

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LEWISTON HOUSING AUTHORITY AND

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL

EMPLOYEES (AFSCME) COUNCIL 93 LOCAL 1458

JULY 1, 2021 TO JUNE 30, 2024

TABLE OF CONTENTS

Article 1 - PREAMBLE - NONDISCRIMINATION.....	1
Article 2 - THE BARGAINING UNIT - RECOGNITION.....	1
Article 3 - EMBODIMENT OF AGREEMENT CLAUSE.....	2
Article 4 - ATTENDANCE.....	2
Article 5 - AUTOMOBILES.....	3
Article 6 - BULLETIN BOARDS.....	4
Article 7 - BUSINESS GIFTS.....	4
Article 8 - COMPENSATION AND PAY CHECKS.....	4
Article 9 - COURTESY.....	7
Article 10 – RESERVED FOR FUTURE USE.....	7
Article 11 - CREDIT UNION.....	7
Article 12 - DEMOTION AND SALARY REDUCTION DUE TO ORGANIZATIONALREALIGNMENT..	7
Article 13 - DRESS CODE and UNIFORM CLOTHING.....	8
Article 14 – RESERVED FOR FUTURE USE.....	9
Article 15 - DRUG-FREE WORKPLACE.....	9
Article 16 - EDUCATIONAL ASSISTANCE PROGRAM.....	9
Article 17 - EXIT INTERVIEWS.....	10
Article 18 – RESERVED FOR FUTURE USE.....	10
Article 19 - GARNISHMENTS AND TAX LEVIES.....	10
Article 20 - GRIEVANCES.....	11
Article 21 - HOLIDAYS.....	13
Article 22 - HOURS OF WORK, MEAL BREAKS AND OTHER BREAKS.....	13
Article 23 - INJURIES ON THE JOB.....	14
Article 24 - INSURANCE.....	15
Article 25 - LAYOFFS.....	17
Article 26 - LEAVE OF ABSENCE.....	18
Article 27 - LENGTH OF SERVICE.....	22
Article 28 - LOCKERS (MAINTENANCE DEPARTMENT ONLY).....	23
Article 29 - MANAGEMENT RIGHTS.....	23
Article 30 - RESERVED.....	23
Article 31 - OVERTIME.....	23
Article 32 - PERFORMANCE REVIEWS.....	24
Article 33 - PERSONAL DATA CHANGES.....	24
Article 34 - PRIVACY/PERSONNEL FILE.....	25

Article 35 - PROBATIONARY PERIOD	27
Article 36 - TRANSFERS	27
Article 37 - PROPERTY	28
Article 38 - PUBLIC RELATIONS & COURTESY	28
Article 39 - REHIRE	29
Article 40 - RESPONSIBILITY AND CONDUCT	29
Article 41 - RETIREMENT	30
Article 42 - SAFETY	31
Article 43 - SEXUAL HARASSMENT	31
Article 44 - SICK LEAVE	32
Article 45 - SMOKING.....	33
Article 46 - SNOW DAYS.....	33
Article 47 - STAND-BY STIPEND, "ON CALL" PAY, AND CALL IN PAY.....	34
Article 48 - STRIKES AND SLOWDOWNS PROHIBITED.....	34
Article 49 - SUPERVISOR.....	34
Article 50 - TERMINATION UPON THE EMPLOYEE'S DEATH.....	35
Article 51 - TIME RECORDS	35
Article 52 - TOOLS	35
Article 53 - UNION ACTIVITIES	35
Article 54 - VACATION LEAVE.....	37
Article 55 - WORKERS' COMPENSATION INSURANCE.....	38
Article 56 - TERM AND DURATION OF AGREEMENT.....	38
APPENDIX A - Administrative Pay Plan.....	39
APPENDIX B - Maintenance Pay Plan	45
Notes to Administrative Pay Plan	46

**LEWISTON HOUSING AUTHORITY AND COUNCIL NO. 93 A.F.S.C.M.E., LOCAL
1458 COLLECTIVE BARGAINING CONTRACT FOR 2021-2024**

This Agreement is entered into between the Lewiston Housing Authority, hereinafter referred to as the Authority or Employer, and AFSCME COUNCIL NO. 93, LOCAL 1458, in the State of Maine, affiliated with the AFL-CIO, hereinafter referred to as the Union, to establish the contractually agreed upon wages, hours, and working conditions for public employees of the Authority within the bargaining unit.

Article 1 - PREAMBLE - NONDISCRIMINATION

A. Pursuant to the provisions of the Municipal Public Employees Labor Relations Law, (Chapter 9-A, Title 26, MRSA) the parties hereto have entered into this Agreement in order to establish the wages, hours and other working conditions for employees within the collective bargaining unit to which this agreement applies. The parties agree that the personnel policies of the Authority as from time to time amended shall be applicable to bargaining unit employees subject only to the express written terms of this collective bargaining agreement. In the case of any conflict between those policies and the express written terms of this agreement this agreement shall control.

B. The parties hereby mutually agree that no employee will be discriminated against on the basis of his or her membership, participation, or non-membership or non-participation in the activities of the Union. The parties mutually agree not to interfere with the rights of the employees to become members of the Union or to refrain from doing so and neither party shall interfere, restrain or coerce any employee on the basis of his/her membership or non-membership in the Union.

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

Article 2 - THE BARGAINING UNIT - RECOGNITION

The bargaining unit governed by this Agreement is the following job classifications:

Section 8 Housing Specialist/Inspector, Accountant, Account Clerk, Account Clerk II, Assistant Property Manager, Assistant Property Manager/Resident Services Coordinator, Housing Specialist II, Public Housing Occupancy Specialist, Housing Specialist I, Rental Program Administrative Assistant, E & O Coordinator, Housing Inspector, Services Coordinator – Elderly/Persons with Disabilities, Family Self Sufficiency Coordinator Section 8, Administrative Assistant – Part Time, Resident Services Administrative Assistant, Housekeeper, Work Order/Inventory Clerk, Senior Maintenance Mechanic III, Maintenance Mechanic III, Maintenance Mechanic II, Maintenance Mechanic I, Building Custodian, Building Custodian II, and Maintenance Aide, those employees being referred to in this agreement as “bargaining unit employees” or simply “employees.”

The Employer recognizes the Union as the sole and exclusive bargaining agent for all public employees within the bargaining unit for the purpose of negotiating wages, hours, and other working conditions. By agreement of the parties, the bargaining unit shall also include part time positions regularly working at least a 20 hour per week schedule. The persons holding those part time positions shall be deemed members of the bargaining unit and shall enjoy the benefits and protections provided under this agreement, except that they shall receive no sick leave, vacation leave, health insurance, or any other benefits elsewhere herein provided except only for pro-rated holiday pay based on their hours worked compared to the normal 40 hour work week. The hourly wage for such part time personnel shall be the same as the hourly wage for full time personnel.

The Employer will notify the Union of any proposed new position the Employer intends to create by mailing notice to the union representative at the last known address provided to the Employer. If the Union does not notify the Employer within 15 working days of the giving of such notice that the Union believes the position should be included in the bargaining unit the Union shall be deemed to have waived the right to make such a claim.

Article 3 - EMBODIMENT OF AGREEMENT CLAUSE

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

Article 4 - ATTENDANCE

A. Notification of Absence

In the event of any absence from work, employees are required to notify their Supervisor or Manager immediately upon the opening of business on the day absent. The supervisor or manager must be personally notified by 8:30 a.m. Should one of them not be available, the Executive Director will accept the call. The employee may also leave a message with the answering service provided that the employee leaves a call back number at which the employee can be reached by the supervisor.

B. Absence Due to Illness or Injury

When an absence is due to illness or injury, employees will be paid their basic weekly earnings as provided by the short and long term disability plans under this agreement.

These plans are designed to provide continuation of wages or salary for a reasonable period of time for those employees who are legitimately ill. Payments under the plans shall be made only in accordance with this agreement and the terms of such plans. Payments shall not be made if the

Employee does not meet the requirements for payment set by the disability insurance plans.

C. Occupational Illness or Injury

If the employee is injured on the job or suffers an illness directly related to Authority work, coverage is provided by Worker's Compensation.

D. Medical Statements

The employee must present a written physician's statement when absence is continuous for a period of over three working days. A medical statement may also be requested by the employer when the absence is three days or less at no cost to the employee.

E. Unauthorized Absence

An employee on an unauthorized absence may be terminated after three consecutive working days of such absence. Termination under such circumstances is considered to be initiated by the employee and will be recorded as a voluntary resignation. For this purpose any absence other than for valid use of sick leave or other validly approved leave provided for under this agreement shall be considered unauthorized.

F. Attendance Records

All absences will be recorded by type and pay basis, and periodic reports will be prepared as determined by the Executive Director.

G. Attendance and Lateness

Regular attendance and punctuality by all employees contribute greatly to the efficiency and smooth operation of the Lewiston Housing Authority. We particularly stress the importance of developing good work habits which indicate dependability and add to desirability as an employee. It is essential to have a good attendance record and to be on time for work. When illness or some other reason makes it necessary to be absent as authorized under this agreement, prompt reporting permits the Supervisor to plan accordingly, avoiding possible problems and inconvenience to fellow employees.

H. Family Leave

See Article 26 (E) for family leave.

Article 5 - AUTOMOBILES

A. The Authority currently provides parking facilities on a space available basis at the College, Hillview, Ash Street, and Avon parking lots. Employees may select their own parking spaces on the first-come, first-service basis. The Authority reserves the right to relocate, modify or eliminate parking facilities for employees.

B. The Authority is not responsible for fire, theft, or damage to employees' vehicles or their contents.

C. The "Travel Policies" govern use of automobiles to do Authority work

Article 6 - BULLETIN BOARDS

The main source of employment information on the Authority is one's Supervisor.

Employees should, however, make it a practice to look at the Authority's bulletin board nearest each department. The Authority posts information about work schedules, Authority activities and related subjects on these boards.

Official notices of general interest may also be posted on bulletin boards throughout the office. The Union may post notices of meetings and other notices pertaining to official Union business subject to this Article. The Union can post items only with the approval of the Executive Director.

The Employer shall permit the reasonable use of bulletin boards in each department covered by this Agreement for the posting of non-controversial notices from the Union to its membership. Notices for posting shall be submitted to the Executive Director or his/her designee for approval prior to posting. Such approval shall not be arbitrarily withheld.

Article 7 - BUSINESS GIFTS

The Authority prohibits officers and employees from accepting gifts or gratuities from individuals and firms with which the Authority does business. We believe that acceptance of such gifts is unprofessional, unbusinesslike, and places officers and employees in compromising positions which are not in the best interest of the Authority, its Commissioners, and its employees. It may also violate federal and state law.

It is also against Authority policy to give gifts to clients and customers who do business with us.

Article 8 - COMPENSATION AND PAY CHECKS

A. Non-Exempt Employees

All non-exempt employees are paid on the basis of an hourly rate multiplied by the number of hours worked during a given work week. (The term "weekly compensation," when used in connection with non-exempt employees, describes the employee's gross pay for the regularly scheduled weekly hours of work.) A non-exempt employee shall be paid at 1½ times his or her hourly rate for all hours worked in excess of 8 hours per shift or 40 hours in any work week, provided the Authority reserves the right to change schedules and to adjust hours of work to avoid overtime consistent with the requirements of the Fair Labor Standards Act.

B. Time Worked

The following provisions apply to the calculation of non-exempt employees' hours worked:

1. Lunch or supper periods - Time off for lunch or supper is not to be counted as time worked, unless required by an applicable law.

2. Paid holidays and paid absences - Regularly observed paid holidays and approved paid absences are counted as time worked. Hours of work performed on a regularly paid holiday will also be counted.
3. Rest periods - Rest periods of from five to twenty minutes' duration are counted as time worked.
4. Late arrivals - Tardiness of less than fifteen minutes is not deducted from hours worked, if there is a valid reason. Where tardiness is in excess of fifteen minutes, the total time, including the first fifteen minutes, will be deducted.
5. Early arrivals and late departures - Employees should not arrive at work station or record their time before starting time, and are not to remain on the premises after closing time unless permission has been granted to work overtime.
6. Travel - Time spent in travel between the employee's home and normal work location is not counted as time worked. However, when the employee travels to a special assignment in another city, the time spent traveling in excess of normal commuting time is counted as hours worked. Travel delays caused by outside factors, such as bad weather, shall not be counted as working time.
7. Reporting Pay - An employee who reports for work at the regularly scheduled starting time but is sent home after less than four hours because of no work or circumstances beyond the Authority's control, shall be paid for a minimum of four hours' time unless the individual was previously notified not to report for work. Any hours actually worked prior to the time the employee was sent home shall be counted as hours worked.
8. Exceptions - Any exception to the foregoing practices requested by an employeemust be approved by the Executive Director.

C. Pay Scales - Wages shall be paid according to the pay scales attached hereto. The pay scales will provide for an increase in all hourly rates of pay of three percent (3%) effective July 1, 2021, three percent (3%) effective July 1, 2022, and three percent (3%) effective July 1, 2023. In addition, Employees covered by this agreement will be entitled to longevity pay based upon the following:

1. Employees who have attained five (5) years permanent service, determined by actual anniversary date, shall receive a five dollar (\$5.00) per week longevity bonus commencing the first full pay week after attainment of aforementioned anniversary date.
2. Employees who have attained ten (10) years permanent service, determined by actual anniversary date, shall receive an additional five dollars (\$5.00) per week as a result of which the total payment to the employee will be ten dollars (\$10.00) per week.
3. Employees who have attained fifteen (15) years permanent service, determined by actual anniversary date, shall receive an additional five

dollars (\$5.00) per week as a result of which the total payment to the employee will be fifteen dollars (\$15.00) per week.

4. Employees who have attained twenty (20) years permanent service, determined by actual anniversary date, shall receive an additional five dollars (\$5.00) per week as a result of which the total payment to the employee will be twenty dollars (\$20.00) per week.

D. Advance Payment of Earned Wages and Salaries

Management may in its discretion approve an advance for use during the first month of employment for emergencies that involve death or serious illness in the immediate family of an employee. Approval by the Executive Director is always required. The maximum advance in any situation is one week's gross compensation.

E. Paychecks

Employees are paid using a direct deposit system every Wednesday for the pay period which ended the previous Sunday. If there is a question about work time, salary, or paycheck, the employee should call it to the attention of Payroll Clerk as soon as possible. If an error does occur, the Accounting Department will initiate steps to correct the problem immediately.

1. Final Paycheck for Dismissed Employees

Whenever possible, a final paycheck will be issued to a dismissed employee at the time of dismissal. In any case the Authority will issue such check not later than the time required by law.

2. Final Paycheck for Voluntarily Resigning Employees

The final paycheck for a voluntarily resigning employee will be made available on his next regular payday. In unusual circumstances, a Department Head may make arrangements for earlier payment. Written notice should be submitted by the resigning employee stating the address to which the check should be mailed if the employee will not be available to personally pick up the check.

3. Payroll Deductions

By law, the Authority is required to deduct applicable federal and state withholding taxes, Medicare and garnishments or other lawful levies from an employee's pay. In addition, the following deductions will be made when

required by this collective bargaining contract or authorized by an employee in writing:

- United Way
- Retirement Plan
- Staff Fund
- Credit Union (Lewiston Municipal)
- Group Life Insurance, employee's share
- Group Disability Insurance, employee's share
- Group Health Insurance, employee's share
- Group Dental Insurance, employee's share
- Duly certified and authorized Union dues for those voluntarily joining the Union.

Article 9 - COURTESY

- A. Employees should not work in a manner that obstructs or hinders another employee from completing his or her assigned duties.
- B. Employees should operate in a manner both safe to themselves and their fellow workers.
- C. Personal problems between employees not related to work should not be pursued at work.
- D. All employees leaving the office area for any reason other than lunch must have the permission of their Supervisor who will know why, where, and for how long they will be gone. Employees who work in the office area will also tell the receptionist where they are going and when they expect to return. Returning employees should check in with the receptionist and their Supervisor. Should Supervisors be leaving the work area for any extended period of time, they should tell their subordinates whom to contact in case of emergency.
- E. Purchases by the employee for personal use under an LHA purchase order or account are prohibited.

Article 10 - RESERVED

Article 11 - CREDIT UNION

The employees of the Lewiston Housing Authority may participate in the Lewiston Municipal Federal Credit Union operated under federal law. The Authority is not responsible for money deposited with the Credit Union. Employees wishing information on the Credit Union may inquire through the Accounting Department. Payroll deductions are available.

Article 12 - DEMOTION AND SALARY REDUCTION DUE TO ORGANIZATIONAL REALIGNMENT

If an employee is reassigned to a position at a lower grade due solely to the elimination of the

employee's current position, management will determine the employee's compensation in accordance with the employee's seniority and the degree of responsibilities that may be required to perform the duties of the reassigned position.

Article 13 - DRESS CODE and UNIFORM CLOTHING

A. Although no formal dress code exists, the employer reserves the right to establish such a code if the employer deems it necessary to do so and the Union reserves the right to impact bargain over any such changes. In the absence of such a code, employees should wear articles of clothing suitable to the type of work required and the work environment in which one works. Articles of clothing should be neat, clean, in good taste, and should not constitute a safety hazard. There may be occasions where an employee's job assignment requires more casual or more formal dress and guidance by the supervisor is appropriate in these instances. Interpretation of this standard will be left to the Executive Director or his/her designee.

B. Permanent full-time maintenance personnel shall be required to wear uniforms upon completion of ninety days of employment. The uniforms are rented from a uniform service with LHA paying the full cost of renting 11 sets of uniforms. The uniform shall consist of a work shirt, workpants and jacket. The following foul weather gear will also be issued when needed by the employee:

- RAIN GEAR: One raincoat and
 One pair of bib coveralls.

- SEWER WORK: One pair of thigh length sewer boots.

- SNOW REMOVAL: One snowmobile suit, if needed,
 One pair of insulated gloves, if needed and
 One pair of snowmobile boots, if needed.

All uniforms and foul weather gear issued to employees, except for the rental uniforms, shall remain the property of the Lewiston Housing Authority and, as such, shall remain in the maintenance workshop after daily use and left in good order and condition by employees.

For replacement of uniforms and foul weather gear, employees must return worn clothing to the Maintenance Department for replacements. The determination to renew worn clothing shall be made solely by the Physical Plant Manager. Employees abusing or neglecting LHA clothing shall be subject to disciplinary action. Physical Plant Manager shall facilitate the exchange of worn uniform with the uniform service provider.

Upon termination of employment, any employee who was issued uniforms and foul weather gear shall have the option to return said gear to the Housing Authority or to purchase such clothing at a price to be determined by the Lewiston Housing Authority, after consideration of depreciation.

Effective July 1, 2021, the Employer shall reimburse each Maintenance employee up to Two Hundred Dollars (\$200.00) annually upon presentation of receipt for the purchase of safety footwear that meets ANSI standards for steel or safety toe footwear. The use of sneakers or

sandals is considered unsafe and is prohibited during working hours in the maintenance department.

C. Maintenance employees are required to provide their own hand tools. Employees should report to the manager any employee hand tools damaged (excluding normal wear and tear) in the course of use for Authority approved work assignments for replacement by LHA with equivalent tools, provided that the damage was not due to the willful misconduct or negligence of the employee. Any time that a maintenance employee is in possession of LHA tools it shall be his/her responsibility to have said tools in his/her physical possession or under lock and key.

Article 14 - RESERVED

Article 15 - DRUG-FREE WORKPLACE

This policy of the Lewiston Housing Authority concerning a drug-free workplace is as follows:

A. The unlawful manufacture, distribution, dispensing, possession of and use of a controlled substance is prohibited in the workplace, which shall be defined as all property owned by the Lewiston Housing Authority, and any other locations in which employees are working on Authority business.

B. Because of the dangers of drug abuse in the workplace, which may result in permanent impairment, disability and death, the Lewiston Housing Authority intends to maintain a drug-free workplace at all times.

C. The Lewiston Housing Authority encourages, to the extent permitted under the Maine Municipal Employees Health Trust hospital benefits plan for participating employees and this agreement, the rehabilitation of employees through organized substance abuse programs.

D. The employer may terminate the employment of any employee guilty of drug use or abuse in the workplace or any other failure to abide by this article.

Article 16 - EDUCATIONAL ASSISTANCE PROGRAM

A. It is the policy of the Lewiston Housing Authority to encourage its employees to further their education. This can be attained in two ways: (1) by attending seminars, conventions, or conferences which are designated with specific goals in mind and sponsored by either a housing-related organization, a state university or by the Department of Housing & Urban Development (HUD) or (2) by enrolling in educational programs or courses related to one's job position.

B. Reimbursement for employees taking educational programs or courses can be broken down into two classifications, as follows:

1. Should the LHA require someone to attend seminars, etc., the entire cost will be reimbursed on behalf of the employee.

2. Should the employee request to take a course, the LHA will reimburse a permanent, full-time employee for each credit earned in any single semester to a maximum of three credits. This allows an employee to take one reimbursed course per semester or two courses per year.
3. The course taken must be relevant to the employee's work and shall have been approved in advance, in writing, by the Executive Director. Attendance at all class sessions of vocational courses requested by an Employee and paid for by the Employer shall be mandatory. Failure to attend any or all class sessions without a valid reason shall release the Employer from its obligations to pay for said course and the full cost of the course shall be borne by the Employee.
4. The right to take courses under this Article shall be primarily but not solely determined by seniority of Employees. Employees with less than one full year of employment cannot initiate a request for a course.
5. Should an employee not attain a grade of "C" or better, he or she must pay the full cost of the educational program or courses.

Article 17 - EXIT INTERVIEWS

All terminating employees should check with the Accounting Office before leaving. This will allow the employer to process the necessary paperwork and to explain the termination of benefits. Final Supervisory evaluations, including specific job performance and all notations will be added to personnel file.

Article 18 - RESERVED

Article 19 - GARNISHMENTS AND TAX LEVIES

- A. The Authority will pay from the wages of an employee any amount that is subject to a garnishment order, tax levy, or similar legal process served on the Authority. It is up to the employee to make arrangements for release of the garnishment order and the Authority will have no responsibility for it or for making payments according to the order until notified in writing that the order has been duly terminated by legal process.
- B. When a garnishment or tax levy or similar legal process is served on the Authority, the employee shall be contacted by the Accounting Department or other individual to whom the responsibility has been delegated. The employee can try to make an arrangement with the creditor or tax agency to make direct payments to satisfy the indebtedness. If an agreement is reached, the employee can ask the creditor to issue a written release to the Authority as noted above. However, if no release is received, or if, after receipt of a release the employee reneges on the agreement, the Authority must process the garnishment or tax levy.
- C. Employees whose earnings are garnished or levied may be counseled on the wisdom of managing their personal affairs so as not to involve the Authority. However, no disciplinary

action may be taken because of a garnishment or tax levy.

Article 20 - GRIEVANCES

The purpose of the grievance procedure is to settle grievances (as herein defined) between the Employer and the Union as quickly as practicable. The following procedure shall be strictly followed:

Definitions:

1. A grievance is a complaint or claim that a specific provision or provisions of this Agreement has been breached or improperly applied to a specific individual employee or group of employees. This grievance procedure shall be subject to the limitations expressed herein.
2. A grievant is the employee or the Union making the claim
3. A "party in interest" is the person or persons making a claim, and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. Days shall mean normal working days not to include weekends or holidays.
Working days shall not include week-ends or holidays.

Time Limits. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is the maximum and every effort should be made to expedite the process. Failure of the Union to observe the time limits strictly shall operate as a waiver of the grievance except that the time limits specified may be extended by mutual agreement confirmed in writing. Failure of the Employer to respond within the specified time limits shall mean that the grievance can be appealed to the next step and the specified time limits become applicable.

Procedure. Step 1 – Steward (Union representative) and Department Head. In order for a grievant to have a grievance adjusted, the grievant shall present his or her complaint, in writing, to the Union within seven (7) days after the condition, occurrence, or omission on which the grievance is based has taken place or its discovery or the date when it should reasonably have been discovered, whichever is later. The Union representative shall then take the matter up with the employee's Department Head within five (5) working days following presentation by the grievant. The Department Head shall provide a written reply with ten (10) working days of the later of receipt of the grievance from the Union representative or any meeting held to consider the grievance. Any meeting held to consider the grievance shall not be held later than 10 days following receipt by the Department Head.

Step 2 - Executive Director. If not satisfied with the decision of the Department Head under Step 1, the Union representative shall then take the matter up with the Executive Director within five (5) working days following the Union's receipt of the decision by the Department Head. The Executive Director shall provide a written reply with ten (10) days of the later of

receipt of the grievance from the Union representative or any meeting held to consider the grievance. Any meeting held to consider the grievance shall not be held later than 10 days following receipt by the Executive Director. In the event of a suspension, demotion or dismissal of an employee, the employee shall commence the grievance procedure at the Executive Director level (Step 2).

Step 3 - Authority. The Union may appeal a decision of the Executive Director within ten (10) days from the date of receipt of the decision to the Commissioners of the Authority. All appeals shall be presented in writing and shall include the complete record thus far accumulated plus the reason for forwarding the appeal. The Commissioners of the Authority shall review the materials submitted to them, and they may conduct such investigation of the facts as they determine to be necessary. Such investigation shall be conducted within 20 days of receipt of the grievance. The parties shall establish a mutually convenient date and conduct a hearing in executive session, having given notice thereof to all the parties in interest. The Authority shall render a written decision within thirty (30) days from the date of the hearing. At this level of the proceedings, the Union or Employer may be represented or assisted by any person chosen by the Union or Employer.

Step 4 – Arbitration. In the event that the decision of the Board of Commissioners is not acceptable to the Union, it may within ten (10) days thereafter request that the matter be submitted to arbitration by notifying the Authority in writing.

A. Within seven (7) days of receipt of the Union's written notice of its intent to arbitrate by the Authority the parties shall try to mutually agree upon the name of a single arbitrator. If the parties fail to agree upon an arbitrator, the Union may request the Labor Relations Connection (“LRC”) to assist the parties in the selection of an arbitrator in accordance with the Rules and Procedures of the LRC.

B. The arbitrator shall require the parties to furnish to the other any document or other exhibit that the party intends to offer at the hearing at least ten (10) days before the scheduled hearing date and may exclude from the evidence at the hearing any document that has not been so furnished. Subject to the limits in this article on the authority of the arbitrator, the decision of the arbitrator shall be final and binding on the parties. However, the arbitrator shall be without authority or power to overrule management on any matter reserved to management’s judgment or discretion or any matter reserved to management under this collective bargaining contract, nor to make a decision that requires the commission of an act prohibited by law or which is a violation of the terms of this agreement. In cases of discipline or discharge, the burden shall be on the Authority to prove by a preponderance of the evidence that the misconduct for which the grievant was disciplined in fact occurred. The burden shall then shift to the Union to present any evidence in mitigation or defense. The arbitrator shall sustain the discipline or discharge if the arbitrator finds that the misconduct occurred and shall not change the disciplinary action taken unless the arbitrator finds based upon clear and convincing evidence presented by the Union that the Authority acted arbitrarily and capriciously in taking such action.

C. The parties shall share equally in the filing fees of the LRC. The cost of the services of the arbitrator shall be shared equally by the parties. Each party shall be responsible for the cost of preparing and presenting its own case. The arbitrator shall be requested to render a decision

within thirty (30) days following the hearing. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record and makes such record available to the other party and the arbitrator upon request.

Article 21 - HOLIDAYS

A. Legal Holidays Established - The following days shall be recognized as paid legal holidays for the Lewiston Housing Authority employees. When any of the following holidays falls on Sunday, the following Monday shall be observed as a holiday or when any of the described holidays falls on Saturday, the preceding Friday shall be observed as a holiday and the provisions of this section shall apply. Any other paid days off shall be determined only by the authority of the Board of Commissioners.

- New Year's Day, January 1st
- Martin Luther King's Birthday, 3rd Monday, January
- Presidents Day, 3rd Monday, February
- Patriot's Day, 3rd Monday, April
- Eid al-Fitr, TBD
- Memorial Day, last Monday, May
- Juneteenth, June 19th
- Independence Day, July 4th
- Eid al-Adha, TBD
- Labor Day, 1st Monday, September
- Indigenous Peoples' Day, 2nd Monday, October
- Veteran's Day, November 11th
- Thanksgiving Day, 4th Thursday, November
- Friday after Thanksgiving
- Christmas Day, December 25th

B. Holiday Pay; Exceptions - As a general rule, all permanent, full-time employees shall be allowed holiday pay for the date of every established holiday to the extent of their regular pay. Permanent part-time employees shall be allowed holiday pay proportionate to the hours they are regularly scheduled to work. Holiday pay shall not be allowed if the employee is on a leave of absence without pay, suspension or fails to work the scheduled work day before and after the holiday unless the absence is previously approved by the respective Department Head or otherwise on a non-pay status on the date of the holiday.

C. Holiday Work: All hours paid for a holiday shall be considered as hours worked for the purpose of computing overtime. Employees who work on a holiday shall be compensated at the rate of one and one half (1 ½) times their regular rate of pay over and above their regular holiday pay.

Article 22 - HOURS OF WORK, MEAL BREAKS AND OTHER BREAKS

A. The Authority's work week begins at 12:01 a.m. on Monday of each week and extends through midnight on Sunday of the following week. The most common work week is 40 hours per week from 8:00 a.m. to 5:00 p.m., Monday through Friday, with a one hour lunch period.

Schedule assignments in effect upon the signing of this agreement shall not be changed except by mutual consent of the parties. There are many variations of this schedule, however, based on staffing requirements in each section. Certain types of service are provided around the clock. For that reason, these areas must be staffed at night and on weekends and holidays. All employees' work schedules, customarily forty hours per week, shall provide a ten minute paid rest period during each four-hour work period.

B. The posted starting time is the time an employee is expected to begin working. Regular working hours are 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m., Monday through Friday. Employees are expected to be at their desks and working at 8:00 a.m. Maintenance personnel should spend time at their locker in preparation for work before the starting time. All non-exempt employees are subject to the early arrival - late departure policy set forth in the Compensation Article, Article 8

C. If the work schedule has unusual hours, the employee may be paid a shift differential. Working hours are established and subject to change according to overall needs and the special responsibilities of the section where the employee works. Supervisors will explain the work schedule to each employee.

D. To deal with unexpected workloads, some employees may be on call outside of regular working hours. Assignments and payment for such assignments is addressed in Article 48. Being assigned to an on call schedule may, but does not necessarily, result in overtime pay. The Supervisor schedules off-hours work and time on call.

E. Upon mutual agreement between an employee and the employee's supervisor, an employee may work a flexible schedule different from the normal schedule to accommodate special circumstances, provided, however

1. Flex time will be used only for personal accommodation.
2. Flex time will not be used by the employee to make up lost time.
3. The employer will not use flex time to avoid overtime.
4. Flex time shall not be used solely to change the timing or duration of the lunch period.

F. All employees customarily working forty (40) hours per week shall be granted an unpaid lunch period during each work shift. Whenever possible, the lunch period shall be scheduled near the middle of the shift. An employee may not shorten a work shift by declining to avail himself of the lunch period.

Article 23 - INJURIES ON THE JOB

A. Regardless of the nature or severity, all injuries incurred while on the job, must be reported to the Supervisor and Accounting at once, during the same shift in which the injury occurred. Any employee who fails to report an injury during the shift in which the injury was incurred, is subject to disciplinary action.

B. The Authority insures employees against accidental injuries under the Worker's

Compensation Act of the State of Maine.

- C. In case of serious injury, employees will be sent to the nearest hospital.
- D. An injured employee who is sent home by his or her Supervisor will be paid for the remainder of the workday.
- E. The Authority has the right to select a health care provider to examine the employee consistent with the Worker's Compensation Act.

Article 24 - INSURANCE

A. Disability Insurance

1. The Lewiston Housing Authority currently participates in a disability insurance plan, the cost of which is shared equally by the employer and employee. Non-exempt employees become eligible for participation in the plan on the first of the month following 60 days of employment. The plan includes two policies. A short term policy pays for up to 13 weeks at the rate of 2/3 of the employee's regular weekly pay. A long term policy pays 60% of the employee's monthly salary through age 65. Off-the-job accidents or illnesses only are covered by this insurance.
2. Benefits under the short term and long term disability policy will be paid according to the terms and conditions of the policies obtained to insure these plans and all determinations of disability and benefits shall be made by the insurer without responsibility by the Authority.
3. Disability coverage will terminate on the day following the employee's last pay date from the Lewiston Housing Authority. Employees on an approved medical leave without pay shall continue to have their disability insurance premium paid in part by the Lewiston Housing Authority according to the above formula for a period not to exceed thirty days. Thereafter, the employee may continue to maintain the coverage at the employee's sole cost or until the medical leave ends, or the employee's employment terminates, whichever shall occur first.

B. Health Insurance

1. The Lewiston Housing Authority currently provides Maine Municipal Employees Health Trust PPO-500 Plan health insurance coverage or its equivalent to each permanent full-time employee and his or her eligible dependents. The cost is shared by LHA and the employee. Commencing January 1, 2021, LHA will pay 70% of the total premiums. Employees shall have the option to select instead the Comprehensive Point of Service Plan so long as available from the MMEHT. In either case the Employer contribution will be an amount equal to 70% of the total premium for the applicable coverage under the PPO 500 Plan. The employee will pay the difference between the LHA contribution and the current premium for the coverage and plan selected by the Employee.

In addition, the Employer will establish a health reimbursement arrangement (HRA) and will contribute to it annually on a non-cumulative basis \$1,500 for each employee with single coverage and \$3,000 for each employee with dependent or family coverage to be used to pay for

prescription drug co-pays, deductibles and coinsurance incurred by the employee upon satisfactory verification presented to the Employer's selected third party administrator. Employees must receive compensation from the Lewiston Housing Authority for at least ten days in a month to be entitled to this health insurance coverage or the HRA benefit. For purposes of this section, compensation shall not include monies received for either Worker's Compensation or under the Disability Insurance Plan.

Alternatively, an employee may decline coverage under the health plan and receive a payment in lieu of health insurance of \$600 per month. Employees choosing this option must show proof of health insurance coverage under another qualified insurance plan. Coverages and benefits under the above program may change from time to time. The Executive Director will maintain up-to-date information on all benefits available under such program.

Benefits under the applicable insurance policy will be paid according to the terms and conditions of the policies obtained to insure these plans and all determinations of eligibility and benefits shall be made by the insurer without responsibility by the Authority.

Health insurance coverage will become effective for non-exempt employees on the first day of the month following start of employment, and, for all employees, will terminate at the end of the calendar month which includes the employee's last pay date from the Lewiston Housing Authority. Thereafter, the terminated employee may continue health insurance coverage at his or her sole cost, for the period provided under the federal COBRA law. Employees on an approved medical leave without pay shall continue to have their health insurance paid in part by the Lewiston Housing Authority according to the above for a period not to exceed thirty days.

C. Life Insurance

1. The Lewiston Housing Authority currently provides a life insurance (term coverage) program including an accidental death and dismemberment provision to each permanent full-time employee, the cost of which is shared equally by the employer and employee. Permanent non-exempt employees become eligible for this benefit on the first of the month following sixty (60) days of employment. Coverages and benefits under the above program may change from time to time. The Executive Director will maintain up-to-date information on all benefits available under such program.

2. Benefits under any life insurance policy will be paid according to the terms and conditions of the policies obtained to insure the plan and all determinations of coverage and benefits shall be made by the insurer without responsibility by the Authority.

3. Life insurance coverage will terminate at the end of the calendar month which includes the employee's last pay date from the Lewiston Housing Authority. Employees on an approved medical leave without pay shall continue to have their life insurance paid in part by the Lewiston Housing Authority according to the above formula for a period not to exceed thirty days.

D. Dental Insurance

1. The Lewiston Housing Authority currently provides a dental insurance program through the Maine Municipal Employees Health Trust to each permanent full-time employee and his or her dependents, other than dependents over the age of 19, the cost of which is shared by the employer and employee. Permanent non-exempt employees become eligible for this benefit on the first of the month following the date of hire. LHA will contribute up to an amount equal to the cost of a single plan plus 25% of the cost of upgrading to a family plan. The employee pays the balance of the premium. Coverages and benefits under the above program may change from time to time. The Executive Director will maintain up-to-date information on all benefits available under such program.

2. Benefits under the dental insurance policy will be paid according to the terms and conditions of the policies obtained to insure the plan and all determinations of eligibility and benefits shall be made by the insurer without responsibility by the Authority.

3. Dental insurance coverage will terminate at the end of the calendar month which includes the employee's last pay date from the Lewiston Housing Authority. Employees on an approved medical leave without pay shall continue to have their dental insurance paid in part by the Lewiston Housing Authority according to the above formula for a period not to exceed thirty days.

E. At all times the employer reserves the right to change insurance plans and carriers under any of the benefits listed in this article upon giving written notice to employees at least thirty (30) days before the change, provided that any new plan shall be a plan that provides benefits deemed by the employer to be substantially equal or better benefits to the insured employees. Before making any change the employer will meet and consult (but not negotiate) with the Union.

Article 25 - LAYOFFS

A. Any employee of the Lewiston Housing Authority may be laid off by the Executive Director under conditions including, but not limited to, financial limitations and lack of work. Layoffs shall be in inverse order of length of service within the class or grade of position, as may be applicable, within the employee's respective department. An exception to this rule of seniority for layoffs may be made in special circumstances where it is deemed by the Executive Director, after consultation with the Board of Commissioners, to be in the best interest of the Lewiston Housing Authority to retain an employee who would otherwise be scheduled for layoff. In such circumstances, an employee with greater seniority may be laid off before an employee with less seniority. An employee laid off shall remain on the lay-off list for a thirteen month period. At the end of such thirteen month period, all employees shall be purged from the lay-off list and be considered terminated, if not recalled and reinstated by that time.

B. In lieu of layoff, an employee may elect to be demoted to a lower job classification within his or her department or organization for which he or she is qualified. Demotion will occur only if a job in a lower classification is available at the time of the layoff. The Executive Director shall be solely responsible for determining whether or not an employee is reasonably qualified for performing such a lower classified job.

C. No permanent full-time employee shall be laid off except upon written notice from the Executive Director given not less than two weeks before the effective date of the layoff, or a combination of days' notice and complementary pay equal to a total of two weeks' employment, or two weeks' pay with immediate layoff. Such notice shall be sent to the last address on record with the Authority.

D. The Authority may rely on its records for the last address of a laid off employee and may remove from the recall list a senior employee who does not respond to a recall notice within ten (10) working days of documented mailing of notice . A copy of any recall notification sent shall be provided to the Union at the time the notice is sent. An employee who is recalled during a layoff must return to work within ten working days. Failure to respond as required or failure to return to work as required without just cause shall operate as a waiver of all recall rights.

Article 26 - LEAVE OF ABSENCE

A. Under certain conditions, an employee may be granted unpaid time off from work for disability, personal reasons, or to enter military service. These necessary and valid reasons for absence will not result in termination of credited service. If the employee is going to be absent for more than three days, the employee should contact his or her Supervisor and provide appropriate documents to request an approved leave of absence.

B. Unless the employee has prior written approval, the employee must not work for pay during a leave of absence. If such work is required or requested, it must be clearly stated in the leave request.

C. Employees will schedule personal appointments outside of working hours. It is recognized, however, that occasionally outside commitments such as legal or school appointments will necessarily conflict with working time. Based on the individual circumstances, Department Heads may in their discretion approve such absences when operational needs permit, with pay charged to earned paid time off of the employee.

D. Leave of Absence with Pay

Upon approval of the Executive Director, special leave with pay shall be granted to permanent employees, as follows:

1. Jury/Witness Duty Pay - A leave of absence with pay shall be granted to an employee called for jury duty or as a witness to a case (wherein the employee is not a plaintiff or defendant in the case). The Lewiston Housing Authority will pay the difference between the juror's pay or the witness fee and the employee's regular rate of pay for the period of jury service or witness appearance. An employee required to report for jury duty or as a witness, but then not detained by the Court, shall immediately return to his or her regular employment with the Lewiston Housing Authority. 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 Employer the per diem upon receipt.

2. Bereavement Leave - An employee who suffers the loss of a spouse, parent, step-parent, child, step-child, brother, step-brother, sister, step-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, or grandchild shall be allowed the regular rate of pay for the scheduled hours missed up to five days, not beyond the day of interment, attending the funeral and handling the necessary arrangements. Such days need not be consecutive. Additional time charged to the employee's sick leave may be granted by the Executive Director.

3. Special Meetings and Examinations - Whenever it is deemed to be in the best interest of the Lewiston Housing Authority, an employee may be granted time off with pay to attend professional seminars, institutes, or conferences or other similar meetings. In all cases, such leaves shall require prior approval by the Executive Director. Such leave shall not arbitrarily be denied.

E. Family Medical Leave

The Authority will provide leave as required by Maine law, including but not limited to the definitions provided by Maine law.

1. Amount of leave

Every employee who has been employed by the Authority for 12 consecutive months is entitled to up to 10 work weeks of family medical leave in any 2 years unless employed at a permanent work site with fewer than 15 employees. The following conditions apply to family medical leave:

- (a) The employee must give at least 30 days' notice of the intended date upon which family medical leave will commence and terminate, unless prevented by medical emergency from giving that notice;
- (b) The Authority may require certification from a physician to verify the amount of leave requested by the employee, except that an employee who in good faith relies on treatment by prayer or spiritual means, in accordance with the tenets and practice of a recognized church or religious denomination, may submit certification from an accredited practitioner of those healing methods.

2. Paid and unpaid leave

Family medical leave granted under this article shall be paid leave charged against (1) sick leave, (2) vacation time, and (3) other paid leave for which the employee is eligible, in that order, until the employee has been paid by LHA for a minimum of ten days in a calendar month. Family medical leave after ten days in a calendar month may, at the option of the employee, be unpaid. Family medical leave after all paid leave is exhausted shall be unpaid.

Maintenance of Employee Benefits - During any family medical leave taken under this article, the Authority shall make it possible for employees who have exhausted their benefits to continue their employee benefits at the employee's expense.

3. What leave can be used for

Family medical leave means leave requested by an employee for:

- a. The serious health condition of the employee;
- b. The birth of the employee's child or the employee's domestic partner's child;
- c. The placement of a child 16 years of age or less with the employee or with the employee's domestic partner in connection with the adoption of the child by the employee or the employee's domestic partner;
- d. A child, domestic partner's child, parent, domestic partner, sibling or spouse with a serious health condition;
- e. The donation of an organ of that employee for a human organ transplant; or
- f. The death or serious health condition of the employee's spouse, domestic partner, parent, sibling or child if the spouse, domestic partner, parent, sibling or child as a member of the state military forces, as defined in Title 37-B, section 102, or the United States Armed Forces, including the National Guard and Reserves, dies or incurs a serious health condition while on active duty.

4. Restoration

Any employee who exercises the right to family medical leave under this collective bargaining agreement, upon expiration of the leave, is entitled to be restored to the position held by the employee when the leave commenced or to a position with equivalent seniority status, employee benefits, pay and other terms and conditions of employment. This subsection does not apply if the employee is not restored as provided in this collective bargaining agreement because of conditions unrelated to the employee's exercise of rights under this collective bargaining agreement.

F. Parental Leave

Every full-time employee who becomes a parent (either by birth or adoption) is entitled to four weeks of paid leave for the purpose of childbirth/childcare, to run concurrently with any available Family Medical Leave. Such leave shall commence and be completed within twelve months of the arrival of the child (or at such earlier time as may be decided upon by the employee with medical advice), although such leave need not be taken in consecutive weeks.

G. Military Service

A permanent employee who leaves the Authority to serve in the Armed Forces of the United States will be granted a "Military Service Leave of Absence", so long as the following conditions are met:

1. Conditions of Leave - The employee's intention of entering the military must be communicated to the Authority in writing prior to the start of the leave. Military service may not exceed four years, plus any additional period imposed by law.

2. The employee must be discharged or released from service under conditions which qualify the individual for reemployment under the law.
3. Application for reinstatement must be made within ninety days from the date of discharge or release from active military service, or the date of discharge or release from a period of hospitalization continuing not more than one year following release from the military.
4. The employee may not have served any period of voluntary reenlistment.
5. Reinstatement Rights - A permanent employee who qualifies for reinstatement by meeting the above conditions is guaranteed reinstatement:
 - (a) To his or her former position if qualified to perform the duties of that position, or to a position of the same status and pay; or if this is not possible,
 - (b) To another position for which his or her ability qualifies him or her at the same location or some other authority location and
 - (c) If he or she is not qualified to perform the duties of the former position, or is otherwise handicapped by reasons of disability sustained during military service, but is qualified to perform the duties of other positions, he/she shall be placed in other positions which provide similar pay or status or the nearest approximation thereof, consistent with the circumstances at the time of reinstatement; unless, the Authority's circumstances have so changed as to make it impossible or unreasonable to provide a position.
6. Legal Requirements - The foregoing provisions of the Authority's "Military Leave of Absence Practice" are designed to meet the requirements of federal law. If the applicable law is changed, authority practice will be modified to meet the changed requirements.
7. Cumulative Service - Absence during military leave is credited as active and cumulative service for all Authority benefits, provided the employee qualifies for reinstatement and is reinstated in accordance with the foregoing procedures.
8. Other Military Absences - Employees who are required to take any military tests must present their orders to the Supervisor and arrange for necessary time off. Such absence will be paid without being charged against absence allowances. The spouse, registered domestic partner, or parent of a person on active military duty may also qualify for leave during the fifteen (15) days immediately before and the fifteen (15) days immediately after any period during which the person is deployed on active duty status.
9. National Guard and Other Armed Forces Reserve Training - An employee who is an active member in the National Guard or in one of the United States military reserve components

shall be granted a leave of absence with pay whenever he is required to perform field duty or attend training sessions. Such leave with pay shall not exceed two work weeks in any one calendar year. The Lewiston Housing Authority will pay only the difference between the per diem received from the military, including subsistence and quarters allowance, and the employee's regular rate of pay. Conversely, the employee shall be entitled to keep any amount received from the military that exceeds his regular rate of pay. Should the employee decide to utilize part or all of his vacation time accrued during said weeks of military service, he shall receive, in addition to the military pay received (including any difference from the Lewiston Housing Authority), vacation pay not to exceed his total accrual. The employee shall notify his Department Head within forty-eight hours after being notified by the appropriate military authority, of the dates he will be absent from his employment.

H. Leave of Absence without Pay

Any permanent employee of the Lewiston Housing Authority who has exhausted all available paid leave time may be granted a leave of absence without pay in the discretion of the Executive Director upon recommendation of the applicable Department Head. Such leave of absence without pay shall only be granted when it appears to be in the best interest of the Lewiston Housing Authority. The Executive Director shall consider the employee's past record, the purpose for which the leave is requested and the operational needs of the Authority among other factors. During such leave period, all insurance and other fringe benefits otherwise available to the employee shall cease. Leave without pay or benefits shall not exceed one (1) year and shall be granted only when it appears that the best interests of the Authority shall be served. Neither employee benefits nor seniority shall accrue during a leave of absence.

Article 27 - LENGTH OF SERVICE

A. When the employee has successfully completed the probationary period of six months and has become a public employee under the law, he or she will be granted credit in the job classification retroactive to the date of hire. If the employee is terminated for any reason such as those shown below, the employee will lose all service which has accumulated. Where there is a break in service, the effective date of such break will be the last day worked, except with respect to the retirement plan, the terms of which govern breaks in service under that plan.

If subsequently rehired within thirty days, the employee's seniority will be restored; if after thirty days, he or she will start employment as a new probationary employee. Under the provisions of the retirement plan, prior credited service for plan purposes will be governed by the terms of the plan.

B. Reasons for loss of seniority due to a break in service shall include the following circumstances:

1. Quit.
2. Discharge for cause.
3. Separation during or at the end of the probationary period, except if laid off during that period and returned to work within five working days.
4. If the employee has three months or more of service and is laid off for a period

exceeding thirteen months.

5. Absence without authorization or notification for three consecutive working days; or, if the employee remains away from work for a period of more than seven consecutive calendar days without an approved leave of absence.
6. Engaging in gainful employment (unless authorized) during a leave of absence.
7. Failure to answer recall notification by the Authority according to Article 25.
8. Refusal to accept or perform work available of a job classification similar in nature and pay to present job classification.

C. The Employer shall prepare a seniority roster each calendar year of the Agreement and shall post on bulletin boards within the workplace areas of the Employer copies of such roster.

This roster shall be considered as final during each calendar year if it is unchallenged by the Union within fifteen (15) days after it is posted. The seniority roster will be prepared within forty-five (45) days of the annual anniversary date of this agreement.

Article 28 - LOCKERS (MAINTENANCE DEPARTMENT ONLY)

A. Lockers will be assigned by Department Heads or their designated representatives with priority for space given to an employee required to wear a uniform. Employees are expected to use only lockers assigned to them.

B. The Authority will not be responsible for employees' property stored in lockers or locker rooms.

C. Each employee is responsible for maintaining a clean, orderly locker. Lockers may be checked for purposes of safety and sanitation at the discretion of the Supervisor, with or without advance notice to the employee. Lockers are and remain the property of the Authority and employees are not entitled to expect privacy of the contents of their assigned lockers.

Article 29 - MANAGEMENT RIGHTS

Except as otherwise expressly provided in this Agreement, the operation and management of the affairs and services of the Authority, the supervision and direction of all employees, and any and all other management rights and prerogatives are reserved by and vested exclusively in the Authority and its agents. Notwithstanding anything in this Agreement to the contrary, the Employer may take any action or may refrain from any action as reasonably believed by the Employer necessary to comply with the laws of the United States or of the State of Maine from time relating to the Authority or to employment after giving notice to the Union.

Article 30 - RESERVED

Article 31 - OVERTIME

A. When work schedules require overtime in a given job classification, the Authority will first endeavor to offer the work to those who are performing the same or similar work, and who desire the overtime. If no one wishes to work overtime, or in cases in which the Authority needs to

assign the work without taking the time to offer it to all potentially qualified personnel, the case of an emergency the Authority can require those employees performing the same or similar duties to work overtime. The Authority will make a reasonable effort to distribute overtime as fairly as possible among the employees performing the same or similar work in the department and shift. If questions arise about the distribution of overtime, the employee should talk to his or her supervisor.

B. Under normal conditions, daily overtime assignments will be made whenever possible by the Supervisor before the employee's lunch period (dinner period for night shift), and on the Friday before weekend overtime is to be worked. In emergency situations or times of need, these scheduling times may have to be bypassed.

C. Paid time off for holidays, vacations, and sick leave is counted as time worked for computing overtime. All other time off, with or without pay, is treated as time not worked for purposes of calculating overtime.

D. Compensatory Time Off:

An employee who works more than eight (8) hours in a day may, with the approval of management, elect to take compensatory time off within the same pay period. One hour of time off will be granted for each hour beyond eight in a single day that the employee worked.

E. Consecutive Hours:

No employee shall be required to work more than sixteen (16) consecutive hours except in cases of declared emergency.

Article 32 - PERFORMANCE REVIEWS

A. Employees may be evaluated annually, provided evaluations are done consistently within departments.

B. The primary purpose of the evaluation is to indicate to the employee any weaknesses in performance and to provide the employee with an opportunity to learn how to improve his or her work. Evaluations shall be discussed directly with the employee and signed by both the Supervisor and the employee. The employer may provide an improvement plan to employees whose evaluations identify weaknesses in performance.

C. The employee's signature on said evaluation does not indicate his/her agreement with the evaluation. If the employee disagrees with the evaluation he/she may submit a written rebuttal which shall be attached to the evaluation.

Article 33 - PERSONAL DATA CHANGES

A. Employee personnel records, as required by law and deemed essential for efficient operations, will be maintained by the Authority. Employees are requested to report promptly

changes in status as listed below to their Department Head, Supervisor or the Accounting Department:

- Name
- Address
- Telephone Number
- Marital Status (Necessary only if participating in insurance program or for leave purposes)
- Name, birth date, relationship and total number of dependents (Necessary only for insurance purposes or leave purposes)
- Formal education, courses completed and other training or skills acquired
- Selective Service Status
- Person(s) to notify in case of emergency
- Retirement Plan Beneficiary and
- Health and Dental Plan elections

Absent written consent, only an employee's name and work cell phone will be shared with other employees.

B. Department Heads and Supervisors are responsible for forwarding any of the above information received by them to the Accounting Department.

C. Procedure

1. Changes in status, except those involving change in beneficiary, are to be reported and sent to the Accounting Department for processing.
2. An employee must personally come to the Accounting Department to make a change in beneficiary for the Retirement Plan.

Article 34 - PRIVACY/PERSONNEL FILE

A. The Authority recognizes the individual employee's rights to privacy herein described. The individual interest in privacy does not, however, extend to a right to privacy to conceal misconduct or violations of rules. Generally the Authority will conduct its operations as follows:

1. The Authority will request only that information required for business or legal purposes.
2. The Authority will protect the confidentiality of all personal information in its records.
3. The Authority will limit the availability of personal information to those Authority officials with a business "need-to-know."
4. The Authority will refuse to release information to outside sources without the employee's written approval, or legal authorization or requirement to do so.

5. The Authority will require each employee involved in record keeping to adhere to these policies and practices, and violations will result in disciplinary action.
6. Medical information about an employee shall be part of the employee's personnel file that is available for them to review and that is protected by law. Medical information shall, however, be kept in a file separate from all other personnel file information and shall be kept in a locked file or cabinet.

Only the Controller and Assistant Controller will have access to such information; others shall have access only on a need-to-know basis. Thus, in limited circumstances, such medical information may be shared with: supervisors and managers who need to know about an employee's work restrictions and necessary accommodations; first aid and safety personnel if an employee's disability might require emergency treatment or special procedures; and government officials investigating compliance with the law. Supervisors and managers shall not be provided copies of any medical documents but shall be informed only orally and trained to keep any such medical information confidential.

7. Each employee has the right to access to personal information about the employee contained in Authority records and to correct inaccurate information or express disagreement with material contained therein.

B. Collecting and Retaining Personal Information

Appropriate information for employee personnel files will include:

1. Application forms, reference checklists and forms, interviewers' reports and test results.
2. Letters of commendation.
3. Written performance evaluations.
4. Notices of suspension, disciplinary action or termination.
5. Attendance records, including leaves of absence.

C. Inappropriate Personal Information

The Authority will not collect or retain the following information in personnel files:

1. Lists of hobbies and outside activities.
2. Marriage certificates, birth certificates or other documents for which the Authority has no need.
3. Information on an employee's creditworthiness and financial standing.

D. Review of Records

The Lewiston Housing Authority will review each employee's file before each performance evaluation and at other times as deemed necessary or advisable by management.

E. Employee Access

An employee may examine the employee's personnel file. An employee has the right to ask for a deletion or write a statement of disagreement with any item in the file in the presence of a personnel representative. A request that matter be deleted will be considered but is not binding on management. However, the employee may not remove any item from the file.

F. Disclosure of Employee Information

1. All requests for information about a current, retired or terminated employee must be referred to Accounting. The Controller may disclose to prospective employers dates of employment, final title or position and job location only. With the employee's permission, the Controller may give a five-year employment and salary history.

2. Information will also be given in response to duly authorized requests from law enforcement agencies, or in response to legal process including summonses, subpoenas and judicial orders. The Authority need not inform an employee that personal information has been disclosed to law enforcement agencies if it concerns an investigation into the employee's on-the-job conduct. Nothing in this agreement shall be interpreted or applied, however, to limit the Authority's access to information or records concerning employee performance or conduct that the Authority deems necessary to carrying out the supervision or discipline of employees.

Article 35 - PROBATIONARY PERIOD

A. All persons appointed or promoted to any position by the Authority shall serve in such position on a probationary basis for the first six (6) months. Newly hired employees shall not be considered public employees during their first six (6) months of employment and are not entitled to any rights under this agreement or to enforce the terms and conditions of this agreement in their own behalf.

B. During the probationary period, new employees may be terminated without cause by the immediate Supervisor or Department Head. Employees who have successfully completed their probationary period shall be considered permanent employees and may be terminated only with cause.

Article 36 - TRANSFERS

A. Employees may be permitted to transfer from one job to another or from one department to another within the Authority in the discretion of management when there is a vacancy. The Employee shall suffer no loss; including wages and seniority; because of an involuntary transfer.

B. The Authority reserves the right to transfer its employees from one job to another, or one department to another, according to need or for other reasons deemed sufficient by management. If employees refuse to be transferred, and there is no work for them in their current positions, they may be subject to termination.

C. Temporary Assignments:

The Union agrees that the Employer may, in good faith make temporary job assignments to employees of not more than fifteen (15) consecutive days' duration which would be considered outside the general scope of the employee's job classification.

When an employee is assigned to work in a higher classification for more than fifteen consecutive days he/she shall receive the higher classification pay commencing on the sixteenth day.

Article 37 - PROPERTY

A. Care of Authority Property

1. An employee is expected to exercise due care in his use of Authority property and to utilize such property only for authorized purposes. Negligence in the care and use of Authority property may be considered cause for discipline including suspension or dismissal.

2. Unauthorized removal of Authority property from the premises or its conversion to personal use will be considered cause for discipline including suspension or dismissal.

B. Return of Authority Property - Authority property issued to an employee must be returned to the Authority in good condition at the time he or she terminates employment or when it is requested by his Department Head or designated representative.

Article 38 - PUBLIC RELATIONS & COURTESY

The individual must always maintain a clear distinction in public expression, whether written or oral, between an individual viewpoint and that of the Authority. An employee may not use the LHA letterhead for correspondence outside of the Authority, expressing a personal conclusion or point of view.

A. On the telephone, Employees should discuss all matters with the same courtesy that they would appreciate, and treat every call as if it were extremely important.

B. Employees should answer all calls promptly, use proper identification, make inquiries tactfully, give their undivided attention to the call, avoid unnecessarily long conversations, and treat the telephone as a valuable business tool.

C. Personal calls, both incoming and outgoing, are discouraged.

D. Personal calls that must be made or received during business hours must be held to a minimum, and must not interfere with the employee's work. Employees should make such calls during their breaks or lunchtime. Where a long-distance call must be made in an emergency situation, the call must be billed to the caller's home phone number.

E. Personal use of cellular phones provided by LHA is prohibited and business use of such phones should be restricted to the minimum necessary.

Article 39 - REHIRE

When an employee is rehired after resignation (*i.e.*, voluntary termination of employment), the rehire date will be used as the basis for determining eligibility for employee benefit entitlement, except where termination of employee benefits has not yet taken effect.

Article 40 - RESPONSIBILITY AND CONDUCT

A. It shall be the prerogative of employer to administer discipline with consideration to progressive discipline guidelines, and according to the severity of the violation or infraction, however, the severity of the discipline shall not be arbitrary or capricious. Measures of discipline may include:

- Verbal warning/reprimand
- Written reprimand
- Suspension and/or other disciplinary action
- Discharge

B. No employee shall be disciplined in writing, suspended without pay, or discharged from employment without just cause.

C. 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.

D. If the Union or the employee considers that the discharge is without cause, it/s/he shall notify the Executive Director of such within seven (7) calendar days, excluding holidays, in accordance with the grievance procedure provided herein and may initiate a grievance at step 2 of the procedure.

E. If an employee is reassigned to a position at a lower grade due to poor performance in the current position, the employee's salary or wages may be reduced to an appropriate level by the employer. This will be accomplished by management's reviewing the employee's seniority and the appropriate range within the Authority's pay plan that the employee would fall under at the time of the demotion. At no time may an employee who has been demoted receive below the minimum pay established for the position to which he or she is being demoted. Notwithstanding any other provision of this contract, any employee who is evaluated as being unsatisfactory in the performance of his or her job in two or more consecutive evaluations (subject to the evaluation requirements of Article 32) shall be subject to discharge by the Executive Director without

further remedial action or lesser discipline.

F. Without limiting the generality of this Article, an employee may be suspended from duty without pay for a period for disciplinary reasons, or pending investigation of criminal or administrative charges where in the judgment of management the presence of the employee at work constitutes a hazard either to the Authority or to himself. If an investigation does not bear out the charges and the employee is retained, he or she shall be paid for the period of any unpaid suspension.

G. In addition to the foregoing, if an employee shall be ill or disabled or otherwise unable to report to work for twelve (12) months or longer and such illness or disability is not job related, the employee's employment shall automatically terminate.

Article 41 - RETIREMENT

A. The Authority's current retirement plans state the conditions under which an employee can retire and collect benefits. The following are examples of potentially eligible retirement requests:

- Total disability whether work related or not.
- Attainment of age 60.
- Completion of 25 years of service prior to the attainment of age 60.

B. Maine State Retirement System

The Lewiston Housing Authority currently participates in the Public Employees Retirement System (PERS) in lieu of Social Security. The Lewiston Housing Authority shall continue to participate in the Maine Public Employees Retirement System (Maine PERS) Regular Plan, Rule 94-411, Chapter 803, Section 7, Paragraph A (Regular Benefit Plan AC). The Authority and the employee will each make their respective contributions to the plan as required by Maine PERS.

C. ICMA Retirement Corporation 401(a) Plan

Permanent full time employees currently may participate in the ICMA Retirement Corporation 401(a) Plan after one year of service. This plan is a defined contribution plan and is funded 100% by employer contributions.

D. ICMA Retirement Corporation 457 Plan

Permanent full time employees may currently participate in the ICMA Retirement Corporation 457 Deferred Compensation Plan. The plan permits employees to defer a portion of their salary until future years. All amounts of compensation deferred under the plan are held in trust for the exclusive benefit of plan participants and their beneficiaries.

Article 42 - SAFETY

- A. Employees must be safety-conscious and assist management in finding conditions in Authority buildings, offices, or grounds which might cause an accident. Report any unsafe conditions or injury received while at work, even though very slight, to your Supervisor.
- B. As a general rule, in a tenant's absence or if the employee should feel uncomfortable, entry into a tenant's apartment should be accomplished utilizing two (2) Authority employees and an entry slip left for the tenant.
- C. Each piece of safety equipment assigned to the employee shall be worn as may be required by the employee's Supervisor or Department Head. Failure to comply with such requirement will be cause for disciplinary action. Employees should call to the attention of their supervisor any unsafe or dangerous condition or equipment.

Article 43 - SEXUAL HARASSMENT

- A. It is policy of the Lewiston Housing Authority that no employee be harassed by another employee or supervisor on the basis of sex and that no personnel action be taken affecting any employee (either favorably or unfavorably) on the basis of sex. Such prohibited conduct includes submitting to sexual advances, refusing to submit to sexual advances, protesting sexual overtures, or raising a complaint concerning the alleged violation of this policy. It is also the policy of the Lewiston Housing Authority that no tenant ever be sexually harassed by an employee of the Lewiston Housing Authority.
- B. No employee shall be subjected to any express or implied demand for sexual favors that is accompanied by a promise of favorable job treatment or a threat concerning the employee's employment, job assignment, wages, promotion, or on any other conditions of employment of future job opportunities.
- C. Behavior prohibited under this article includes but is not limited to behavior that is not welcomed by the employee and is personally offensive, sexual flirtations, advances, or propositions, verbal abuse of a sexual nature, sexually related comments and joking, graphic, or degrading comments about an employee's appearance or the display of sexually suggestive objects or pictures, and any uninvited physical contact or touching, such as patting, pinching or repeated brushing against another's body. Sexual harassment does not refer to occasional compliments of a socially acceptable nature or welcome social relationships.
- D. Violations of this article will not be permitted. Any employee who violates this article will be subject to discipline up to and including discharge.
- E. Any employee who feels that he or she is a victim of sexual harassment should immediately report the matter to the Executive Director. The matter will be thoroughly investigated. No employee shall be retaliated against or subjected to any penalty or disadvantage for the reporting of such matters under this Article. If an employee brings a matter to the Executive Director and does not believe the situation has been satisfactorily resolved, the employee may then bring her or his complaint to the Chairperson of the Lewiston Housing Authority.

Article 44 - SICK LEAVE

A. Accumulation

Permanent full time employees shall accrue paid sick leave at the rate of one day per month for a total of twelve days per year. A maximum of 120 days of sick leave may be accrued. All employees are not paid for sick leave taken during their first thirty days of employment; however, they will accumulate leave during this period. Employees must receive compensation from the LHA for at least ten days in a month to accumulate sick leave. For purposes of this section, compensation shall not include monies received for either Worker's Compensation or the Disability Insurance Plan.

B. Use of Sick Leave

The first 40 hours of paid leave under this contract may be used in accordance with and subject to 26 M.R.S.A. §637.

Sick leave otherwise may be taken by an employee contracting or incurring any non-service connected sickness or disability, including pregnancy, which renders such employee unable to perform the duties of his employment to the extent of his accrued sick leave. Sick leave may also be used to care for a sick child, parent, spouse or registered domestic partner up to a total of five (5) sick days per year.

In addition, the employee must:

1. Notify the Supervisor in advance of the employee's reporting time daily.
2. Keep the Supervisor fully informed of the employee's expected date of return.

In the case of a service connected sickness or disability compensable through Worker's Compensation, the employee shall be entitled to the difference in sick leave between the employee's usual gross weekly salary reduced by the amount of Worker's Compensation payments.

C. Computation of Sick Leave

One day of sick leave shall be charged against an employee for each standard work day or shift such employee is absent from duty for the reasons stated above.

D. Sick Leave Requests

In such cases, requests for sick leave shall be made to the employee's immediate Supervisor or Department Head promptly. Proof of illness or disability may be required at any time by the Department Head. The employee shall submit a physician's certificate stating the nature of the illness or disability, treatment and the probable date the employee will be fit to return to work. The LHA reserves the right to request an independent examination by a physician of its choice, the cost to be borne by the employer.

E. Entitlement upon Separation or Retirement

Employees will be paid for 50% of unused sick leave upon retirement. For this purpose “retirement” means only separation from employment followed by the commencement of payment to the employee of retirement benefits under any plan described in Article 44. Sick leave accumulation shall be forfeited upon separation from the LHA for reasons other than such retirement. There shall be no continuing right for such accrued sick leave in the event an employee returns to LHA employment unless the employee returns within thirty days.

F. Abuse of Sick Leave

Use of sick leave on false claims of sickness or disability or falsification of proof to justify such sick leave shall be cause for dismissal or any other disciplinary action deemed appropriate by the Executive Director. Sick leave shall be considered a privilege and, unlike vacation leave, may not be used for any other purpose except those specifically permitted under this collective bargaining contract.

G. Donation of Sick Leave to Another Employee

An employee, during the course of his or her employment with LHA, may donate a total of up to fifteen (15) days accumulated sick time to other employees. A donation may only be made to an employee with a serious or extended illness, as determined by the Executive Director. No sick time may be donated by an employee who has given notice of resignation.

Article 45 - SMOKING

Smoking is prohibited in apartments and in all buildings, including common areas, vehicles owned by Lewiston Housing, and on exterior grounds within 25 feet of a building, including any common entrances. For purposes of this policy, smoking includes the use of lit tobacco products such as cigarettes, cigars, and pipes, as well as waterpipe tobacco smoking and electronic delivery systems such as e-cigarettes or vaping devices.

Article 46 - SNOW DAYS

A. If the LHA opens and closes early because of the weather, all non-exempt employees who reported for work will be paid for a full normal work day at each employee’s hourly rate. Non-exempt Employees who do not come in will not be paid nor will vacation time be utilized to compensate for lost time.

B. If the LHA is closed before the start of the shift, all non-exempt employees will be paid for a full normal work day at each employee’s straight-time hourly rate. All employees are urged to make every possible effort to get to work. Maintenance employees are required to work as snow removal is a part of their job description. If the offices are closed for a snow day and the administrative and clerical staff is paid for the period of the closure while the maintenance employees work, then the maintenance employees who worked will be given an equal amount of time off with pay at a later date schedule with the approval of management.

Article 47 - STAND-BY STIPEND, "ON CALL" PAY, AND CALL IN PAY

A. Whenever the Manager of Physical Plant or the manager's designee determines that an employee shall be "on call" on a weekly basis such employee shall be paid the "on call" stipend provided in paragraph B for each such week. The Manager of Physical Plant or his designee shall determine which employees shall carry pagers or cell phones for the purpose of responding to call outs after normal work hours. An "on call" week shall commence on Friday at 07:30 a.m. and end the following Friday at 07:29 a.m.

B. Employees assigned to be "on call" shall be paid a weekly stipend of One Hundred Twenty-Five dollars (\$125.00). Should a holiday fall within such a week the employee shall be paid One Hundred Seventy-five dollars (\$175.00) for the week within which the holiday falls. Employees who respond to a call on a holiday shall suffer no loss of on call pay and shall be paid for all hours actually worked when on call at the appropriate overtime rate.

In addition, Fifteen Dollars (\$15.00) per day shall be paid to personnel who are kept on "standby" due to inclement weather.

An employee who is scheduled on call for the week and is asked to be on stand-by will not receive the stand-by pay, but will receive their regular on call pay.

C. Call in Pay- Maintenance personnel called in to work outside their regularly scheduled hours shall be paid a minimum of one hour at the rate of one and one-half (1-1/2) times their straight-time hourly rate of pay, excepting those employees receiving the standby stipend, described in paragraph B above.

Article 48 - STRIKES AND SLOWDOWNS PROHIBITED

A. The Union agrees that during the term of this Agreement neither it nor its officers or members will engage in, sanction, support or suggest any (1) strikes, (2) slowdowns, (3) mass resignations, (4) mass absenteeism, (5) picketing which would involve suspension of or interference with normal work of any department of the Employer or (6) any other similar actions which would involve suspension of or interference with the normal work of the Employer. The Employer agrees not to engage in a lockout.

B. In the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be discharged by the Employer.

Article 49 - SUPERVISOR

The employee's Supervisor is the Department Head or Assistant Manager, as designated by the employer. This is the person to whom the employee should report for daily instructions and who will assist and guide the employee in performing his or her duties of the position. Employees are encouraged to discuss any details of their work that they do not clearly understand. If employees

have any questions, they should discuss them with the Supervisor without delay.

Article 50 - TERMINATION UPON THE EMPLOYEE'S DEATH

Upon the death of an employee, the Authority will pay the amount of any accrued but unused vacation to the beneficiary the employee has named on the group life insurance policy, or, if none, to the estate of the deceased employee.

Article 51 - TIME RECORDS

A. Time cards or time sheets (as determined by management) shall be prepared and signed by all employees.

B. Make-up time

When an employee requests permission to make up lost time, such a request may be approved or denied at the discretion of the Supervisor, provided such make-up time does not result in the payment of time that would not otherwise be paid, and occurs in the same work week in which the lost time occurred.

Article 52 - TOOLS

Maintenance employees are required to provide their own hand tools. Damaged tools should be reported to the Manager for action.

Article 53 - UNION ACTIVITIES

A. Dues Deduction:

The Employer shall deduct regular weekly Union dues upon receipt of a signed authorization from members of the Union on forms supplied by the Union and satisfactory to the Employer.

B: Notification:

The Union shall notify the Employer of the appropriate dues amounts to be deducted. Such notification shall be sent by the Treasurer of the Union to the Employer.

C. Transmittal:

Dues Deduction

During the term of this Agreement, the Employer shall deduct from the employee's pay an amount set by the union for union dues, agency fees, COPE contributions from each member of the union who voluntarily executes an authorization form and upon request, any additional dues amounts specified by the Union and authorized by the employee.

When filed with the employer, the authorization form will be honored in accordance with its terms,

Deductions will be promptly transmitted to the Union by electronic transfer (ACH). Along with the ACH payment, an employee payroll roster will be submitted within two business days via electronic means utilizing a CSV or Excel format, including any employee in a bargaining unit that is not having dues deducted.

This electronic employee payroll roster must include, employee id numbers, legal name, bargaining unit, deduction amount, deduction type, base pay amount (excluding overtime, shift differentials, bonuses, and longevity), pay ending date and check date.

Employee Rosters

Upon signing of this agreement, and annually no later than July 1st thereafter, the Employer shall supply to the Union a list of all employees covered by this agreement. The list shall include the employees legal name, home address, phone number, personal email, employee ID number, date of hire, annual salary, bargaining unit, department, job title, work site, work email address and work phone number. Each month the Employer shall also electronically transmit a list of all new hires, any terminated, or transferred employees during the month.

D. Indemnification:

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

E. Grievances:

The Chief Steward or other authorized Union representative, will normally take up grievances and other Union business during non-working time and so as not to disrupt the normal performance of work, provided, however, that after informing their supervisors shop stewards may during working time take up disputes or grievances that they and the supervisor agree can best be dealt with by immediate investigation and disposition so as to avoid a larger dispute or problem in the work place. Union officials will be allowed time off with pay for mutually scheduled meetings with Authority officials concerning Union business, provided, in the judgment of the Executive Director, said time off does not interfere with work flow.

F. Labor/Management Committee:

The parties agree to establish a Labor/Management Committee to discuss items of interest to either or both of the parties. Such committee shall be composed of 3 management representatives and 3 Union representatives. The Committee shall meet once each calendar quarter on a day and time agreed to by both parties. Both parties agree to submit a written agenda of items to be discussed to the opposite party no later than 5 working days before the meeting. Unless otherwise agreed by the parties the length of such meetings shall be limited to one hour.

G. The name of the employee elected as Chief Steward and any other duly elected Union

officers shall be certified in writing to the Employer by the local Union.

H. The Authority 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 Authority, subject to all generally applicable security rules and regulations, for purposes of the administration of this contract. Upon their arrival, such representatives shall, as a courtesy, make their presence known and identify themselves to the Executive Director.

I. The Authority agrees that, during non-work hours and with appropriate notice, the Union will be allowed to use Authority facilities to conduct Union meetings and to meet with employees regarding Union matters, subject to generally applicable security rules and regulations and requirements applicable to similar community groups.

J. When the Authority completes the hiring of a new employee in a bargaining unit position the Authority will on the first working day the hiring becomes effective notify the Chief Steward of the name and work location of the newly hired employee by means of e-mail sent to the e-mail address furnished by the Chief Steward on record with the Authority.

Article 54 - VACATION LEAVE

A. Accumulation

Permanent employees shall accrue paid vacation time at the rate of one day per month of employment. After completing five years of employment, one and one-half day vacation time per month shall be allowed. Employees must receive compensation from the LHA for at least ten days in a month to accumulate vacation time. For the purpose of this section, compensation shall not include monies received from either Workers' Compensation or the Disability Insurance Plan.

B. Use of Vacation Leave

The first 40 hours of paid leave under this contract may be used in accordance with and subject to 26 M.R.S.A. §637.

Vacation leave may be taken by an employee at any time after its accrual, subject to approval of his Department Head. If conflicting requests to schedule vacation cannot be resolved by agreement of the Department Head and affected employees, then the conflict shall be resolved by the Department Head on the basis of the seniority of the affected employees. Each employee may accumulate eighteen days' vacation leave in total; provided, however, that an employee who is prevented by the requirements of the employee's department from taking the employee's vacation may carry such vacation time forward for a period not in excess of six months following the end of the Authority's current fiscal year.

C. Payment upon Termination

Upon termination from employment with the LHA, employees shall receive a lump sum payment for all unused vacation leave accrued. Such payment shall be made at the employee's regular

rate of pay at the time of termination.

Article 55 - WORKERS' COMPENSATION INSURANCE

All employees are covered by Workers' Compensation Insurance which is purchased by the Authority. This insurance covers occupational illness and injury in accordance with the laws of the State of Maine.

A. Eligibility

Eligibility for benefits under Workers' Compensation Insurance is automatic and is effective on date of hire.

B. Benefits

Workers' Compensation benefits provide weekly payments based upon the employee's regular earnings as well as payments for medical and hospital expenses.

Article 56 - TERM AND DURATION OF AGREEMENT

This Agreement shall be effective as of final ratification by both parties and signing. applicable for persons employed on July 1, 2021 and thereafter, and it shall remain in full force and effect until June 30, 2024.

Signatures:

LEWISTON HOUSING AUTHORITY

AFSCME COUNCIL 93 LOCAL 1458

By: Christopher Kilmurry

By: [Signature]

DATE: 11/13/2021

DATE: 12/21/21

[Signature]
12/21/21

APPENDIX A - Administrative Pay Plan

Lewiston Housing Authority

Administrative Pay Plan-

07/01/2021 to 06/30/2022

Lewiston Housing Authority
Administrative Pay Plan - FYE 6/30/2022

Grade	Position	Start	6 months	18 months	30 months	42 months
		Step I	Step II	Step III	Step IV	Step V
1		528.04	558.14	589.95	623.58	659.12
		27,458.10	29,023.28	30,677.40	32,426.16	34,274.24
2		554.44	586.04	619.44	654.75	692.07
		28,830.88	30,474.08	32,210.88	34,047.00	35,987.64
3	Administrative Asst. PT	582.16	615.34	650.41	687.48	726.67
		30,272.32	31,997.68	33,821.32	35,748.96	37,786.84
4		611.27	646.11	682.94	721.87	763.02
		31,786.04	33,597.72	35,512.88	37,537.24	39,677.04
5	Account Clerk I	641.83	678.41	717.08	757.95	801.15
	Customer Service/Intake APM/RSC	33,375.16	35,277.32	37,288.16	39,413.40	41,659.80
6	Account Clerk II	673.92	712.33	752.93	795.85	841.21
		35,043.84	37,041.16	39,152.36	41,384.20	43,742.92
7	Housing Specialist I Section 8 Housing Spec./Insp. Housing Inspector	707.62	747.95	790.58	835.64	883.27
		36,796.24	38,893.40	41,110.16	43,453.28	45,930.04
8	Accountant	743.00	785.35	830.11	877.43	927.44
		38,636.00	40,838.20	43,165.72	45,626.36	48,226.88

9	E. & O. Coordinator	780.15	824.62	871.62	921.30	973.81
	Housing Specialist II	40,567.80	42,880.24	45,324.24	47,907.60	50,638.12
	Service COOR - Eld/Dis					
	Family Self-Sufficiency Coord					
	Project Manager					
10		819.16	865.85	915.20	967.37	1,022.51
		42,596.32	45,024.20	47,590.40	50,303.24	53,170.52
11		860.12	909.15	960.97	1,015.75	1,073.65
		44,726.24	47,275.80	49,970.44	52,819.00	55,829.80
12	Resident Success Coach	903.13	954.61	1,009.02	1,066.53	1,127.32
	Food Security Coordinator	46,962.76	49,639.72	52,469.04	55,459.56	58,620.64
13		948.29	1,002.34	1,059.47	1,119.86	1,183.69
		49,311.08	52,121.68	55,092.44	58,232.72	61,551.88
14		995.70	1,052.45	1,112.44	1,175.85	1,242.87
		51,776.40	54,727.40	57,846.88	61,144.20	64,629.24

APPENDIX A - Administrative Pay Plan

Lewiston Housing Authority

Administrative Pay Plan-

07/01/2022 to 06/30/2023

Grade	Position	Start	6 months	18 months	30 months	42 months
		Step I	Step II	Step III	Step IV	Step V
1		543.88	574.88	607.65	642.29	678.90
		28,281.84	29,893.76	31,597.80	33,399.08	35,302.80
2		571.08	603.63	638.04	674.41	712.85
		29,696.16	31,388.76	33,178.08	35,069.32	37,068.20
3	Administrative Asst. PT	599.63	633.81	669.94	708.13	748.49
		31,180.76	32,958.12	34,836.88	36,822.76	38,921.48
4		629.61	665.50	703.43	743.53	785.91
		32,739.72	34,606.00	36,578.36	38,663.56	40,867.32
5	Account Clerk I	661.09	698.77	738.60	780.70	825.20
	Customer Service/Intake APM/RSC	34,376.68	36,336.04	38,407.20	40,596.40	42,910.40
6	Account Clerk II	694.14	733.71	775.53	819.74	866.47
		36,095.28	38,152.92	40,327.56	42,626.48	45,056.44
7	Housing Specialist I	728.85	770.39	814.30	860.72	909.78
	Section 8 Housing Spec./Insp. Housing Inspector	37,900.20	40,060.28	42,343.60	44,757.44	47,308.56
8	Accountant	765.29	808.91	855.02	903.76	955.27
		39,795.08	42,063.32	44,461.04	46,995.52	49,674.04

9	E. & O. Coordinator	803.55	849.35	897.76	948.93	1,003.02
	Housing Specialist II	41,784.60	44,166.20	46,683.52	49,344.36	52,157.04
	Service COOR - Eld/Dis					
	Family Self-Sufficiency Coord					
	Project Manager					
10		843.73	891.82	942.65	996.38	1,053.17
		43,873.96	46,374.64	49,017.80	51,811.76	54,764.84
11		885.92	936.42	989.80	1,046.22	1,105.85
		46,067.84	48,693.84	51,469.60	54,403.44	57,504.20
12	Resident Success Coach	930.22	983.24	1,039.28	1,098.52	1,161.14
	Food Security Coordinator	48,371.44	51,128.48	54,042.56	57,123.04	60,379.28
13		976.73	1,032.40	1,091.25	1,153.45	1,219.20
		50,789.96	53,684.80	56,745.00	59,979.40	63,398.40
14		1,025.57	1,084.03	1,145.82	1,211.13	1,280.16
		53,329.64	56,369.56	59,582.64	62,978.76	66,568.32

APPENDIX A - Administrative Pay Plan

Lewiston Housing Authority

Administrative Pay Plan-

07/01/2023 to 06/30/2024

Grade	Position	Start	6 months	18 months	30 months	42 months
		Step I	Step II	Step III	Step IV	Step V
1		560.20	592.13	625.88	661.56	699.27
		29,130.30	30,790.76	32,545.76	34,401.12	36,362.04
2		588.21	621.74	657.18	694.64	734.23
		30,586.92	32,330.48	34,173.36	36,121.28	38,179.96
3	Administrative Asst. PT	617.62	652.82	690.03	729.36	770.93
		32,116.24	33,946.64	35,881.56	37,926.72	40,088.36
4		648.50	685.46	724.53	765.83	809.48
		33,722.00	35,643.92	37,675.56	39,823.16	42,092.96
5	Account Clerk I	680.93	719.74	760.77	804.13	849.97
	Customer Service/Intake APM/RSC	35,408.36	37,426.48	39,560.04	41,814.76	44,198.44
6	Account Clerk II	714.98	755.73	798.81	844.34	892.47
		37,178.96	39,297.96	41,538.12	43,905.68	46,408.44
7	Housing Specialist I Section 8 Housing Spec./Insp. Housing Inspector	750.73	793.52	838.75	886.56	937.09
		39,037.96	41,263.04	43,615.00	46,101.12	48,728.68
8	Accountant	788.27	833.20	880.69	930.89	983.95
		40,990.04	43,326.40	45,795.88	48,406.28	51,165.40

9	E. & O. Coordinator	827.68	874.86	924.73	977.44	1,033.15
	Housing Specialist II	43,039.36	45,492.72	48,085.96	50,826.88	53,723.80
	Service COOR - Eld/Dis					
	Family Self-Sufficiency Coord					
	Project Manager					
10		869.06	918.60	970.96	1,026.30	1,084.80
		45,191.12	47,767.20	50,489.92	53,367.60	56,409.60
11		912.51	964.52	1,019.50	1,077.61	1,139.03
		47,450.52	50,155.04	53,014.00	56,035.72	59,229.56
12	Resident Success Coach	958.14	1,012.75	1,070.48	1,131.50	1,196.00
	Food Security Coordinator	49,823.28	52,663.00	55,664.96	58,838.00	62,192.00
13		1,006.05	1,063.39	1,124.00	1,188.07	1,255.79
		52,314.60	55,296.28	58,448.00	61,779.64	65,301.08
14		1,056.35	1,116.56	1,180.20	1,247.47	1,318.58
		54,930.20	58,061.12	61,370.40	64,868.44	68,566.16

APPENDIX B - Maintenance Pay Plan

Lewiston Housing Authority

Maintenance and Other Wage Schedule

<u>Position</u>	Pay Rate Effective 7/1/2021		Pay Rate Effective 7/1/2022		Pay Rate Effective 7/1/2023	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
<u>Maintenance</u>						
Sr Maintenance Mech III	\$21.07	\$43,826.27	\$21.70	\$45,141.06	\$22.35	\$46,495.29
Maint Mech III	\$20.05	\$41,699.48	\$20.65	\$42,950.47	\$21.27	\$44,238.98
Maint Mech II	\$18.85	\$39,199.76	\$19.41	\$40,375.76	\$19.99	\$41,587.03
Maint Mech I	\$17.50	\$36,403.69	\$18.03	\$37,495.80	\$18.57	\$38,620.67
Custodian II	\$14.53	\$30,224.57	\$14.97	\$31,131.30	\$15.42	\$32,065.24
Custodian	\$12.73	\$13,240.03	\$13.11	\$13,637.23	\$13.51	\$14,046.35

Notes to Administrative Pay Plan

1. GRADES & STEPS

The Administrative Pay Plan consists of Grades and Steps I, II, III, IV, and V, described in the accompanying schedules and in the following notes. These steps are earned at entry and at intervals of 6, 18, 30, and 42 months after initial employment as described below. Each administrative position has been placed on a Grade corresponding to the skills, duties and abilities required of a particular job. These skills and abilities are outlined in the job description. Each Pay Grade consists of five (5) Step Increases earned as described below.

2. STEP INCREASES

In order to qualify for advancement in any position, the employee must possess the minimal qualities of set forth in the relevant job description.

New employees will receive a step increase upon satisfactory completion of their six month probationary period. This date will become the employee's *Step Increase Date*. Additional step increases may occur thereafter after satisfactory completion of the years of service required for each step, based upon the employee's annual performance evaluation.

Maintenance Aide, Custodians, and Maintenance Mech will be eligible for advancement every two years as long as they possess the minimum skillset of the next position level and based upon the employee's annual performance evaluation.

3. NEW HIRES

New employees will generally be hired at Step I of the designated Grade, except as described below.

An employee may, at the discretion of management, be hired at a step higher than Step I of the designated Grade, provided he/she has special abilities, training, or experience in which case he/she may be paid a starting rate corresponding to his/her ability, experience and training.

4. PROMOTIONS

When an employee is promoted to a position on a higher Grade, he/she will be given an increase effective on the beginning of the next payroll period. This will be considered the employee's promotion date. This increase will correspond with the Grade of the new position. The Step will be determined so that the promotion results in an increase in pay rather than a decrease.

The promoted employee will be eligible for a Step increase upon satisfactory completion of a new six month probationary period. This date will become the employee's new *Step Increase Date*. Additional Step increases may occur annually thereafter based upon the employee's annual performance evaluation.

5. TRANSFERS

No pay changes will occur when an employee transfers between positions on the same Grade, nor will the employee's *Step Increase Da*

SIDE LETTER OF AGREEMENT

This Side Letter of Agreement is made by and between the Lewiston Housing Authority (“LHA”) and AFSCME Council 93 Local 1458 (the “Union”).

WHEREAS, the LHA and Union negotiated the Collective Bargaining Agreement between the LHA and the Union for the period of July 1, 2021 – June 30, 2024 (the “CBA”); and

WHEREAS, Jonathan Tibbetts is employed as an RSC and otherwise subject to the terms of the CBA; and


WHEREAS, as a result of unique employment considerations relating to the transfer to a new position, the Parties have agreed that Mr. Tibbetts will continue to receive the pay from his prior position;

NOW, THEREFORE, the LHA and Union agree as follows:

1. The LHA and Union have agreed to set Mr. Tibbetts’ current pay grade as Grade 14 in accordance with Article 12.
2. Notwithstanding the Agreement, for the duration of the CBA, so long as Mr. Tibbetts remains employed in good standing in his current position, the LHA agrees to pay Mr. Tibbetts as follows: Mr. Tibbetts currently makes 61,144.20 or \$29.40 an hour, which takes into consideration the negotiated 3% increase for the current year, and is commensurate with Grade 14, Step IV. On his employment anniversary date in March 2022, he will move up to Step V and his salary will increase to \$64,629.24, or \$31.07 per hour. Step V is the highest step of any grade, therefore Mr. Tibbetts will be eligible for annual 3% increases in accordance with Article 8(C) each year thereafter for the duration of the CBA.
3. By signing this Letter of Agreement, all Parties agree to the above change in wages for Mr. Tibbetts, affirm that they have read the Letter of Agreement carefully, are signing voluntarily, and agree that it will not be cited by any party as a precedent, past practice, or contract interpretation in connection with any future issue.

Date: December , 2021

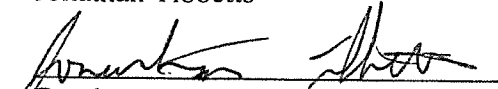
AFSCME Council 93 Local 1458


Representative

LHA


Executive Director

Jonathan Tibbetts


Employee