union Spaces

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Employer will make efforts, during the term of this Agreement, to provide a meeting space for the conduct of Union matters. The Union shall limit its posting of notices and bulletins to such bulletin boards. Bulletin boards are located in the following areas:

- | | |
|---|------------------------------|
| PW – Engineering, Highway Breakroom and W/S | Library – Staff Room |
| Fire – Front Office and All Sub-Stations
and CID | Police – Breakroom, Records, |
| City Hall – Mail Room and
3 rd floor Break Room | Recreation – Main Office |

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, policies and procedures, 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. Effective upon signing of contract, all changed or new work rules shall be posted in all Employee areas and submitted in writing to the unit President NLT seven (7) days prior to implementation. 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/her 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/policies and also with all new rules/policies unless and until a work rule/policy 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/policy or any change in an existing rule/policy shall be resolved through the grievance procedure by a grievance filed within thirty (30) 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/policy within thirty (30) 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

NON-DISCRIMINATION & LEGAL PROTECTION

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 age, gender, sexual orientation, marital status, race, color, creed, national origin, political affiliation, or disability. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

The Employer agrees not to interfere with the rights of 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. Legal Protection for Employees

In addition to those provisions outlined in this Collective Bargaining Agreement, all Employees are entitled to all applicable state and federal legal protections for actions that occur while in the employ of the City.

ARTICLE 16

MAINTENANCE OF BENEFITS

With respect to negotiable benefits, terms and conditions affecting members of this unit, which are not covered by the Agreement, but which are presently provided pursuant to law, written regulations, personnel rules, written directives, or special orders, the City agrees to make no changes without appropriate prior consultation and negotiation with the Union. It is understood that such benefits described above that only certain Employees receive shall not extend to other Employees in this unit unless specifically negotiated. The nature of this unit offers a wide variety of disciplines working in a wide variety of conditions, as such; some Employees have received certain benefits applicable to them only.

ARTICLE 17

TRAINING & TUITION REIMBURSEMENT

Section 1. Training

It is the policy of the Employer to provide training for its Employees. 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 City.

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 that Employees should be compensated for this increased value in the form of training incentives. Such incentives will normally be paid in November of each year, A complete list of training incentives is annexed hereto as Appendix B.

The Union may suggest courses / training incentives for consideration by management. To accommodate the budget process, approved stipends would need to be submitted, reviewed and approved by March 1 of each year in order to be paid in the next fiscal year.

ARTICLE 18

RETIREMENT

The Employer shall continue to participate in the MainePERS, Chapter 542, as a participating local district member. In lieu of participating in the MainePERS, an Employee may participate in a deferred compensation program (MaineSTART, ICMA or Mass Mutual) with the Employer contributing up to six percent (6%) of base salary.

ARTICLE 19

GENERAL PERSONNEL POLICY

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

Section 1. Mileage Reimbursement

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

ARTICLE 20
ON-THE-JOB INJURIES

If an Employee is injured on the job and required to leave work and seek medical attention because of the injury, he/she shall not be required to punch out and shall be paid for a full day's wages for the day of the initial injury. Any subsequent time off shall be subject to City Policy and workers' compensation laws."

ARTICLE 21
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.

ARTICLE 22
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.

ARTICLE 23
WORKFARE

Section 1. Workfare

The Employer shall not utilize workfare participants or volunteers to replace regular Professional and Technical Employees.

See Appendix E – Volunteers Program Duties list for specifics.

ARTICLE 24

UNIFORM ISSUES, PROTECTIVE CLOTHING, CELL PHONE, TOOL STIPENDS & OTHER PAYMENTS

Section 1. Uniforms

For Employees who are required to wear uniform, protective clothing or any type of protective device as a condition of employment, and for those Employees that are currently paying such uniforms, protective clothing or protective device shall, hereinafter, be furnished to the Employee by the Employer. The cost of maintaining the uniform or protective clothing shall be paid by the Employer.

Arborist/Team Leader
Building Maintenance Supervisor
District Team Managers
Electrical Superintendent
Engineering Technician II
Engineering Technician III
Equipment Mechanic Lead Person
Fleet Operations Manager
Highway Operations Mgr.
Maintenance Technician
Safety & Loss Time Coordinator
SCADA Technician
Senior City Electrician
Senior Lineperson
Water & Sewer Supervisor
Water & Sewer Operations Manager

Section 2. Raingear

Raingear shall be provided as follows:

REPAIR & REPLACE

Appraiser
Arborist/Team Leader
Building Maintenance Supervisor
Building Plumbing Inspector
City Engineer
Deputy Director/Senior Appraiser
Director of Public Buildings / ADA
District Team Managers
Electrical Superintendent
Engineering Technician II

Engineering Technician III
Equipment Mechanic Lead Person
Fleet Operations Manager
Highway Operations Mgr.
Maintenance Technician
Project Engineer
Safety & Loss Time Coordinator
SCADA Technician
Senior Appraiser / Personal Property
Senior City Electrician
Senior Lineperson
Water Lab Technician
Water & Sewer Supervisor
Water & Sewer Operations Manager

Section 3. Work-Related Footwear

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 one hundred sixty dollars (\$160) annually and shall be paid by the last pay period in November of each year.

Appraiser
Arborist/Team Leader
Building Maintenance Supervisor
Building Plumbing Inspector
City Engineer
Director of Public Buildings / ADA
District Team Managers
Electrical Superintendent
Engineering Technician II
Engineering Technician III
Equipment Mechanic Lead Person
Fleet Operations Manager
Highway Operations Mgr
Inventory Manager
Maintenance Technician
Project Engineer
Safety & Loss Time Coordinator
SCADA Technician
Senior Appraiser / Personal Property
Senior City Electrician

Senior Lineperson
Water Lab Technician
Water & Sewer Supervisor
Water & Sewer Operations Manager

Section 4. Coveralls

The coveralls for the following listed Employees shall be furnished pursuant to Article 24.

Appraiser
Building/Plumbing Inspector
Senior Appraiser
Equipment Mechanic Lead person
Fleet Operations Manager
Project Engineer
Senior Appraiser/Personal Property

Section 5. Tool & Special Training Allowance

The Equipment Mechanic Lead, Fleet Operations Manager, and Maintenance Technician positions shall be provided with a five hundred dollar (\$500.00) tool allowance each fiscal year to purchase new and replacement tools which are generally required to perform the job duties.

The Maintenance Technician position shall be eligible for the following certification/training stipends on the condition that all applicable conditions of certification are maintained by the employee: ASE Certification (Brakes[Test A5], Electrical/Electronic Systems[Test A6], Design & Performance Standards and Preventative Maintenance of Fire Apparatus, Fire Pumps and Accessories)--\$400; EVT Certification (Fire Apparatus Electrical Systems, Aerial-Fire Apparatus, Ambulance Electrical Systems, Allison Automatic Transmission)--\$400; Survivair--\$100.

Section 6. Special Operations Team

An Employee who is fully trained and serves in a support capacity on the Lewiston-Auburn Special Operations Team (LASOT) will receive an annual stipend of six hundred dollars (\$600.00). Stipends will normally be paid in November 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. Employees, who respond to actual hazardous material events, will be paid at the rate of fifty dollars (\$50.00) per hour for hours worked on the scene during the event. The LASOT shall continue its existence until the City develops a cross-sectional departmental team at which time, the provisions of this section shall be re-negotiated.

Section 7. Commercial Driver License (CDL) Renewal

Employees will be reimbursed the difference in cost between a Class C license and their CDL renewal fees. (A & B and any endorsements).

Section 8. Annual Compensatory Time

On July 1st of each year, compensation time shall be issued once a year as follows: Municipal Garage and Water/Sewer, Highway, Building Maintenance, Dispatch Operations, Safety, and Electrical Division field personnel shall receive eight (8) hours. Such hours shall be used as any other accumulated compensatory time.

Section 9. Automobile Damage Reimbursement

Employees may be eligible for reimbursement on personal Automobile damage which occurs during work hours. The employee must immediately report any damage to the City Safety Coordinator and provide all documentation and insurance information. If the damage is immediately reported as stipulated in this Section, and if the damage is the result of a loss covered by the City's insurance Certificate, the City agrees to have the insurer pay those Union employees for direct physical loss or damage to Automobiles they own, for damage to such Automobiles while being used by the employee en route to, during, or until relieved from, the performance of an act or duty for or on behalf of, and specifically authorized by, the City. Upon presentation of proof satisfactory to the City that at the time of the damage, and if the employee has a policy of personal automobile insurance in force providing both comprehensive and collision coverage to the Automobile, the insurer will pay the employee the amount of the employee's applicable policy deductible, up to \$1,000.

Section 10. Cell Phones Stipend

Effective upon signing of contract, the City of Lewiston and the Professional/Technical Union have agreed to the following cellphone reimbursement policy:

1. The stipend will be \$30 consistently applied across all employees, with the exception of those employees being considered in #4.
2. An audit review of 6 months worth of bills will be conducted for those employees that are requesting a higher stipend amount. Request for consideration must be made within 30 days of the program implementation date and be accompanied by a list of ALL relatives' home and work numbers.
3. Based on the results of #2, the percentage of personal minutes discovered after the review will be extrapolated over the entire year. The annual amount will then be compared to reimbursements made by the employee and any difference must be paid by the employee within 45 days of the results.
4. Stipend amounts will be increased by \$5 increments based on the following cutoffs: greater than 300 business only minutes - \$35; greater than 500 business only minutes - \$40; and greater than 700 business only minutes - \$45.

5. City will not be providing for data plans for any employees.
6. Any deviations from this policy shall be considered on a case by case basis.
7. By agreeing to this policy, the Union is not barred from raising any issue regarding this policy while in contract negotiations.
8. The listing of positions entitled to the reimbursement is below.

Adult Services Librarian \$30	Fleet Operations Manager \$30
Arborist Team Leader \$30	Highway Operations Manager \$30
Building/Plumbing Inspector \$30	LAN/WAN Assistant \$30
Building Maintenance Supervisor \$30	Maintenance Technician \$30
City Engineer \$30	Project Engineer \$30
City Planner/Dep. Director Code \$30	Recreation Program Coordinator \$30
Director of Public Buildings/ADA \$30	Recreation Superintendent \$30
District Manager \$30	Safety and Loss Time Coordinator \$30
District Team Manager \$30	SCADA Technician \$30
Economic Development Specialist \$30	Senior City Electrician \$30
Electrical Superintendent \$30	Senior Lineman \$30
Equipment Maintenance Lead \$30	Solid Waste Superintendent \$30
Engineer Technician II \$30	System Engineer \$30
Engineer Technician III \$30	Water and Sewer Operations Manager \$30
Evidence Property Manager \$30	Water Lab Technician \$30
	Water Sewer Supervisor \$30

ARTICLE 25
INSURANCES

Section 1. Health Insurance

The Employer shall make available the Maine Municipal Employees Health Trust Dual Option Comprehensive Plan (single, two-person, or family plan) to eligible Employees. The Union will agree to open the Collective Bargaining Agreement article 25, section 1 for consideration if the City presents an alternative program or provider opportunity that is competitive and benefits both parties.

Effective upon the signing of the contract and once all administrative systems are in effect by the City, the Employer shall make available and implement the Maine Municipal Employees Health Trust Preferred Provider Organization (PPO) 500 or comparable plan providing substantially similar coverage's and deductibles (single, employee and spouse/family, or single employee with child plan) to eligible Employees. When considering the equal or better coverage the parties must include the Health Reimbursement Account in the comparison. The Union will agree to open the Collective Bargaining Agreement article 25, section 1 for consideration if the City presents an alternative program or provider opportunity that is competitive and benefits both parties.

POS C shall remain in effect at employee health insurance premium payment rates in effect prior to the signing of this contract until such time as the City implements the changeover to PPO 500.

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 applicable PPO 500 plan.

Effective upon the implementation date for PPO 500, 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 on or after 9/1/07 for their share of the monthly premium costs for the PPO 500 coverage in accordance with the weekly caps reflected in Table 1 below.

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 Single or Employee with Child coverage) or up to 5% each for employee and spouse (for Employee and Spouse/Family coverage).

Effective upon the implementation date for PPO 500, Employees wishing to participate in the MMEHT Point of Service (POS) C Plan may do so by paying the difference in premiums between the PPO and the Point Of Service Plan.. If the employee chooses to voluntarily participate in the Wellness Program, any applicable Credits earned through the Wellness and Health Care Management Program outlined in Appendix C shall apply.

Effective upon the implementation date for PPO 500, the Employee health insurance premium cap schedule in Table 1 (below) 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

Section 2. Opt Out

Effective upon signing of contract, any Employee may elect to waiver 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:

1. 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 (4) months of PPO 500 (herein referred to as PPO) health insurance premiums for which the Employee is eligible.
2. 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 (4) months of the difference in premiums between the PPO plan for which he/she is eligible and the POS plan which he opts to take.
3. In the event both spouses are Employees covered by this unit and eligible for health insurance coverage, the ineligible spouse shall receive an annual payment equal to four (4) months of the PPO family plan premium; however, should only one (1) spouse be covered by this unit, the ineligible spouse shall receive an annual payment equal to one (1) month of the PPO family plan premium.
4. The payments in lieu of health insurance shall be based on the premiums in effect the month the premiums are paid.
5. If the Employee wishes to be reinstated on the health insurance policy or change coverage from 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.
6. If an Employee is reinstated (or covered for the first time) after receiving payments for waiving health insurance coverage, the Employee shall repay the City the balance of the payment pro-rated on a monthly/weekly basis.
7. 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.
8. 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 pro-rated payments shall be based on the City's fiscal year July 1 through June 30.

Section 3. 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 for a period of six (6) months following the depletion of the Employee’s accumulated sick leave.

Section 4. 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 5. 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 a sum of money equal to two hundred dollars (\$200) annually per Employee participating in the Wellness Program. Under no circumstances may any funds be used for unit members that do not meet the criteria above.

Section 6. Health Reimbursement Arrangement

Effective upon the implementation date of the MMEHT PPO 500 health insurance plan, and for those Employees in the PPO 500 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 Employee/Child and \$2000 for the Employee/Spouse-Family plan.

**ARTICLE 26
WAGES**

Section 1. Pay Plan & Wage Survey

The City shall pay unit members based on the principles adopted by the City Council, as outlined in the report entitled “Review & Analysis of Existing Compensation Plan for City of Lewiston Salaried Employees,” dated June 21, 2002. Additional summary information is contained within Appendix D. The pay scale shall be those included in Appendix D.

City shall initiate a wage survey through a mutually agreed independent contractor for comparable positions from the municipalities of Auburn, Augusta, Bangor, Brunswick, Portland, S. Portland, Sanford, Scarborough, Waterville and Westbrook by randomly sampling six (6) unit and four (4) non-union positions listed in the Management Pay Plan. Eliminating the highest and lowest wage from the municipal and corresponding city sample, and if the random sampling produces AN ENTRY & TOP wage-SCALE mean that is MORE

THAN 10% of the comparable sample of city positions, the city shall conduct a full wage survey for all unit positions within one year of the sample wage survey report date.

The results of any full unit wage survey shall not obligate the city to change pay grades or change the rate of pay for any or all unit positions but shall be discussed within the context of any collective bargaining associated with this contract or successor agreements.

The implementation of the first random wage survey shall occur no more than three (3) years thereafter from the completion date of the first random wage survey dated January 20, 2014. All random surveys shall be conducted by an independent contractor which shall be mutually agreed to between both parties.

No employee with the bargaining unit shall suffer any reduction in wages through the process of any wage study or survey.

Section 2. Acting Pay

Whenever an Employee is officially designated to a higher paying position for a period of time exceeding three (3) weeks, such Employee shall be placed in the higher class grade on a step commensurate with the Employee's years of experience, retroactive to the first (1st) day.

Any Union Deputy Director who is officially designated as the Acting Director for a period of sixty (60) calendar days or more shall receive pay at the entry level step of the Director's position. If the Director entry level hourly rate is less than the Deputy's hourly rate of pay, the Acting Director shall be paid at a Director step rate that is no less than 3% higher than the Deputy's hourly rate of pay.

Section 3. Administration

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

Section 4. Job Description/Classifications

Written notice of all job classifications/job descriptions in all classes of Employees covered by this Agreement will be provided to the Union and posted in Appendix A of this and all future agreements. All changes to Job Classifications/Job Descriptions, and Compensation for all positions, will be subject to review by both parties. In the event of non agreement, the City reserves the right to make said changes in accordance with the Grievance Process.

Section 5. Wage Adjustments

All current employees will receive a retroactive wage adjustment based on a FY15 Wage Table (see Appendix D) COLA adjustment of 1.0% effective 1/1/15; a FY16 Wage Table COLA adjustment (see Appendix D) of 2.0% effective on 7/1/15; and a 2.0% FY17 wage adjustment (see Appendix D) effective on 7/1/16.

Section 6. Sunday Double Time

Effective January 1, 2012, double time shall be paid for all work on Sunday.

Section 7. Reclassifications

A. The Union may seek the reclassification of any position once per calendar year, providing the request meets at least one of the following criteria:

1. There has been a substantial change in the job responsibilities, either sudden or over a period of one to two (1-2) years; and/or
2. Has demonstrated underpayment based on market that is inconsistent with the remaining general position of all other Employees governed by this compensation system, as explained further in this section; and/or
3. The Employee has gained a significant new skill or certification beneficial to the City and is not currently a requirement of the job description; and/or
4. Can demonstrate an inequity in compensation when compared to other City Employees performing nearly identical work and compensated on the same pay plan.

B. It is a desired goal of the reclassification process to keep at least ten percent (10%) differential between positions of authority to the next highest position within that chain-of-command.

C. Upon receiving the application(s) and supporting documentation, the City shall review and make such internal inquiries as are necessary. The Human Resources Director shall issue a determination as to the request to the Union within thirty (30) days of application(s). Should there remain a disagreement the Union may request that a mediator be hired, subject to the approval of both parties, to evaluate the determination. In the event that agreement on a mediator not be obtained, the mediator will be determined by the process outlined in Article 12.

The mediator's scope of review shall be limited to this section only and any documentation specified in this section. If the parties do not reach agreement with the assistance of the mediator, the final recommendation of the mediator shall be implemented. The decision of the mediator shall not be used by any party as

precedent, past practice or in any other way to argue, interrupt or otherwise influence future disputes regarding issues addressed in this Article of the contract. The decision of the mediator shall not be subject to any further dispute resolution.

Any approved reclassification shall become effective in the next budget year, unless otherwise agreed to by the parties.

Effective upon signing of contract, any reclassification to a higher grade shall result in a pay increase of no less than three percent (3%) and shall not require that the Employee be slotted at the step filled prior to the reclassification.

ARTICLE 27

TERMINATION

This Agreement shall be effective as of the first pay period beginning in July 1, 2015 unless otherwise noted within the provisions of this Agreement, and shall extend through the last pay period ending in June 30, 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.

ARTICLE 28

SAVINGS CLAUSE

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

The parties hereto have set their hands at Lewiston, Maine this 28th day of September, 2016.

CITY OF LEWISTON

By: [Signature]
Robert E. Macdonald, Mayor

By: [Signature]
Edward Barrett, City Administrator

AFSCME, COUNCIL #93

By: [Signature]
James Mackie, Staff Representative

By: [Signature]
Richard Morin, President/Negotiator

By: [Signature]
Executive Board Member/Negotiator

By: [Signature]
Executive Board Member/Negotiator

By: [Signature]
Chief Steward/Negotiator

By: [Signature]
Secretary/Negotiator

By: [Signature]
Vice President/Negotiator

By: [Signature]
Treasurer/Negotiator

APPENDIX A

CLASS GRADE	POSITION
Level 13	None
Level 12	None
Level 11	None
Level 10	City Engineer Director of Public Buildings/ADA
Level 9	Director of Budget/Purchasing
Level 8	Deputy Director Code Enforcement/City Planner Chief Accountant Electrical Superintendent Solid Waste Superintendent System Engineer Treasury Manager/Tax Collector
Level 7	Building/Plumbing Inspector Deputy City Clerk Fleet Operations Manager Highway Operations Team Manager Investment Officer/Deputy Treasury Manager LAN/WAN Administrator Project Engineer Recreation Superintendent
Level 6	Adult Services Librarian Building Maintenance Supervisor Children's Librarian Comm Develop Program (Grants) Coordinator Computer Operations Specialist/Analyst Economic Development Specialist GIS Manager/Coordinator Grants Accountant Internal Auditor/Cost Accountant Investment Officer/Deputy Tax Collector Recreation Program Coordinator

**SCADA Technician
Senior Appraiser
Senior Personal Property Appraiser
Technical Service Librarian
Water/Sewer Operations Manager**

Level 5

**Equipment Mechanic Leadperson
Information Support Analyst
Personal Computer Coordinator
Senior City Electrician
Senior Lineperson**

Level 4

**Appraiser
Arborist Team Leader
Administrative Support Manager - Police
District Team Manager
Engineering Technician II
Engineering Technician III
Evidence/Property Manager
Finance Technician
Inventory Manager
Maintenance Technician
Safety & Loss Time Coordinator
Water & Sewer Supervisor
Water Lab Technician**

Level 3

**Administrative Assistant – Econ Develop
Administrative Assistant – Finance
Administrative Assistant – Fire
Administrative Assistant – Public Works**

Level 2

Level 1

None

APPENDIX B

TRAINING INCENTIVES

IF THE EMPLOYEE HAS MET ALL CERTIFICATION REQUIREMENTS AND UNLESS THE TRAINING INCENTIVE BELOW HAS OTHER STIPULATIONS AND/OR A TIME REQUIREMENTS, ALL TRAINING INCENTIVES WILL BE PAID IF THE TRAINING HAS BEEN COMPLETED WITHIN TEN (10) YEARS OF THE LICENSE/CERTIFICATE ISSUANCE DATE OR THE SUCCESSFUL COMPLETION DATE OF AN APPLICABLE CLASS OR COURSE WITH THE FOLLOWING EXCEPTIONS: CLASS A DRIVERS LICENSE; BACKFLOW CERTIFICATION COURSE; PROPERTY SURVEY COURSE.

Subject	Eligibility Requirements	Amount
Class A Driver's License	Where job description requires a min Class B license and individual has Class A license	\$350
Municipal Garage and Fire Maint Tech Job Related Training (see attached list)	Successfully obtaining/maintaining four (4) Automotive Service Excellence (ASE) Certifications	\$400
	Successfully obtaining/maintaining eight (8) Automotive Service Excellence (ASE) Certifications	\$800
	For every four (4) ASE Certifications more than 8	\$300
Maine Water Treatment Licenses	Class I Operator Exam	\$100
	Class I and Pass Distribution Exam and / or Treatment Exam for each exam passed	\$50
	Class II Operator Exam	\$200
	Class II and Pass Distribution Exam and / or Treatment Exam for each exam passed	\$100
	Class III Operator Exam	\$300
	Class III and Pass Distribution Exam and / or Treatment Exam for each exam passed	\$150
	Class IV Operator Exam	\$400
Other Job Related Training (see attached list for examples)	Class IV and Pass Distribution Exam and / or Treatment Exam for each exam passed	\$200
	Backflow Prevention Certification	\$400
	Approved Maine Rural Water Association, Maine Local Road Center, SWANA, masonry, plumbing, small engine repair, electrical and other Courses - three (3) within last 10 years	\$100
	Approved Maine Rural Water Association, Maine Local Road Center, SWANA, masonry, plumbing, small engine repair, electrical and other Courses - six (6) within last 10 years	\$300
	Approved Maine Rural Water Association, Maine Local Road Center, SWANA, masonry, plumbing, small engine repair, electrical and other Courses - nine (9) within last 10 years	\$500

	Completing a pre-approved Survey Course from Technical College within last 10 years or providing proof of completing course and demonstrating competency	\$350
Electrical	Limited Electrician License	\$200
	Master Electrician License	\$800
Arborist	Commercial Pesticide Applicator License	\$200
Fire Apparatus	EVT Fire Apparatus Electrical Systems EVT Aerial, Fire Apparatus EVT Ambulance Electrical Systems EVT Allison Automatic Transmission Survivair (completion of all 5 above)	\$500
Road Scholar	Named Road Scholar by MDOT Two (2) Individuals having Road Scholar award before 7/1/2011 grandfathered will receive this incentive annually. All others receiving the award from Maine DOT after 7/1/2011 will receive a One (1) time incentive to coincide with the DOT awarding the recognition.	\$600
Solid Waste	Appliance Freon Removal	\$300
	Each SWANA Associate Certifications (Landfill Technical, Recycling Technical, Transfer Station Technical, MSW Collection Technical)	\$200
	Each SWANA Manager Certifications (Landfill, Recycling, Transfer Station, MSW Collection)	\$400
Other Licensing	Low Pressure Boiler Operator License	
	High Pressure Boiler Operator License	
	Boiler Inspector License	
	Journeyman Electrician	
	Journeyman Carpenter	
	Journeyman Plumber	
	Licensed Professional Forester	
	Master Maine Arborist License	
	ISA (International Society of Arboculture) Certification	
	Obtaining one (1) of the above not required by job description	\$300
	Obtaining two (2) of the above not required by job description	\$500
Obtaining three (3) of the above not required by job description	\$700	

APPENDIX C-1

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 Section II, Category 1 (or filing applicable spouse waiver if authorized by this collective bargaining agreement), Category 2, 3, and 4 of this Wellness program will only be in effect upon the 2017 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 program 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 Maximum Health Insurance Premium (MxHIP) payment premium stated in Article 25 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(i) and in Section II, Item D**).

- D. Working with those program requirements specified in Item II of this section, the HCE will work to establish a health plan strategy for each participant. Once established, the HCE will work with the participant to provide wellness goals and benchmarks. Educational material and motivation will be a core part of the program.
- E. After the HCE consultation, each participant may receive at least one additional face to face meeting annually. Each participant must schedule their annual HCE appointment using the city-provided online calendar software or, if no computer is available, the participant must call or email the Human Resources office.
- F. All participants with access to a computer are required to book their appointments utilizing the on-line appointment calendar software. For participants who do not have a computer, appointments may be booked through the Human Resources office. All participants are obligated to book their appointments in sufficient time to as to guarantee that they secure an HCE appointment for the coverage year. 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 fails 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 complying with the requirements for Section II, of this program will require the participant to meet the minimum requirement language of Section II within the Qualifying Period which shall be as follows:

- i. Upon the signing of this FY15-16-17 collective bargaining agreement, the first “Qualifying Period” shall begin upon the signing of this contract and shall end on the day before the participant’s 2017 HCE appointment. All subsequent “Qualifying Periods” shall begin on the day of the participant’s HCE appointment and end in the following coverage year on the day before the next HCE appointment.
- ii. In order to receive the applicable Category percentage rewards, the participant(s) must meet the 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 be required within the “Qualifying Period” (as defined in Item ii of this Section) thereafter in order to receive any applicable Category percentage credit.

II. Individual Health Care Management Requirements and Savings

All Employees who receive city health insurance must pay the Employee’s share of health insurance as specified in this collective bargaining agreement. Though this Wellness program is voluntary, the Employee Health Insurance Payment can be reduced by as much as 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:

A. BODY MASS INDEX (BMI) CHART AND APPLICABLE SAVINGS:

BMI	
Underweight	Below 18.5
Normal	18.5 – 27.4
Overweight	27.5 – 29.9
Obesity	30.0 and Above

Men and Women:

- BMI equal to/less than 27.4=full compliance at applicable % max. savings
- BMI equal to/greater than 27.5 but equal to/less than 29.9=50% compliance
- BMI equal to/greater than 30.0 – not in compliance= not eligible for savings

Chart Source: National Institutes of Health -

http://www.nhlbi.nih.gov/health/public/heart/obesity/lose_wt/risk.htm#limitations

Calculator Source:

<http://www.webmd.com/diet/body-calculator>

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

Male	➤ Ratio less than 43%: underweight
Female	➤ Ratio 43% to 52%: healthy weight
	➤ Ratio 53% to 62%: overweight
	➤ Ratio over 63%: obese

Men:

- Ratio less or equal to 52%=full compliance at applicable % max. savings
- Ratio equal to/greater than 53% but equal to/less than 62%=50% max 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.vhhost.psu.edu/prevention/understanding_risk/whtr

Calculator Source:

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



Women:

- **Ratio less or equal to 48%=full compliance at applicable % max. savings**
- **Ratio equal to/greater than 49% but equal to/less than 57%=50% max 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

C. WAIST MEASUREMENT

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

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

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

D. CATEGORY WAIVERS

1. Waivers for all four Categories may be approved on the condition that the participant’s Medical Provider (doctor) has provided a written statement that confirms that the participant has a medical reason that he/she cannot achieve any one of the Categories listed.
2. The Employee/spouse may attempt to re-qualify for Category rewards after the annual meeting with the HCE but 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. Failure to fully comply with this requirement will result in the non-issuance of applicable percentage rewards.

III. Health Care Advisory Team

The City will work with the Union to staff and support a Health Care Advisory Team comprised of representatives from each Union and a department head who will meet regularly to assist in recommending wellness programs and any wellness issues or concerns that may arise.

Though the Team may recommend changes or adjustments to the program, the City will make the final determination to either accept or reject such recommendations. Lastly, since communications is such an integral part of any successful program, the Team will serve as a conduit to its members to assist in keeping them apprised of ongoing wellness and healthcare issues.

APPENDIX C – 2

City of Lewiston Health Care Educator Spouse Waiver Form

12.21.15

SECTION 1. – CITY OF LEWISTON HEALTH RISK APPRAISAL

THIS SECTION TO BE COMPLETED BY EMPLOYEE'S SPOUSE

Thank you for electing to voluntarily complete the Health Risk Appraisal (HRA) and Medical Release sections 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 VOLUNTARILY ELECTED TO SUBMIT THIS FOR IN PLACE OF MEETING WITH THE HEALTH CARE EDUCATOR (HCE). COMPLETING ALL SECTIONS OF THIS FORM WILL QUALIFY YOU FOR THE WAIVER OUTLINED IN THE COLLECTIVE BARGAINING AGREEMENT OR THE CITY PERSONNEL POLICY. PLEASE CAREFULLY READ AND FOLLOW ALL INFORMATION AND INSTRUCTIONS.**

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

Section 1 of this form is the HRA which covers multiple topics:

- ◆ Disease
- ◆ Tobacco
- ◆ Screening
- ◆ Activity
- ◆ Alcohol
- ◆ Life Balance
- ◆ Self-Care
- ◆ Nutrition
- ◆ Accident/Injury
- ◆ Mental Health

Your information is confidential. This information will not be shared with any City Of Lewiston Employee. The only person viewing this information will be the 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 all seven pages of this form in a sealed envelope and handcarry or mail to: Human Resources Office, c/o Heather Young, Dingley Building, 36 Oak St., Lewiston, ME 04240. Please indicate if you would like to receive a printed copy of your Personal Health ScoreCard from the HCE. It will provide you some baseline metric information and suggestions you can do on your own or discuss with your personal physician.

Your next steps to good health are up to you!

DISEASE

1. Do you have diabetes?

YES NO

2. Do you have heart disease?

YES NO

3. Do you have asthma?

YES NO

4. Do you have lung disease, such as emphysema or bronchitis?

YES NO

5. Have you been treated for cancer within the past 5 years?

YES NO

Page 1 of 7

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

6. Have you had a stroke?
YES NO

7. Do you have chronic back pain (working with doctor on a regular basis and taking medication)?
YES NO

8. CM Only: Answer YES if eligible for Condition Management? (Answered by the Health coach ONLY)
a. N/A

9. Do you have seasonal allergies or allergic rhinitis?
YES NO

10. Do you have arthritis?
YES NO

11. Are you currently being treated for depression?
YES NO

ACTIVITY

12. Do you participate in moderate to vigorous physical activity that gets your heart rate up and/or involves muscle strengthening for 30 to 60 minutes 4 or more days per week?
YES NO

13. Are you physically active 30-60 minutes 2-3 days per week?
YES NO

NUTRITION

14. Do you eat 5 servings of fruit and/or vegetables 5-6 days a week? (Serving size is 1 cup raw or cooked vegetables, 2 cups of leafy greens, 1 cup of fruit, 1/2 cup dried fruit.)
YES NO

15. Do you drink sugar sweetened beverages such as soda, juice, or sweetened coffee drinks most days a week?
YES NO

16. Do you include foods like poultry, eggs, cheese and/or yogurt, legumes (peas, beans, soybeans, lentils, peanuts), lean beef, lean/wild game, or seafood at least 4 days each week?
YES NO

17. Do you eat fish, seeds (pumpkin, sunflower and sesame), nuts, olive oil, dark green veggies (brussel sprouts, spinach and kale), eggs, beans, even avocados or ground flaxseed at least twice each week?
YES NO

18. Do you eat fast food or processed foods like frozen meals, prepackaged meals, pastries, candy, ice cream, cookies, processed or red meats more than 1-2 times per week?
YES NO

19. Do you eat whole grains (barley, brown rice, buckwheat, bulgur (cracked wheat), millet, oatmeal, popcorn, whole-wheat bread, pasta or crackers, or wild rice) 5-6 days a week?
YES NO

TOBACCO

20. Are you a smoker? (Currently smoke cigarettes, cigars, or pipe within the last 12 months)
YES NO

21. Do you chew tobacco (within last 12 months)?
YES NO

ALCOHOL

22. Do you drink more than 2 drinks per day, if you are a male OR more than 1 drink per day, if you are a female? (Drink is 1 beer, 1 shot of liquor, 1 glass of wine or 1 mixed drink)
YES NO

23. Have you had more than 4 or 5 alcoholic drinks in a row within 2 hours in the past year?
YES NO

ACCIDENT & INJURY

24. Have you had two or more episodes of low back pain within the last two or three years or one episode within the last 6 months that made it more difficult to work or play?
YES NO

25. Do you wear a helmet when appropriate to prevent head injury? (examples: motorcycles, bicycles, skiing, skateboarding, ATV, snowmobiles, scooters, equestrian activities, etc)
YES NO

26. Do you wear your seatbelt 100% of the time every time you are in a motorized vehicle?
YES NO

27. Do you drive distracted by the use of electronic devices (sending text, email, or other hand phone use)?
YES NO

28. Do you wear hearing protection around all loud noises? (Noises louder than 85db is where damage occurs from long-term exposure. Examples of noise exposures: dishwasher 65db, hairdryer 85db, subway 90db, hand drill 100db, MP3 player at maximum output 110db, jet plane 120db, fireworks at 3 ft. away 150db.)
YES NO

SCREENING

MALE

29. If you are a male under 40 years old, do you check your testicles for lumps or other changes each month?
YES NO N/A

30. If you are a male age 50 or older, have you talked to your doctor about whether or not screening for prostate cancer is right for you?
YES NO N/A

31. If you are a male between the ages of 65 and 75 has your doctor checked to see if you have an aortic aneurysm?
YES NO N/A

FEMALE

32. If you are a female between the ages of 21 and 30 and not otherwise at high risk for cervical cancer, do you have a PAP screening every 3 years?
YES NO N/A

33. If you are a female between the ages of 30 and 65 do you have a PAP screening every 3 years or do you have a PAP screening with HPV testing every 5 years?
YES NO N/A

34. If you are a female age 40-49, have you talked to your doctor about having regular mammogram screenings?
YES NO N/A

35. If you are a female ages 50-74 are you having regular mammogram screenings?
YES NO N/A

36. If you're a female age 60 or older, have you had a screening for osteoporosis?
YES NO N/A

37. If you are age 45 or older and male or 55 or older and female, have you been counseled on aspirin use for prevention of circulatory disorders?
YES NO N/A

38. If you are age 50 or older, are you having regular colon cancer screenings?
YES NO N/A

39. Do you receive an annual Influenza Vaccine (Flu Shot)?
YES NO N/A

40. Do you practice good oral hygiene by brushing and flossing daily and seeing dentist yearly?
YES NO N/A

LIFE BALANCE

41. Have you missed 5 or more workdays over the past 12 months due to emotional distress, physical illness, injury or surgical procedures for yourself?
YES NO

42. Do you consider your health to be excellent or at least very good?
YES NO

43. Do you have days when you are physically at work but mentally distracted for any reasons? (examples: reoccurring headaches, chronic illnesses, allergies, etc)
YES NO

44. Do you sleep well most nights and wake up feeling rested most of the time?
YES NO

45. Do you snore, experience daytime sleepiness frequently, or has your partner witnessed any breaks in your breathing while you are sleeping?
YES NO

46. Are you mostly satisfied with your personal life?
YES NO

47. Are you mostly satisfied with your professional life?
YES NO

MENTAL HEALTH

48. Do you now or often feel overwhelmed by the challenges in your life?
YES NO

49. Are you sad or down in the dumps for 2-3 weeks at a time? (if you answer YES proceed to Question 51)
YES NO

50. Do you enjoy life and have fun most days? (if you answer NO proceed to Question 51)
YES NO

51. Have you had thoughts about hurting yourself or ending your life?
YES NO

SELF-CARE

52. Have you or a member of your family been to the emergency room in the past 6 months for any of the following: sore throat or cough, back pain or other sprain or strain, heartburn, fever, diarrhea and/or vomiting?
YES NO

53. If you are on medication, do you take it as directed?
YES NO

SECTION 2. PART 2 – PROVIDER INFORMATION

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

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

_____ (Name of Patient):

Height of Patient _____ ft. _____ inches tall

Patient's weight: _____ pounds.

Patient's systolic blood pressure (top number): _____

Patient's diastolic blood pressure (bottom number): _____

Patient's waist measure: _____ in.

Patient's Body Mass Index (BMI) (If Available): _____

Doctor/Designee Signature

Date

Doctor/Designee Printed Name

DO NOT FAX THIS FORM TO THE LEWISTON HR OFFICE. Place all seven pages of this form in a sealed envelope and handcarry or mail to:

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

NOTE: when mailing, please call and confirm receipt with the HR Department – call 513-3121, X3239

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

APPENDIX D

1.50% FY2014

	<u>0 Years</u>	<u>2 Years</u>	<u>5 Years</u>	<u>8 Years</u>	<u>11</u> <u>Years</u>	<u>14</u> <u>Years</u>	<u>17</u> <u>Years</u>	<u>20</u> <u>Years</u>	<u>25</u> <u>Years</u>
Level 1	\$12.27	\$12.58	\$13.32	\$14.05	\$14.79	\$15.52	\$16.25	\$16.98	\$17.58
Level 2	\$14.12	\$14.46	\$15.32	\$16.17	\$17.00	\$17.85	\$18.70	\$19.54	\$20.22
Level 3	\$15.47	\$15.85	\$16.78	\$17.71	\$18.64	\$19.58	\$20.50	\$21.43	\$22.17
Level 4	\$16.82	\$17.26	\$18.27	\$19.27	\$20.28	\$21.27	\$22.28	\$23.29	\$24.11
Level 5	\$19.81	\$20.31	\$21.45	\$22.60	\$23.75	\$24.89	\$26.03	\$27.18	\$28.14
Level 6	\$21.49	\$22.04	\$23.32	\$24.62	\$25.90	\$27.19	\$28.46	\$29.76	\$30.81
Level 7	\$24.51	\$25.14	\$26.61	\$28.07	\$29.54	\$31.01	\$32.47	\$33.94	\$35.13
Level 8	\$27.72	\$28.42	\$30.08	\$31.75	\$33.40	\$35.07	\$36.71	\$38.39	\$39.73
Level 9	\$29.52	\$30.28	\$32.05	\$33.82	\$35.58	\$37.34	\$39.12	\$40.88	\$42.33
Level 10	\$31.01	\$31.81	\$33.66	\$35.53	\$37.37	\$39.23	\$41.08	\$42.94	\$44.45
Level 11	\$32.59	\$33.43	\$35.38	\$37.33	\$39.28	\$41.23	\$43.17	\$45.13	\$46.70
Level 12	\$35.22	\$36.11	\$38.18	\$40.25	\$42.32	\$44.39	\$46.46	\$48.52	\$50.21
Level 13	\$36.54	\$37.48	\$39.67	\$41.85	\$44.03	\$46.21	\$48.41	\$50.60	\$52.36

FY2015

1% effective 1/1/15

	<u>0 Years</u>	<u>2 Years</u>	<u>5 Years</u>	<u>8 Years</u>	<u>11 Years</u>	<u>14</u> <u>Years</u>	<u>17</u> <u>Years</u>	<u>20</u> <u>Years</u>	<u>25</u> <u>Years</u>
Level 1	\$12.39	\$12.71	\$13.45	\$14.19	\$14.94	\$15.68	\$16.41	\$17.15	\$17.76
Level 2	\$14.26	\$14.60	\$15.47	\$16.33	\$17.17	\$18.03	\$18.89	\$19.74	\$20.42
Level 3	\$15.62	\$16.01	\$16.95	\$17.89	\$18.83	\$19.78	\$20.71	\$21.64	\$22.39
Level 4	\$16.99	\$17.43	\$18.45	\$19.46	\$20.48	\$21.48	\$22.50	\$23.52	\$24.35
Level 5	\$20.01	\$20.51	\$21.66	\$22.83	\$23.99	\$25.14	\$26.29	\$27.45	\$28.42
Level 6	\$21.70	\$22.26	\$23.55	\$24.87	\$26.16	\$27.46	\$28.74	\$30.06	\$31.12
Level 7	\$24.76	\$25.39	\$26.88	\$28.35	\$29.84	\$31.32	\$32.79	\$34.28	\$35.48
Level 8	\$28.00	\$28.70	\$30.38	\$32.07	\$33.73	\$35.42	\$37.08	\$38.77	\$40.13
Level 9	\$29.82	\$30.58	\$32.37	\$34.16	\$35.94	\$37.71	\$39.51	\$41.29	\$42.75
Level 10	\$31.32	\$32.13	\$34.00	\$35.89	\$37.74	\$39.62	\$41.49	\$43.37	\$44.89
Level 11	\$32.92	\$33.76	\$35.73	\$37.70	\$39.67	\$41.64	\$43.60	\$45.58	\$47.17
Level 12	\$35.57	\$36.47	\$38.56	\$40.65	\$42.74	\$44.83	\$46.92	\$49.01	\$50.71
Level 13	\$36.91	\$37.85	\$40.07	\$42.27	\$44.47	\$46.67	\$48.89	\$51.11	\$52.88

FY2016

2% effective 7/1/15

	<u>0 Years</u>	<u>2 Years</u>	<u>5 Years</u>	<u>8 Years</u>	<u>11 Years</u>	<u>14 Years</u>	<u>17 Years</u>	<u>20 Years</u>	<u>25 Years</u>
Level 1	\$12.64	\$12.96	\$13.72	\$14.47	\$15.24	\$15.99	\$16.74	\$17.49	\$18.12
Level 2	\$14.55	\$14.89	\$15.78	\$16.66	\$17.51	\$18.39	\$19.27	\$20.13	\$20.83
Level 3	\$15.93	\$16.33	\$17.29	\$18.25	\$19.21	\$20.18	\$21.12	\$22.07	\$22.84
Level 4	\$17.33	\$17.78	\$18.82	\$19.85	\$20.89	\$21.91	\$22.95	\$23.99	\$24.84
Level 5	\$20.41	\$20.92	\$22.09	\$23.29	\$24.47	\$25.64	\$26.82	\$28.00	\$28.99
Level 6	\$22.13	\$22.71	\$24.02	\$25.37	\$26.68	\$28.01	\$29.31	\$30.66	\$31.74
Level 7	\$25.26	\$25.90	\$27.42	\$28.92	\$30.44	\$31.95	\$33.45	\$34.97	\$36.19
Level 8	\$28.56	\$29.27	\$30.99	\$32.71	\$34.40	\$36.13	\$37.82	\$39.55	\$40.93
Level 9	\$30.42	\$31.19	\$33.02	\$34.84	\$36.66	\$38.46	\$40.30	\$42.12	\$43.61
Level 10	\$31.95	\$32.77	\$34.68	\$36.61	\$38.49	\$40.41	\$42.32	\$44.24	\$45.79
Level 11	\$33.58	\$34.44	\$36.44	\$38.45	\$40.46	\$42.47	\$44.47	\$46.49	\$48.11
Level 12	\$36.28	\$37.20	\$39.33	\$41.46	\$43.59	\$45.73	\$47.86	\$49.99	\$51.72
Level 13	\$37.65	\$38.61	\$40.87	\$43.12	\$45.36	\$47.60	\$49.87	\$52.13	\$53.94

FY2017

2% effective 7/1/16

	<u>0 Years</u>	<u>2 Years</u>	<u>5 Years</u>	<u>8 Years</u>	<u>11 Years</u>	<u>14 Years</u>	<u>17 Years</u>	<u>20 Years</u>	<u>25 Years</u>
Level 1	\$12.89	\$13.22	\$13.99	\$14.76	\$15.54	\$16.31	\$17.07	\$17.84	\$18.48
Level 2	\$14.84	\$15.19	\$16.10	\$16.99	\$17.86	\$18.76	\$19.66	\$20.53	\$21.25
Level 3	\$16.25	\$16.66	\$17.64	\$18.62	\$19.59	\$20.58	\$21.54	\$22.51	\$23.30
Level 4	\$17.68	\$18.14	\$19.20	\$20.25	\$21.31	\$22.35	\$23.41	\$24.47	\$25.34
Level 5	\$20.82	\$21.34	\$22.53	\$23.76	\$24.96	\$26.15	\$27.36	\$28.56	\$29.57
Level 6	\$22.57	\$23.16	\$24.50	\$25.88	\$27.21	\$28.57	\$29.90	\$31.27	\$32.37
Level 7	\$25.77	\$26.42	\$27.97	\$29.50	\$31.05	\$32.59	\$34.12	\$35.67	\$36.91
Level 8	\$29.13	\$29.86	\$31.61	\$33.36	\$35.09	\$36.85	\$38.58	\$40.34	\$41.75
Level 9	\$31.03	\$31.81	\$33.68	\$35.54	\$37.39	\$39.23	\$41.11	\$42.96	\$44.48
Level 10	\$32.59	\$33.43	\$35.37	\$37.34	\$39.26	\$41.22	\$43.17	\$45.12	\$46.71
Level 11	\$34.25	\$35.13	\$37.17	\$39.22	\$41.27	\$43.32	\$45.36	\$47.42	\$49.07
Level 12	\$37.01	\$37.94	\$40.12	\$42.29	\$44.46	\$46.64	\$48.82	\$50.99	\$52.75
Level 13	\$38.40	\$39.38	\$41.69	\$43.98	\$46.27	\$48.55	\$50.87	\$53.17	\$55.02

9/1/2016	AFSCME Council #93										
	LOCAL 3855				Contract for FY 2015, FY 2016, FY 2017 to June 30, 2017						
	Professional Technical Unit										
				Work	Current	Current	FY17			FY17	
Name	Position	Department	Week	Rate	Annual	Range	Step	Rate		Pay Plan	
1 Arnold, Jay	Bldg. Maintenance Supervisor	Public Works	40	27.19	\$ 56,555	6	16	28.57	\$	59,426	
2 Barnes, Ryan	Project Engineer	Public Works	40	31.01	\$ 64,501	7	14	32.59	\$	67,787	
3 Beaulé, Jeff	Project Engineer	Public Works	40	32.47	\$ 67,538	7	17	34.12	\$	70,970	
4 Beauparlant, Norman	Director of Budget/Purchasing	Finance	37.5	42.33	\$ 82,544	9	44	44.48	\$	86,736	
5 Bernier, Mike	District Team Manager	Public Works	40	23.29	\$ 48,443	4	23	24.47	\$	50,898	
6 Blaisdell-Pechmanova, Amy	Information Support Analyst	Police	37.5	20.31	\$ 39,605	5	3	21.34	\$	41,613	
7 Boucher, Richard	Water & Sewer Operations Manager	Public Works	40	30.81	\$ 64,085	6	36	32.37	\$	67,330	
8 Boudreau, Dennis	Engineering Technician III	Public Works	40	24.11	\$ 50,149	4	32	25.34	\$	52,707	
9 Brienza, Phil	Fleet Operations Manager	Public Works	40.0	32.47	\$ 67,538	7	17	34.12	\$	70,970	
10 Brienza III, Phil	Senior Lineperson	Public Works	40.0	19.81	\$ 41,205	5	1	20.82	\$	43,306	
11 Brooks, Kelly	Deputy City Clerk	City Clerk	37.5	33.94	\$ 66,183	7	23	35.67	\$	69,557	
12 Brown, Sandra	Administrative Support Manager	Police	37.5	23.29	\$ 45,416	4	23	24.47	\$	47,717	
13 Bureau, Tammy	Investment Officer/Deputy Treas. Mgr	Finance	37.5	25.14	\$ 49,023	7	4	26.42	\$	51,519	
14 Burnham, Richard	City Engineer	Public Works	37.5	44.45	\$ 86,678	10	30	46.71	\$	91,085	
15 Campbell, Gary	Building/Plumbing Inspector	Code/Planning	37.5	35.13	\$ 68,504	7	31	36.91	\$	71,975	
16 Caron, Denis	Electrical Superintendent	Public Works	40	39.73	\$ 82,638	8	39	41.75	\$	86,840	
17 Caron, Gerard	Senior Electrician**	Public Works	40	30.53	\$ 63,502	5	32	32.08	\$	66,726	
18 Charest, Denise	Inventory Manager	Public Works	40	24.11	\$ 50,149	4	28	25.34	\$	52,707	
19 Crocker, Joseph	Recreation Program Coordinator	Public Works/Rec	40	19.81	\$ 41,205	5	1	20.82	\$	43,306	
20 Cyr, Marc	Equipment Mechanic/Leadperson	Public Works	40	28.14	\$ 58,531	5	27	29.57	\$	61,506	
21 Dumont, Ronald	Evidence Property Manager	Police	37.5	23.29	\$ 45,416	4	20	24.47	\$	47,717	
22 Early, Justin J	Project Engineer	Public Works	40	28.07	\$ 58,386	7	10	29.50	\$	61,360	
23 Elie, Jonathan	Highway Operations Manager	Public Works	40	33.94	\$ 70,595	7	24	35.67	\$	74,194	
24 Enman, Wesley	Engineering Technician II	Public Works	40	24.11	\$ 50,149	4	25	25.34	\$	52,707	
25 Fennessey, James	Deputy Director/Sr. Appraiser	Assessing	37.5	35.13	\$ 68,504	7	51	36.91	\$	71,975	
26 Gudas, David	Personal Computer Coordinator	MIS	37.5	27.18	\$ 53,001	5	21	28.56	\$	55,692	
27 Hanken, Jason	Recreation Superintendent	Public Works/Rec	40	28.07	\$ 58,386	7	9	29.50	\$	61,360	
28 Hediger, David	City Planner-Dep Director Code	Code/Planning	37.5	36.71	\$ 71,585	8	19	38.58	\$	75,231	
29 Jochem, Jayne	Community Development Program Coordinator	Development	37.5	27.19	\$ 53,021	6	16	28.57	\$	55,712	
30 Jones, Karen	Technical Service Librarian	Library	37.5	30.81	\$ 60,080	6	32	32.37	\$	63,122	
31 LaBelle, Pamela	Treasury Manager/Tax Collector	Finance	37.5	28.42	\$ 55,419	8	4	29.86	\$	58,227	

APPENDIX E

Side Bar Agreements

- E-1: DON MAILHOT
- E-2: CONVERSION OF STIPEND PAYMENTS FOR SENIOR CITY
ELECTRICIAN & SENIOR. LINESPERSONS
- E-3: GRANDFATHERED ROAD SCHOLARS – JON ELI AND MARCEL ROY
- E-4: MAYORS VOLUNTEER INITIATIVE AGREEMENT
- E-5: CRAIG STARR
- E-6: RONALD DUMONT – RATE OF PAY
- E-7: RONALD DUMONT – VACATION

E-1 – DON MAILHOT



Executive Department
Phil Nadeau
Deputy City Administrator
Director, Human Resources Department



SIDE LETTER OF AGREEMENT
6.2.15

The City of Lewiston (City) and AFSCME , Lewiston Professional Technical Unit (Unit), hereby agree to amend the current FY14 collective bargaining agreement to approve the following "Safety, Training and Loss Time Coordinator" new rate of pay for Don Mailhot which shall amend Appendix D of the collective bargaining agreement (CBA):

- The City and Unit mutually agree to terminate the monthly stipend of \$783.67 for school related safety services (per the expired Pro Tech Side Agreement of 10/19/11). The stipend shall be converted to a wage and reflect a Grade 4 position-specific top step rate of pay ("25 Years" in Appendix D-Table FY2014 of the CBA) for the "Safety and Loss Time Coordinator" position from \$24.11 to \$28.93 (37.5 hour workweek) effective 3/19/15 and shall be included in future Cost of Living Adjustment (COLA) increases approved through the collective bargaining process.
- The Union acknowledges that this agreement is not precedent setting.
- The Union acknowledges that the Safety, Training and Loss Time Coordinator positions has been updated to reflect the position's school department responsibilities (amended job description enclosed below)

6/9/15
Date

Richard Morris
Signed (Union President)

6/9/15
Date

Spry
Signed (Union Representative)

6-9-15
Date

Edward A. Boudreau
Signed (City Administrator)

6/9/15
Date

Phil Nadeau
Signed (Chief Negotiator)

See enclosed amended job description

CITY OF LEWISTON
Job Description
Amended 6.2.15

Job Title: SAFETY, TRAINING & LOSS TIME COORDINATOR

Department: Administration
Division: n/a
Reports To: Deputy City Administrator
FLSA Status: Non-Exempt
Class Grade: Grade Level 4
Bargaining Unit: Pro-Tech

Summary:

To effectively work with city and school department employees and customers in promoting positive safety attitudes, encouraging prevention of accidents, injuries and equipment damage; work at reducing the cost of workers' compensation and equipment damage claims borne by the city; assure that all equipment, work-areas and practices are in conformity to all local, state, federal and motor vehicle regulations.

Essential Duties and Responsibilities:

1. Promotes positive attitudes towards safety and health at work, home or play
2. Investigates and documents all accidents, injuries and near miss situations
3. Trains employees in the hazards and safety aspects of their known and anticipated job related duties
4. Conducts periodic inspections of all work city and school locations, buildings, equipment & policies
5. Conducts after hour job site visits, as may be required and monitors conformity to regulations
6. Arranges for and participates in group counseling (as needed) with employees, spouses, supervisors, medical providers and any other appropriate person related to the situation, to discuss projected long term disabilities of the employee in order to determine the employee's capability of continuing his/her assigned duties
7. Addresses and follows-up on employee's/customers safety related concerns
8. Keeps up with changing safety standards
9. Supports all city and school operations as well as county and emergency management agencies
10. Coordinates all in-house and outside training for employee safety and job skills
11. Conducts "as needed" in-house safety training and/or briefing sessions for new employee safety awareness
12. Tracks and evaluates all accident, injury and near miss cases for appropriate follow-up
13. Aware of "any" work projects on city and school properties and assures conformity to all city, state and federal regulations- especially those that pose any threat to public safety or damage to City property
14. Performs other duties as assigned

Other Duties & Responsibilities:

1. Sets proper examples of safety promotion
2. Establishes trends and prioritizes follow-up efforts and materials

Skills/Training Required:

Ability to conduct accident investigations, safety inspections/audits and deal with safety concerns; knowledge of workplace safety & health issues; supervisory drug training and medical background helpful; must possess good public speaking skills along with basic knowledge of the worker's compensation system; must complete ICS Training to Level 300 (NIMS) within the first (1st) year of hire

Supervisory Responsibilities:

This job has no supervisory responsibilities.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to stand; walk; use hands to finger, handle, or feel and talk or hear. The employee is frequently required to reach with hands and arms and stoop, kneel, crouch, or crawl. The employee is occasionally required to sit; climb or balance and taste or smell. The employee must regularly lift and /or move up to 25 pounds, frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds. No special vision requirements.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is frequently exposed to moving mechanical parts and outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions; high, precarious places; fumes or airborne particles; risk of electrical shock and vibration. The noise level in the work environment is usually moderate. However, it could be very quiet or very loud depending upon each situation.

Certificates, Licenses, Registrations:

OSHA 30 hour Construction Safety Certificate
OSHA 30 hour General Industry Certificate
Knowledge of Ergonomics and Work Station Assessments preferred
Valid State of Maine Class C driver's license

Education and/or Experience:

Bachelor's degree (B. A.) from four-year college or university; or one to two years related experience and/or training; or equivalent combination of education and experience.
Comments: (use comment section to provide salary and/or hours of work)

The individuals below have reviewed and approved this job description:

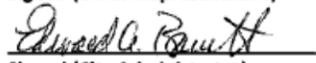
6/9/15
Date


Signed (Union President)

Date

Signed (Union Representative)

6-9-15
Date


Signed (City Administrator)

**E-2 - CONVERSION OF STIPEND PAYMENTS FOR SENIOR CITY
ELECTRICIAN & SENIOR. LINEPERSONS**

SIDE LETTER OF AGREEMENT

The City of Lewiston and AFSCME, Lewiston Professional Technical Unit hereby agree to incorporate the following stipend conversions into the FY 2012-2013 collective bargaining agreement:

The annual stipend payment of **\$1200** for the position of **Senior Linesperson** shall be converted into an equivalent hourly wage. The adjusted wage shall be permanently incorporated into the wage schedule posted in Appendix D of this schedule.

The annual stipend payments of **\$3600 and \$1200** for the position of **Senior City Electrician** shall be converted into an equivalent hourly wage. The adjusted wage shall be permanently incorporated into the wage schedule posted in Appendix D of this schedule.

Entered into this _____ day of _____, 201().

CITY OF LEWISTON

AFSCME, COUNCIL #93, LOCAL 3855-00
ON BEHALF OF THE LEWISTON
PROFESSIONAL TECHNICAL UNIT

By: _____
Ed Barrett, City Administrator

By: _____
Richard Morin, Unit President

By: _____
Sylvia Perry, Unit Representative

E-3 - GRANDFATHERED ROAD SCHOLARS – JON ELIE AND MARCEL ROY

SIDE LETTER OF AGREEMENT

The City of Lewiston and AFSCME, Lewiston Professional Technical Unit hereby agree to grandfather, for the purposes of receiving \$600 Road Scholar stipend stipulated in this contract, Jon Elie and Marcel Roy and to authorize that the \$600 stipend be paid annually to both employees until such time as their employment terminates with the City of Lewiston.

Entered into this _____ day of _____, 201().

CITY OF LEWISTON

AFSCME, COUNCIL #93, LOCAL 3855-00
ON BEHALF OF THE LEWISTON
PROFESSIONAL TECHNICAL UNIT

By: _____
Ed Barrett, City Administrator

By: _____
Richard Morin, Unit President

By: _____
Sylvia Perry, Unit Representative

E-4 - MAYORS VOLUNTEER INITIATIVE AGREEMENT



PROTEC accepted Volunteer Program duties by Department

Note: the intent of our creating this list was to only speak to the tasks that impact those of the positions in our membership.

Any additional tasks not on this list management might want a volunteer to do need to first be approved by the Union before being implemented as we will need to again speak to our members that will be impacted.

We are asking that Administration sign off on the content of this list before implementation as well.



Public Works & Lewiston Public Services

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, no inside work
- Move furniture for Public Services, Buildings Division
- Sweep sidewalks, 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)

City Clerk's Office

- Help with the Dog Park Fundraising Committee (mailings, admin support etc.)
- Help with election preparation (office admin help ie. mailings, absentee ballots)
- Help with scanning records into the new HR database system
- Help with switchboard coverage & mail processing
- Service as a greeter/guide/receptionist in City Hall

Fire Department

- None of the items listed as being considered speak to any PROTEC positions.

Social Services

- No PROTEC positions in this department.

Police Department

- Data entry
- Support services

Human Resources

- No PROTEC positions in this department.

Assessing

- Help with generic phone calls (as part of phone tree).
- Document imaging/archiving

Management Information Systems (MIS)

- Help with switchboard coverage & phone administrative tasks
- Clerical support within the department
- Reporting items of concern regarding equipment at work stations such as computer running too slowly
- Document imaging/archiving

Recreation Department

- Assist with maintenance/janitorial work: picking up garbage, bathroom cleaning.
- Provide “another set of eyes” to supervisors for Saturday and Sunday open gym
- Help set up equipment
- Maintain a checklist during equipment inspections
- Help with phone calls & filing
- Office help at the MPC senior citizen office
- Assist with office organization & supply storage – must be able to lift 20 lbs
- Help with set-up, providing “*another set of eyes,*” and tear down for events, such as the annual Halloween event

Economic & Community Development

- File Maintenance as it pertains to making follow up calls and referencing checklists to ensure proper documentation is included in all case/project files.

Finance Department

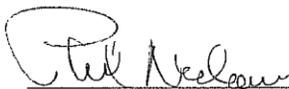
- City Hall meeter/greeter
- Document imaging
- Apartment building trash survey and litter survey
- Adopt-A-Trash Can Program administration
- Filing, stuffing mail, daily postage, FED EX, and shredding
- Assist with fixed asset inventory process – tagging, updating, including the School Department
- Performance measurement calculations and reports
- Assist with City Council requests (clerical support)

Code/Planning Department

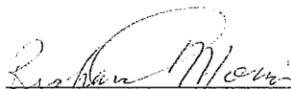
- Clerical help if there was a volunteer clerical pool
- Double check that construction sites have required permits
- Document scanning
- *"Adopt A Lot Tag Team"* – loan, seed parcels identified as needing
- Neighborhood Block Leaders
- Provide assistance at central switchboard

Lewiston Public Library

- Book Reach volunteers
- *"Read the shelves,"* i.e., cleaning, dusting, making sure books are in correct order; volunteers could even *"Adopt A Section"*
- Assist with putting plastic covers on books
- Weeding the collection
- Book repair
- Assist people with new language lab software



Phil Nadeau
Deputy City Administrator



Richard Morin
President, Local 3855

2-3-10
Dated

\\protechvolunteerlist10

E-5 – CRAIG STARR



Executive Department
Phil Nadeau
Deputy City Administrator
Director, Human Resources Department



SIDE LETTER OF AGREEMENT

The City of Lewiston (City) and AFSCME , Lewiston Professional Technical Unit (Unit), hereby agree to amend the current 2011-2013 collective bargaining agreement to approve the following vacation agreement in concert with the hiring of Craig Starr as LAN/WAN Administrator:

- The City and Unit mutually agree to authorize the advance utilization of the equivalent earned vacation for a first year employee over a five (5) month period, or five (5) days of earned vacation, for Craig Starr who has been hired as LAN/WAN Administrator. The utilization of five (5) days of advance vacation shall require employee to reimburse City for any number of vacation days that have not been earned by Mr. Starr during his first year of employment in the position of LAN/WAN Administrator.

4-2-14
Date

4/2/14
Date

4-7-14
Date

4/3/14
Date

[Signature]
Signed (Union President)

[Signature]
Signed (Union Representative)

[Signature]
Signed (City Administrator)

[Signature]
Signed (Chief Negotiator)

E-6: RONALD DUMONT – RATE OF PAY



Executive Department
Phil Nadeau
Deputy City Administrator
Director, Human Resources Department



SIDE LETTER OF AGREEMENT

The City of Lewiston (City) and AFSCME , Lewiston Professional Technical Unit (Unit), hereby agree to approve an amendment to the current 2011-2013 collective bargaining agreement to slot the following individual as the newly hired Evidence/Property Manager:

- Ronald Dumont – The Evidence/Property Manager, a G4 position in the 2011-13 CBA, was previously filled by Ivan Boudreau as a G4/S22 with a rate of pay at \$22.95. Mr. Dumont has been hired for the position and will be slotted as a G4/S17 with a rate of pay at \$21.95 to reflect Police Chief Michael Bussiere's recommendation based on Mr. Dumont's extensive experience as a former law enforcement officer and his familiarity with evidentiary police procedures.

2/25/14
Date

2/25/14
Date

2/25/14
Date

2/25/14
Date

Richard Mason
Signed (Union President)

Stephen Fane
Signed (Union Representative)

Edward G. Boudreau
Signed (City Administrator)

Phil Nadeau
Signed (Chief Negotiator)

E-7: RONALD DUMONT – VACATION



Executive Department
Phil Nadeau
Deputy City Administrator
Director, Human Resources Department



SIDE LETTER OF AGREEMENT

The City of Lewiston (City) and AFSCME , Lewiston Professional Technical Unit (Unit), hereby agree to amend the current 2011-2013 collective bargaining agreement to approve the following vacation agreement in concert with the hiring of Ronald Dumont as Evidence/Property Manager:

- The City and Unit mutually agree to authorize the advance utilization of the equivalent earned vacation for a first year employee, twelve (12) days, for Ronald Dumont who shall occupy the position of Evidence/Property Manager effective March 3, 2014. The utilization of advance vacation shall require employee to reimburse City for any number of vacation days that have not been earned by Mr. Dumont during his first year of employment in the position of Evidence/Property Manager.

4-2-14
Date

4/2/14
Date

4-7-14
Date

4/3/14
Date

Rochan Moni
Signed (Union President)

Stephen King
Signed (Union Representative)

Edward A. Bault
Signed (City Administrator)

Phil Nadeau
Signed (Chief Negotiator)

APPENDIX F.

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