

**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, 2023 TO JUNE 30, 2026**

## **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:

City Administrator	Director of Finance
Assistant Fire Chief	Director of Planning and Code Enforcement
Chief Assessor	Neighborhood Development Coordinator
City Engineer	Chief of Police
Director of Public Works	Human Resources Director
Human Resources Technician	City Clerk
Executive Assistant	Community Relations Coordinator
Fire Chief	MIS Director
Recreation Director	Deputy Police Chief
Social Service Director	Diversity, Equity, Inclusion Director
Deputy PW Director Highway and Open Spaces	
Deputy PW Director Water and Sewer	
Library Director	Director of Marketing and Communications
Deputy City Administrator	Asst. Director of Finance
ECD Director	ECD Assistant Director

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 provision described below.

## ***Section 2. Non-Union Membership***

Membership in the Union is not compulsory. However, those Employees who choose not to join the Union shall sign a Union Membership Waiver and be subject to one of the following:

- A. Fee for Service – The Employee may elect to be represented by the Union on a fee-for-service basis. 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.

## ***Section 3. Check-Off***

The Employer agrees to deduct the Union membership dues or fee for services, deductions and deductions for the Unions PEOPLE program, all deductions are subject to the time frames listed in Section 1 of this article 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 (15<sup>th</sup>) 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 in the previous expiring contract.
- e. At the discretion of the Public Works Director up to two District Managers hours of work shall be 6:30AM – 2:30PM

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 in the previous expiring contract 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 \$.75/hour will be paid to Employees whose shift is temporarily changed to address seasonal, temporary or emergency work requirements.
- B. Second Shift: \$.50/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 in the expiring contract 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:

<b>NON EXEMPT</b>	<b>EXEMPT</b>
Administrative Assistant (Finance)	Asset Management Analyst
Administrative Assistant (PW)	Assistant City Engineer
Administrative Assistant (Fire)	Adult Services Librarian
Administrative Support Manager (Police)	Children’s Librarian
Appraiser	
Arborist/Team Leader	Cash Management/Excise Manager
Building Maintenance Crew Leader	Community Development Program and Project Manager
Building Plumbing Inspector	Deputy City Clerk
Communications and Inventory Manager	D.Dir Pln & Code Enf./City Planner
Computer Operator Specialist/Analyst	Deputy Assessor
District Team Managers	Environment Services Superintendent
Engineering Technician II Paving Mgr.	Purchasing Agent
Engineering Technician III	Deputy Director of Budgeting and Purchasing
Equipment Mechanic Lead Person	Facilities Manager
Finance Technician	
Information Support Analyst	



Maintenance Technician	Economic Development Specialist
Personal Computer Coordinator	Electrical Superintendent
Police Fleet Manger/IT Consultant	Fleet Operations Manager
Property & Evidence Manager	GIS Manager/Coordinator
Recreation Program Coordinator	Grants Accountant
Safety & Loss Time Coordinator	Highway Operations Team Mgr.
SCADA Technician/	Senior Accountant
Senior Linesperson	Land Use Planner
Senior Appraiser	Lending Service Librarian
Senior Personal Property Appraiser	Project Engineer
Senior City Electrician	Purchasing Agent
Senior Lineperson	Rehab Coordinator
Solid Waste Facility Manager	Senior Accountant
Water Quality Technician/Treatment	Senior Utilities Accountant
Operator	System Engineer
Water & Sewer Supervisor	Systems Administrator
Asset Management Technician	Technical Services Librarian
Equipment Mechanic Supervisor	Treasury Manager/Tax Collector
	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 15<sup>th</sup> of each fiscal year.

**Section 3. Overtime Work (Non-Exempts Only)**

- A. EMERGENCIES – It is recognized that Employees need to be available for Over-time 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***

During emergency situations, after employees have worked sixteen (16) consecutive hours, the employer may send an employee home to rest for a minimum of eight (8) hours. When an employee is sent home to rest during the workday, the employee will be paid for the remainder of the shift.

**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). If the call-in is within two hours of the employee's normal work shift, the two (2) hour minimum call-in will be paid at a rate of time and one-half (1 ½) and the employee will be paid for the entire scheduled work shift at their regular rate of pay or leave, as worked. If an Employee is called to work on Sunday, he shall be paid a minimum of two (2) hours at a rate of two (2) times his regular rate of pay.

***Section 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 \$250 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, Water Quality/Treatment Operator

***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	Indigenous People's Day
Martin Luther King, Jr. Day	Labor Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving and day after Thanksgiving
Memorial Day	½ day before Christmas
Juneteenth	Christmas Day
Independence 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 day's 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 eighty (180) 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 three (3)-month period in which no sick leave is used. Employees may only elect one day’s pay three (3) out of the four (4) times per rolling twelve (12) month period. 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:

Accumulated Hours	Days contributed
0-200	0
201-350	2
351-500	3
501-600	4
601-800	5
801-1,000	6
Over 1,000	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.

**Section 8 Sick Leave-Personal Days**

Employees may convert up to two (2) sick leave days per year for use as personal time. Employees shall be required to provide notice consistent with department practices for

use of vacation time. Use of sick leave for personal time is non-accumulative and may not be carried forward into the next fiscal year. Conversion of sick leave to personal days provided under this section shall not be for use as paid leave and shall not be eligible for cash-out or other monetary distribution.

## **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. When an employee is promoted and that employee supervises other staff, that employee will be generally placed on the pay step and seniority level of the new grade that provides a minimum 5% increase.

### ***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/recall list. During the fifteen (15)-month period there shall not be any temporary employees hired, unless those who are on layoff do not possess the skills necessary to perform the available work. 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/recall 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:

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

Effective February 28<sup>th</sup> of 2024, Employees with thirty five (35) days of unused accumulated vacation time shall contribute five (5) days to a Retirement Health Savings [RHS] account. Employees must utilize vacation time no later than February 15<sup>th</sup> 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. City Hall Closure due to Snow Storms or Inclement Weather**

If an employee takes time off as a result of a snowstorm when the administrative offices are open, the time shall be taken as vacation time. If the City Administrative Offices are closed for all or a portion of the day and the employee is scheduled to work, employees

will be paid as regular hours. If an employee is on vacation or sick leave when the determination to close City Hall is made the employee will continue to be charged vacation or sick time.

#### ***Section 4. 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 one (1) year from the date of the reprimand providing that the Employee has not received a similar reprimand (oral or written) within said one (1) year period.
- b) Written Reprimands – any written reprimand placed in an Employee's personnel file shall be removed after a period of two (2) year from the date of the reprimand provided that the Employee has not received a similar discipline (oral or written) with the said two (2)-year period.
- c) Suspensions – Records of suspensions placed in an Employee's file shall be removed after a period of three (3) years from the date of the suspension providing the Employee has not received 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 ten (10) business 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  
Fire – Front Office and All Sub-Stations

Library – Staff Room  
Police – Breakroom, Records,  
and CID

City Hall – Mail Room and  
3<sup>rd</sup> 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, Mission Square or Empower) with the Employer contributing up to six percent (6%), of base salary.

Employees who give a ninety (90) day notice of retirement and work the ninety days shall receive a seven hundred and fifty dollar (\$750.00) bonus.

**In-Service Retirement Program**

***Section 1. Eligibility***

All employees who wish to join the Program must send a written notice of their interest in doing so to the Human Resources Director by March 31, 2026. After March 31, 2026, this Program shall not be available to the subject employees.

Effective upon signing of the July 2024 to June 2026 contract, the following conditions must be met for an employee to be eligible for the In-Service Retirement Program:

- (1) Employee must have a minimum of 20 years of MainePERS service and have reached normal retirement age (as determined by MainePERS).
- (2) Employee must agree to retire, collect his/her MainePERS retirement benefit, The City must zero out any unused sick/vacation time to ensure a bona fide termination under state and federal law. The employee will be immediately rehired by the City of Lewiston.
- (3) All applications shall require Employee to provide no less than 90 days written notice prior to the planned date of retirement.
- (4) The employee is subject to the IRS 10% early distribution tax if an employee retires before 59 ½ and returns to work for the City. (As determined by MainePERS)

***Section 2. Program Administration***

Employees taking part in the City of Lewiston's In-Service Retirement Program

- (1) Shall be paid at 80% of the regular hourly rate of pay the employee received on the last day of employment prior to retirement;
- (2) Shall retain seniority but shall not be eligible for step increases or promotion;
- (3) Shall no longer be MainePERS eligible;
- (4) Shall be Social Security eligible;
- (5) Shall be provided a 457 deferred compensation program, and the City of Lewiston shall match the employee's maximum contribution, not to exceed 6% of the earnable compensation and limited by the maximum contribution allowed by law (i.e. should the combination of the Employee's contribution and the Employer's matching contribution

- exceed the maximum contribution allowed by law, the City's obligation shall be reduced accordingly so that the cap is not exceeded);
- (6) Shall receive 25 personal days annually in place of vacation/sick time, but an Employee's use of such time shall comply with existing notice provisions for use of personal days for sick or vacation time, in compliance with the existing collective bargaining agreement, and such leave shall not accumulate from year-to-year, but shall be subject to payout upon separation. Personal leave, unless otherwise provided in this agreement or by law, in excess of two (2) consecutive weeks may or may not be granted at the discretion of the Department Director or his/her designee; and
- (7) Shall be subject to and benefit from all other applicable Personnel Policies, as well as the collective bargaining agreement.
- (8) Shall be able to participate in this Program for no more than five (5) years from his/her date of retirement.

## **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, except 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 Paving Manager  
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  
Asset Management Analyst/Technician  
Equipment Mechanic Supervisor

### ***Section 2. Raingear***

Raingear shall be provided as follows:

#### **REPAIR & REPLACE**

Appraiser  
Arborist/Team Leader  
Building Maintenance Supervisor  
Building Plumbing Inspector  
Assistant City Engineer  
Deputy Director/Senior Appraiser  
Deputy Assessor  
Facilities Manager  
District Team Managers  
Electrical Superintendent  
Engineering Technician II Paving Manager  
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 Quality Technician/Treatment Operator  
Water & Sewer Supervisor  
Water & Sewer Operations Manager  
Asset Management Analyst/Technician  
Equipment Mechanic Supervisor

### ***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 two hundred dollars (\$200) annually and shall be paid by the last pay period in November of each year.

Appraiser  
Arborist/Team Leader  
Asset Manager Technician/Analyst  
Building Maintenance Supervisor  
Building Plumbing Inspector  
Assistant City Engineer  
Facilities Manager  
District Team Managers  
Electrical Superintendent  
Engineering Technician II Paving Manager  
Engineering Technician III  
Equipment Mechanic Lead Person  
Environmental Services Superintendent  
Fleet Operations Manager  
GIS Manager/Coordinator  
Highway Operations Manager  
Communications and Inventory Manager  
Maintenance Technician  
Police Fleet Manager and Information Systems Coordinator  
Project Engineer  
Rehab Coordinator  
Safety & Loss Time Coordinator  
SCADA Technician  
Senior Appraiser / Personal Property  
Senior City Electrician  
Senior Lineperson  
Solid Waste Facility Manager  
Water Quality Technician/Treatment Operator  
Water & Sewer Supervisor  
Water & Sewer Operations Manager  
Asset Management Analyst  
Equipment Mechanic Supervisor

#### ***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  
Police Fleet Manager and Information Systems Coordinator  
Project Engineer  
Senior Appraiser/Personal Property  
Equipment Mechanic Supervisor  
Maintenance Technician

### ***Section 5. Tool & Special Training Allowance***

The Equipment Mechanic Lead, Fleet Operations Manager, Equipment Mechanic Supervisor and Maintenance Technician positions shall be provided with a six hundred and fifty dollar (\$650) 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 seven hundred dollars (\$700). 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) 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 1<sup>st</sup> 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 sixteen (16) 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 across all employees.
2. By agreeing to this policy, the Union is not barred from raising any issue regarding this policy while in contract negotiations.
3. The listing of positions entitled to the reimbursement is below.

Adult Services Librarian \$30  
Arborist Team Leader \$30  
Asset Management Analyst \$30  
Asset Management Technician \$30  
Assistant City Engineer \$30  
Building/Plumbing Inspector \$30  
Building Maintenance Supervisor \$30  
City Planner/Dep. Director Code \$30  
Comm Devel Program & Project Mgr. \$30  
Computer Operations Specialists  
Deputy Assessor \$30  
Deputy Director of Budgeting and Purchasing \$30  
Facilities Manager \$30

Fleet Operations Manager \$30  
Highway Operations Manager \$30  
Land Use Planner \$30  
Maintenance Technician \$30  
Personal Computer Coordinator.  
Project Engineer \$30  
Recreation Program Coordinator \$30  
Rehabilitation Coordinator \$30  
Safety and Loss Time Coordinator \$30  
SCADA Technician \$30  
Senior City Electrician \$30  
System Administrator \$30  
Appraiser \$30  
Personal Property Appraiser \$30



District Team Manager \$30	Police Fleet Mgr. and Info Systems Coor \$30
Economic Development Specialist \$30	Purchasing Agent \$30
Electrical Superintendent \$30	Senior Lineman \$30
Environmental Services Superintendent	Solid Waste Facility Manager \$30
Equipment Maintenance Lead \$30	System Engineer \$30
Engineer Technician II Paving Manager \$30	Water and Sewer Operations Manager \$30
Engineer Technician III \$30	Water Quality Technician/Treatment
Evidence Property Manager \$30	Operator \$30
Equipment Mechanic Supervisor	Water Sewer Supervisor \$30
Senior Appraiser \$30	Personal Property Appraiser \$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.

## ***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 an employee is out on a medical leave the health insurance incentive shall not be paid until the employee returns to work.

6. 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.
7. 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.
8. 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.
9. 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 ratification 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: \$1200 for the Single plan, \$2400 for the Employee/Child and \$2400 for the Employee/Spouse-Family plan.

### **Section 7. Health Insurance Bridge**

Health insurance single plan coverage shall continue for a period of one (1) year for retired employees who qualify according to the following:

1. The Employee must have twenty (20) years of continuous service with the City of Lewiston.
2. The Employee must be a minimum of 62 years of age.

The Employer shall make available and pay for the Maine Municipal Employees Health trust Preferred Provider Program single plan coverage for the employee only. The employer reserves the right to convert said coverage to another carrier or other coverage, which provides substantially equal or better coverage. All retired Employees shall pay the Employee MxHIP and automatically receive the 10% Wellness Program credit for the applicable PPO 500 coverage consistent with the applicable Employee health insurance payment conditions outlined in this Article.

## **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.

#### **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 (1<sup>st</sup>) 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 See attached wage table Appendix D

### ***Section 6. Sunday Double Time***

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, 2023 unless otherwise noted within the provisions of this Agreement, and shall extend through the last pay period ending in June 30, 2026. 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 31<sup>st</sup> day of May, 2023.

**CITY OF LEWISTON**

By: Heather Hunter  
Heather Hunter, City Administrator

**AFSCME, COUNCIL #93**

By: John Nuttall 5/25/2023  
John Nuttall, Staff Representative

By: Richard Morin  
Richard Morin, President/Negotiator

By: \_\_\_\_\_  
Executive Board Member/Negotiator

By: [Signature]  
Executive Board Member/Negotiator

By: [Signature] 05-25-23  
Chief Steward/Negotiator

By: Samela M. LaBelle  
Secretary/Negotiator

By: [Signature]  
Vice President/Negotiator

By: \_\_\_\_\_  
Treasurer/Negotiator

## APPENDIX A

<b>CLASS GRADE</b>	<b>POSITION</b>
<b>Level 9</b>	<b>Deputy Director of Budget and Purchasing</b>
<b>Level 8</b>	<b>Deputy Director Code Enforcement/City Planner Electrical Superintendent Environmental Services Superintendent Purchasing Agent System Engineer Senior Accountant Treasury Manager/Tax Collector Water/Sewer Operations Manager Fleet Operations Manager Environmental Services Superintendent Assistant City Engineer</b>
<b>Level 7</b>	<b>Building/Plumbing Inspector Deputy City Clerk Deputy Assessor Comm Development Program &amp; Project Manager Highway Operations Team Manager Cash Management/Excise Manager System Administrator Project Engineer Cash Management/Excise Manager CD Program and Project Manager Senior Utilities Accountant Senior Accountant System Administrator Senior City Electrician Senior Linesperson SCADA Technician Facilities Manager (Level 8 upon certification)</b>
<b>Level 6</b>	<b>Adult Services Librarian Building Maintenance Supervisor Children's Librarian Computer Operations Specialist/Analyst Economic Development Specialist GIS Manager/Coordinator Grants Accountant Land Use Planner</b>



**Lending Services Librarian  
Recreation Program Coordinator  
Rehabilitation Coordinator  
Safety Training and Lost Time Coordinator  
Senior Appraiser  
Senior Personal Property Appraiser  
Technical Service Librarian  
Equipment Mechanic Supervisor  
Asset Management Analyst**

**Level 5**

**Administrative Support Manager - Police  
Asset Management Technician  
Engineering Technician II Paving Manager  
Equipment Mechanic Lead Person  
Information Support Analyst  
Maintenance Technician  
Personal Computer Coordinator  
Police Fleet Manager & IT Consultant  
Solid Waste Facility Manager  
Water Quality Technician/Treatment Operator**

**Level 4**

**Appraiser  
Arborist Team Leader  
District Team Manager, Highway  
District Team Leader, Open Spaces  
Engineering Technician III  
Evidence/Property Manager  
Communications and Inventory Manager  
Finance Technician  
Maintenance Technician  
Safety & Loss Time Coordinator  
Water & Sewer Supervisor**

**Level 3**

**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
	Class IV and Pass Distribution Exam and / or Treatment Exam for each exam passed	\$200
Other Job Related Training (see attached list for examples)	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	\$500

	(9) within last 10 years	
	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 Individuals having Road Scholar will receive this incentive annually.	\$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

## City of Lewiston Personal Wellness Program

Effective upon the signing of this contract, the City of Lewiston will provide this revised voluntary personal wellness program. The goal of this program is to reduce the overall need for health care services amongst members and to support healthy lifestyles by rewarding employees and their spouses for healthy behaviors that can contribute to an overall healthier lifestyle. The program can be broken down into three sections as follows that need to be completed annually:

Physical Health Assessment (PHA) completed on Wellsteps (or comparable online assessment form provided to you by Human Resources) (5% per employee). The results of this program will provide you with various resources to help you better your lifestyle that are completely optional and confidential. This assessment needs to be completed each year.

1. The department supervisors and/or Human Resources can assist in getting employees logged into Wellsteps if they do not have computer access on their own.
2. Annual Physical with your medical provider
  - Employees (and spouses on health insurance) must provide proof of an annual physical each year, signed off by their primary care provider. Human Resources will provide forms for doctor's to sign off on. These forms need to be turned into Human Resources no later than December 31<sup>st</sup> of that calendar year.
  - This proof of annual physical will be worth 1.25% each for married coverage and 2.5% for single coverage
3. Non-Tobacco Product use
  - 2.5% (1.25% each for married coverage) for not smoking, inhaling, vaporizing ("vaping") or consumption of nicotine-based product through so called "e-cigarette", "vapor" or similar tobacco nicotine delivery devices. Written proof of non-smoking must be submitted to Human Resources from medical provider that the employee and/or spouse is a non-smoker. This form can be obtained from Human Resources, comparable doctor's notes will be accepted. Forms must be turned in no later than December 31<sup>st</sup> of that calendar year.

Successful completion of all three (3) of the above benchmarks will result in a full ten (10) percentage savings in health insurance cost. For each new calendar year, employees will remain at previous percentage until benchmarks have been completed in the new calendar year.

Below is what constitutes as a failure to meet the Personal Wellness Program requirements. Failures will result in a lesser percentage of savings. The Personal Wellness program is voluntary and therefore failure to participate in the program in its entirety will simply result in a zero (0) percentage savings.

- Failure to complete your PHA annually
- Failure to provide your annual physical note (and spouses if on family health insurance)
- Failure to provide your non-tobacco use sign off (and spouses if on family health insurance)
- Failure to be a non-tobacco user

Should you have questions about this program, please reach out to the HR Director.

# APPENDIX D

## Chart adjustment 7/1/23

Step	<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</u> <u>Years</u>	<u>20</u> <u>Years</u>	<u>25</u> <u>Years</u>	<u>28</u> <u>Years</u>
	1	2	3	4	5	6	7	8	9	10
Level 1	\$17.25	\$17.63	\$18.57	\$19.48	\$20.41	\$21.32	\$22.22	\$23.15	\$23.88	\$24.54
Level 2	\$19.57	\$20.01	\$21.08	\$22.13	\$23.17	\$24.23	\$25.29	\$26.32	\$27.18	\$27.92
Level 3	\$21.25	\$21.73	\$22.90	\$24.06	\$25.20	\$26.38	\$27.52	\$28.66	\$29.59	\$30.43
Level 4	\$22.95	\$23.48	\$24.75	\$25.99	\$27.25	\$28.47	\$29.71	\$30.97	\$32.02	\$32.92
Level 5	\$26.66	\$27.28	\$28.68	\$30.14	\$31.58	\$32.98	\$34.40	\$35.84	\$37.03	\$38.07
Level 6	\$28.72	\$29.44	\$31.01	\$32.65	\$34.24	\$35.85	\$37.42	\$39.04	\$40.35	\$41.49
Level 7	\$32.53	\$33.30	\$35.13	\$36.95	\$38.78	\$40.60	\$42.43	\$44.25	\$45.72	\$47.04
Level 8	\$36.51	\$37.38	\$39.45	\$41.51	\$43.56	\$45.64	\$47.70	\$49.79	\$51.45	\$52.94
Level 9	\$38.75	\$39.67	\$41.90	\$44.10	\$46.29	\$48.47	\$50.69	\$52.89	\$54.69	\$56.27

## 4% effective 7/1/24

Step	<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>	<u>28</u> <u>Years</u>
	1	2	3	4	5	6	7	8	9	10
Level 1	\$17.94	\$18.34	\$19.31	\$20.26	\$21.23	\$22.17	\$23.11	\$24.08	\$24.84	\$25.52
Level 2	\$20.35	\$20.81	\$21.92	\$23.02	\$24.10	\$25.20	\$26.30	\$27.37	\$28.27	\$29.04
Level 3	\$22.10	\$22.60	\$23.82	\$25.02	\$26.21	\$27.44	\$28.62	\$29.81	\$30.77	\$31.65
Level 4	\$23.87	\$24.42	\$25.74	\$27.03	\$28.34	\$29.61	\$30.90	\$32.21	\$33.30	\$34.24
Level 5	\$27.73	\$28.37	\$29.83	\$31.35	\$32.84	\$34.30	\$35.78	\$37.27	\$38.51	\$39.59
Level 6	\$29.87	\$30.62	\$32.25	\$33.96	\$35.61	\$37.28	\$38.92	\$40.60	\$41.96	\$43.15
Level 7	\$33.83	\$34.63	\$36.54	\$38.43	\$40.33	\$42.22	\$44.13	\$46.02	\$47.55	\$48.92
Level 8	\$37.97	\$38.88	\$41.03	\$43.17	\$45.30	\$47.47	\$49.61	\$51.78	\$53.51	\$55.06
Level 9	\$40.30	\$41.26	\$43.58	\$45.86	\$48.14	\$50.41	\$52.72	\$55.01	\$56.88	\$58.52

## 4% effective 7/1/25

Step	<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>	<u>28</u> <u>Years</u>
	1	2	3	4	5	6	7	8	9	10
Level 1	\$18.66	\$19.07	\$20.08	\$21.07	\$22.08	\$23.06	\$24.03	\$25.04	\$25.83	\$26.54
Level 2	\$21.16	\$21.64	\$22.80	\$23.94	\$25.06	\$26.21	\$27.35	\$28.46	\$29.40	\$30.20
Level 3	\$22.98	\$23.50	\$24.77	\$26.02	\$27.26	\$28.54	\$29.76	\$31.00	\$32.00	\$32.92
Level 4	\$24.82	\$25.40	\$26.77	\$28.11	\$29.47	\$30.79	\$32.14	\$33.50	\$34.63	\$35.61
Level 5	\$28.84	\$29.50	\$31.02	\$32.60	\$34.15	\$35.67	\$37.21	\$38.76	\$40.05	\$41.17
Level 6	\$31.06	\$31.84	\$33.54	\$35.32	\$37.03	\$38.77	\$40.48	\$42.22	\$43.64	\$44.88
Level 7	\$35.18	\$36.02	\$38.00	\$39.97	\$41.94	\$43.91	\$45.90	\$47.86	\$49.45	\$50.88
Level 8	\$39.49	\$40.44	\$42.67	\$44.90	\$47.11	\$49.37	\$51.59	\$53.85	\$55.65	\$57.26
Level 9	\$41.91	\$42.91	\$45.32	\$47.69	\$50.07	\$52.43	\$54.83	\$57.21	\$59.16	\$60.86

# APPENDIX E

## Sidebar Agreements

- E-2: CONVERSION OF STIPEND PAYMENTS FOR SENIOR CITY ELECTRICIAN & SENIOR.  
LINESPERSONS
- E-4: MAYOR'S VOLUNTEER INITIATIVE AGREEMENT
- E-6: RONALD DUMONT – RATE OF PAY
- E-7: RONALD DUMONT – VACATION

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

**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.

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**

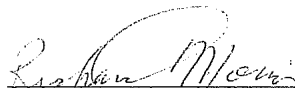
- Clerical help if there was a volunteer clerical pool
- Double check that construction sites have required permits
- Document scanning
- **"Adopt A Lot Tag Team"** – loam, seed parcels identified as needing
- Neighborhood Block Leaders
- Provide assistance at central switchboard

**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-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 Moran*  
Signed (Union President)

*Anthony Paine*  
Signed (Union Representative)

*Edward G. Boudreau*  
Signed (City Administrator)

*Ivan Boudreau*  
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 Perry*  
Signed (Union Representative)

*Edward A. Bault*  
Signed (City Administrator)

*Phil Nadeau*  
Signed (Chief Negotiator)

# APPENDIX F

## INDEX

TITLE	ARTICLE	PAGE
ACCESS	13, Section 3	21
ACCRUAL	10, Section 1	15-16
ACTING PAY	26, Section 2	34
ADMINISTRATION – SICK LEAVE	7, Section 4	11
ADMINISTRATION – WAGES	26, Section 3	34
ALLOWANCE	7, Section 2	11
AMENDMENTS	14, Section 2	22
ANNUAL COMPENSATORY TIME	24, Section 8	29
AUTOMOBILE DAMAGE REIMBURSEMENT	24, Section 9	29
APPENDIX A CLASS GRADE/POSITION		38-39
APPENDIX B TRAINING INCENTIVES		40-41
APPENDIX C-1 WELLNESS PROGRAM		42-48
APPENDIX C-2 SPOUSE WAIVER FORM		49-55
APPENDIX D PAY SCALES		56-59
APPENDIX E SIDE BAR AGREEMENTS		60-72
APPLICATION/INTERPRETATION	14, Section 5	22
BEREAVEMENT LEAVE	8, Section 1	12-13
BUMPING RIGHTS	9, Section 4	14
CALL TIME (non-exempts only)	5, Section 1	9
CELL PHONE STIPENDS	24, Section 10	29-30
CHECK-OFF	2, Section 3	4
CITY INCOME PROTECTION	2, Section 5	5
CIVIC DUTY	8, Section 3	13
COMPENSATORY TIME-OFF (non-exempts only)	4, Section 2	8
COMMERCIAL DRIVER LICENSE (CDL) RENEWAL	24, Section 7	29
COMPLIANCE	14, Section 3	22
CONSECUTIVE HOURS	4, Section 4	9
COVERAGE AFTER USE OF SICK LEAVE	7, Section 7	12
COVERALLS	24, Section 4	28
DENTAL INSURANCE	25, Section 4	33
DISCIPLINE/DISCHARGE	11, Section 1	16-17
DISCRIMINATION	2, Section 6	5
DRIVER’S LICENSE HEARINGS	8, Section 4	13
ELIGIBILITY	7, Section 1	11
ELIGIBILITY REQUIREMENTS	6, Section 2	10
ENFORCEMENT	14, Section 6	23
EXEMPT	4	7-9
EXEMPT EMPLOYEES	1, Section 1	3
EXISTING RULES	14, Section 1	22
FAMILY SICK LEAVE	7, Section 6	12
FLEXIBLE BENEFITS PLAN	25, Section 5	32
GENERAL DECLARATION		2
GENERAL PERSONNEL POLICY	19	24
GRIEVANCES	11, Section 2	17-18
GRIEVANCES & ARBITRATION PROCEDURES	12, Section 1	19

GUIDING PRINCIPLES		1
HEALTH INSURANCE	25, Section 1	30-31
HEALTH SCREENING	5, Section 3	9
HEALTH REIMBURSEMENT ARRANGEMENT	25, Section 6	33
HOLIDAY HOURS FOR OVERTIME PURPOSES	6, Section 5	10
HOLIDAY PAY	6, Section 3	10
HOLIDAY WORK	6, Section 4	10
HOLIDAYS RECOGNIZED & OBSERVED	6, Section 1	9-10
HOURS OF WORK	3	5-7
INDEMNIFICATION (Dues & Fees)	2, Section 7	5
INDEMNIFICATION	22	25
INSURANCES	25	30-33
JOB DESCRIPTION/CLASSIFICATION	26, Section 4	34
JURY DUTY	8, Section 2	13
LAYOFFS, RESTRUCTURING & RECALL	9, Section 5	15
LEAVE OF ABSENCE	25, Section 3	33
MAINTENANCE OF BENEFITS	16	23
MANAGEMENT RIGHTS	1, Section 2	3
MEAL PERIOD	3, Section 6	7
MISCELLANEOUS PAID TIME	5	9
NON-DISCRIMINATION & LEGAL PROTECTION	15	23
NON-EXEMPT	4	7-9
NON-UNION MEMBERSHIP	2, Section 2	4
ON-THE-JOB INJURIES	20	25
OPT-OUT	25, Section 2	32
OTHER AFSCME DEDUCTIONS	2, Section 4	4
OVERTIME	4	7-9
OVERTIME WORK (non-exempts only)	4, Section 3	8
PAID LEAVE/UNPAID LEAVE	8	12-13
PAY PLAN & WAGE SURVEY	26, Section 1	33-34
PAY UPON RETIREMENT	7, Section 3	11
PERSONNEL FILE	11, Section 4	18-19
PHILOSOPHY STATEMENT		1
PLEDGE AGAINST DISCRIMINATION & COERCION	15	23
PROMOTION	9, Section 2	14
PUNCH CLOCK	3, Section 7	7
RAINGEAR	24, Section 2	26-27
RATE OF PAY	4, Section 1	7-8
RECLASSIFICATIONS	26, Section 7	35-36
REGULAR HOURS	3, Section 1	5
REPAIR & REPLACE	24, Section 2	26-27
REQUEST	10, Section 2	16
REST PERIODS	3, Section 5	6-7
RESTORATION	11, Section 3	17
RETIREMENT	18	24
RETROACTIVITY	12, Section 3	20
SAVINGS CLAUSE	28	36
SENIORITY	9	14-15
SENIORITY LIST	9, Section 1	14
SENIORITY (vacation)	10, Section 3	16
SETTLEMENT OF DISPUTES	12	19-20
SEVERANCE PAY	9, Section 6	15

SICK LEAVE	7	11-12
SICK LEAVE INCENTIVE	7, Section 5	11-12
SPECIAL OPERATIONS TEAM	24, Section 6	28
STAND-BY DUTY (non-exempts only)	5, Section 2	9
STATE STATUTE	12, Section 2	20
SUBSTANCE ABUSE POLICY	21	25
SUNDAY DOUBLE TIME	26, Section 6	35
TERMINATION	27	36
TOOL & SPECIAL TRAINING ALLOWANCES	24, Section 5	28
TRAINING	17, Section 1	24
TRAINING & TUITION REIMBURSEMENT	17	24
UNIFORM ISSUES STIPENDS	24, Section 1	26
UNIFORMS – PROTECTIVE CLOTHING STIPENDS	24	26-30
UNIFORMS – CELL PHONE/TOOLS STIPENDS	24, Section 10	29-30
UNION ACTIVITIES	13	20-21
UNION ADMINISTRATION	2	3-5
UNION BUSINESS	13, Section 1	20
UNION MEETINGS & SESSIONS	13, Section 2	20-21
UNION MEMBERSHIP	2, Section 1	3-4
UNION OFFICERS	9, Section 3	14
UNION SPACES	13, Section 4	21
UNPAID LEAVE	8	12-13
UNPAID PERSONAL LEAVE OF ABSENCE	8, Section 1	12-13
VACATIONS	10	15-16
WAGES	26	33-36
WAGE ADJUSTMENTS	26, Section 5	35
WORKFARE	23, Section 1	25
WORK RELATED FOOTWEAR	24, Section 3	27-28
WORK RULES	14	22-23
WORK RULES GRIEVANCES	14, Section 4	22
WORK SHIFT CHANGES	3, Section 4	6
WORK WEEK	3, Section 2	5-6
WORK WEEK & SHIFT DIFFERENTIAL	3, Section 3	6