

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF LEWISTON
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES
[AFSCME COUNCIL #93] LOCAL 1458 - 00
ON BEHALF OF
LEWISTON PUBLIC WORKS UNIT

July 1, 2026 to June 30, 2029

PHILOSOPHY STATEMENT

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

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

GUIDING PRINCIPLES

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

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

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

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

GENERAL DECLARATION

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

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

We acknowledge that the terms and conditions set forth in the Agreement express the full and complete agreement of the parties. The parties to the Agreement are under no obligation, during the term of the Agreement, to bargain regarding terms of the Agreement. However, in the event that either party desires to meet and discuss items which are not

included in this Agreement at any time during the term of this Agreement, it may give notice of such desire to the other party. If the other party agrees to meet and discuss and if the parties reach an agreement, such agreement shall be set forth in a formal amendment to this Agreement. In all cases, we agree to communicate and meet with each other to discuss needs and concerns, afford mutual consideration, and to develop efficient, meaningful solutions.

ARTICLE 1 MANAGEMENT RIGHTS

Section 1. Exempt Employees

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

Account Clerk	Maintenance Garage Supt.
Arborist/Team Manager	Office Manager
Asst. Business Manager	P.W. Admin. Assistant
Asst. Director	PC Tech / Sr. Principal Clerk
Asst. Water & Sewer Supt.	Principal Clerk
Billing Manager	Project Engineer
Billing/Account Clerk	Public Works Technician
Building Maintenance Supt.	Quality / Specialty Team Manager
Business Manager	Receptionist / Account Clerk
CAD Designer	Safety & Loss Time Coordinator
City Engineer	Senior Account Clerk
Construction Inspector	Senior Draftsperson / CADD
CSO & Water System Coordinator	Senior Linesperson
Director	Senior Principal Clerk
District Team Manager	Solid Waste & Recycling Coord.
Electrical Superintendent	Solid Waste Management Supt.
Engineering Aide	Storekeeper
Engineering Technician I/II/III	Storekeeper/Dispatcher
Equipment Mechanic Foreman	Temporary Employees
Equipment Mechanic Leadperson	Traffic Supervisor
Highway Superintendent	Water & Sewer Foreman
Inventory Manager	Water & Sewer Operations Manager
Laboratory Manager	Water & Sewer Superintendent
Laboratory Technician	Water Quality Manager
Local Area Network Administrator	

Section 2. Management Rights

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

ARTICLE 2 UNION ADMINISTRATION

Section 1. Union Membership

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

Section 2. Non-Union Membership

Membership in the Union is not compulsory. However, those Employees who choose not to join the Union shall be required to sign a non – member waiver form.

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

Section 3. Check – Off

The Employer agrees to deduct the Union membership dues from the pay of those Employees who authorize such deduction by a signed check-off authorization card delivered to the Employer. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Local Union and the aggregate deductions of all Employees shall be remitted together with an itemized statement to the Treasurer of Council 93 in Augusta, Maine on or before the fifteenth (15th) of the month following deduction. This authorization shall be irrevocable during the term of this Agreement. Union dues shall be deducted on a weekly basis.

Section 4. Other AFSCME Deductions

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

Section 5. Discrimination

The Employer and Union mutually agree not to interfere with the rights of Employees to become members of the Union or to refrain from doing so, and neither party shall engage

in any discrimination, interference, restraint or coercion against any Employee on the basis of his membership, non-membership, participation or non-participation in the Union or its activities.

Section 6. Indemnification

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

ARTICLE 3 HOURS OF WORK

Section 1. Regular Hours

The regular hours of work each day shall be consecutive.

Section 2. Work Week & Shift Differential

The work week shall consist of five (5) eight (8) hour days, Monday through Friday inclusive (except for currently existing deviations – janitors and winter night patrol). In some instances, the work week may be altered on a seasonal or temporary basis. Such changes may only occur if agreed upon by the Employees involved and the Employer. Written sign-offs shall be obtained from both the Employees and appropriate Union representatives. The sign-offs will clearly indicate the nature of the change including projected starting and ending periods (e.g. number of weeks). A shift differential pay of fifty cents (\$0.50) per hour will be paid for the second shift mechanics. A shift differential pay of seventy five cents (\$0.75) per hour will be paid to Employees whose shift is temporarily changed to address seasonal, temporary, or emergency work requirements. Ten (10)-hour daytime shifts are excluded from the shift differential. Employees, who are changing shifts, shall be given the previously scheduled shift hours as paid administrative leave time to be utilized during the transition to the new shift.

Section 3. Work Shift

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

necessitated by public safety and etc., could be considered emergencies. In some of these cases, extended operations may be required to adequately respond to the emergency condition, such that it makes sense for the Department of Public Works to temporarily change the starting/ending times of shifts to extend the hours the Department can operate to effectively respond to the emergency conditions.

Section 4. Rest Periods

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

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

During emergency situations, after Employees have worked a total of sixteen (16) hours in a twenty four (24) hour period, the Employer may send an Employee home to rest for a minimum of eight (8) hours. When an Employee is sent home to rest during the workday, the employee will be paid for the remainder of the shift.

ARTICLE 4 OVERTIME

Section 1. Rate of Pay

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

Section 2. Compensatory Time-Off

An Employee who works overtime may elect to be compensated with compensatory time-off in lieu of overtime pay. Compensatory time-off shall be calculated at one and one-half (1 ½) times the hourly rate for the period of overtime worked (or double time, as the case may be) and be scheduled as any other vacation time. The maximum accumulation of compensatory time-off shall be limited to one hundred and thirty (130) hours. Once yearly, Employees shall be allowed to cash-in accumulated compensatory time. Compensatory

time off will be processed in the last week of October of each year, compensation time shall be issued once a year as follows: 'A' Team Employees shall receive sixteen (16) hours; 'B' Team members shall receive sixteen (16) hours. Additionally, Employees of the Water/Sewer Department shall receive sixteen (16) hours for utility breaks. Such hours shall be used as any other accumulated compensatory time.

Section 3. Double Time

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

Section 4. Overtime Work

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

Section 5. Consecutive Hours

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

Section 6. Compulsory Overtime

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

Section 7. Overtime Policy

Overtime work shall be distributed according to the Overtime Policies hereby incorporated in Appendix D of this contract, as agreed upon by the Employer and the Union. Changes to the Overtime Policy may be proposed by either the Employer or the Union at any

time. However, any amendments to said Policy shall be mutually agreed upon by both the Employer and the Union. Any amendments to the Overtime Policy shall be distributed to all Employees. Both parties, their Employees, and supervisory personnel will make every effort to fully implement this Policy.

Section 8. Posting

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

Section 9. Administration

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

Section 10. Meal Allowance

An allowance of \$6.50 for meals shall be paid to an Employee for every four (4) consecutive hours of time worked after eight (8) hours of work on regular Public Works' assignments. Work performed for other Department or operating agencies shall be subject to this Section.

ARTICLE 5 MISCELLANEOUS PAID TIME

Section 1. End-of-Shift Activities

All Employees will be permitted a minimum fifteen (15)-minute period prior to the end of each regular work shift to conduct end-of-shift activities which may include but are not limited to necessary equipment maintenance, tool return, paperwork and personal clean-up. Work schedules and overtime shifts shall be arranged so Employees may take advantage of this provision and the Employer shall make the required facilities available.

Section 2. Call Time

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

Section 3. Stand-by Duty

Employees who are required to be on stand-by shall be compensated for said duty. Stand-by duty is defined as an Employee being required to carry a receiving device and to remain within receiving range for the purpose of responding to calls for service. Employees

shall be on stand-by duty on a weekly basis. This Section shall only apply to the following areas: Highway and Open Spaces, Pump Station/Hydro Operations, Water and Sewer. This section shall in no way be interpreted as circumventing the Employee's mandatory overtime responsibilities incorporated in Article 4, Section 4 of this Agreement. Effective upon signing, Employees shall be paid for each respective week of required stand-by duty as follows \$300.00

Section 4. Health Screening

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

ARTICLE 6 HOLIDAYS RECOGNIZED AND OBSERVED

Section 1.

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

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

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

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

Section 2. Eligibility Requirements

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

- a) The Employee would have been scheduled to work on such day if it had been observed as a holiday unless the Employee is on a day off, vacation, layoff or sick leave; and
- b) The Employee worked his last scheduled work day prior to the holiday unless he is excused by the Employer, is absent for any reasonable purpose or is on an amended work week. The Employer and the Union shall mutually agree upon reasonable

purpose in each case. If a holiday is observed on an Employee's scheduled day off or during his vacation, he shall be paid for the un-worked holiday. Permanent Employees who are on inactive status due to a layoff or sick leave that commenced less than thirty (30) days prior to the week in which the holiday occurs shall receive pay for each holiday.

Section 3. Holiday Pay

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

Section 4. Holiday Work

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

Section 5. Holiday Hours for Overtime Purposes

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

ARTICLE 7 SICK LEAVE

Section 1. Eligibility

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

Section 2. Allowance

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

Section 3. Pay Upon Retirement

Upon separation of service, an Employee shall receive an amount equal to his salary at the time of retirement for one-half (1/2) the number of days of unused sick leave not to

exceed seventy-five (75) days. For the purpose of this section, sick leave shall accumulate to only one hundred and fifty (150) sick leave days.

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

Section 4. Administration

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

Section 5. Sick Leave Incentive

As an incentive to conserve sick leave, the Employer agrees to reimburse Employees with one (1) vacation day (straight-time pay) or one (1) day's pay at straight-time, for each four (4)-month period in which no sick leave is used. Employees meeting this criterion may submit their written request to the Department's payroll clerk for said reimbursement no later than Sixty (60) days after becoming eligible. Absence of such written request shall disallow the Employee from receiving the incentive for any given four (4)-month period. (It is understood that sick leave used in conjunction with receiving Workers' Compensation benefits shall not be considered sick leave solely for the purpose of receiving the sick leave incentive.) Use of vacation day(s) shall be in accordance with Article 10 of this Agreement. In its discretion, the Employer may reserve payment to a week in which the Employee earned no overtime. It is understood that the Employee is responsible to track sick leave usage; however, the Employer will post, monthly, sick leave usage.

Section 6. Retirement Health Savings

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

Section 7. Family Sick Leave

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

Section 8. Paid Family Medical Leave

Paid Family and Medical Leave Premiums: Pursuant to the Maine Paid Family Medical Leave Act ("PFML Act"), the City will deduct 50% of the premium required by the PFML Act from the wages of employees beginning on the effective date of this Collective

Bargaining Agreement. The City will remit 100% of the combined premium contribution required by the PFML Act to the Maine Department of Labor.**ARTICLE 8
PAID LEAVE**

Section 1. Bereavement Leave

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

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

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

Section 2. Jury Duty

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

Section 3. Civic Duty

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

Section 4. Driver's License Hearings

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

ARTICLE 9 SENIORITY

Section 1. Seniority List

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

Section 2. Promotions/Layoffs

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

1. Promotion, and
2. Increase in forces

The following factors shall be considered in the order listed:

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

Section 3. Vacancies

A vacancy, if the Employer elects to fill it, shall be filled from the ranks of qualified permanent Employees, if any; if none, then from the ranks of qualified probationary Employees, if any. If the Director determines that there are no qualified Employees in such categories, he/she may, in his/her discretion, fill the vacancy from outside. A vacancy which is to be filled shall be posted on the bulletin boards in the Public Works buildings for a period of five (5) work days before the position is allocated to anyone. During this period, Employees who wish to apply for the position may do so. All vacancies shall be posted internally and management decision will be made within fifteen (15) work days of said posting.

When a vacancy is posted, the Employee(s) making application for such vacancy who has previously served in the classification, is currently serving in the same classification or is serving in a higher classification, if qualified shall be given the opportunity to fill the vacancy before other applicants are considered for such vacancy. In the event that more than one (1) qualified Employee applies for a vacancy, then the selection shall be according to

Section 2 of this Article. An Employee who moves to a lower classification shall be placed in the same step for that classification as the step which he was serving prior to his latest move.

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

Section 4. Union Officers

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

Section 5. Employee Definitions

Employees shall be separated into the following categories:

- a) **TEMPORARY EMPLOYEES:** A temporary Employee is one hired for a brief or limited time. Said time period shall not exceed six (6) consecutive months. No temporary Employee shall be hired for the purpose of terminating the employment of any permanent Employee. A temporary Employee who remains in the employ of the Employer for more than six (6) months shall become a permanent Employee, subject to the Maine Labor Relations Act.

- **Discuss the use of Temporary Employees**

- b) **PROBATIONARY EMPLOYEES:** A probationary Employee is one hired to fill a permanent position within the table of organization of the Employer. His probationary period shall be six (6) months, which shall be used to evaluate the Employee and determine whether the Employer will keep him as a permanent Employee. Time of employment as a temporary Employee shall be credited to the probationary period.
- c) **PERMANENT EMPLOYEES:** A permanent Employee is one who has completed his probationary period and fills a position on the Employer's table of organization.

Section 6. Bumping Rights

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

An Employee must notify the City of his intention to exercise his/her bumping rights within five (5) working days of the City's notice. The Employee who is bumped shall enjoy similar bumping rights but must notify the City within three (3) working days of this intention to exercise his bumping rights. An Employee who displaces another Employee will have three (3) working days during which to demonstrate his ability to satisfactorily perform the work. Failure on the part of the Employee to demonstrate his ability to satisfactorily perform the work required in the job he/she has bumped into will result in his having one (1) opportunity to bump into a lower classification, provided he/she can do the work in such lower classification. The determination as to whether the Employee has satisfactorily performed the job shall be the judgment of the Director of Public Works. Such judgment shall not be made capriciously or arbitrarily.

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

Section 7. Notice of Lay-off

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

ARTICLE 10 VACATIONS

Section 1. Accrual

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

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

The above rates of vacation accrual will be effective upon signing of the Agreement.

The maximum vacation accumulation shall be forty (40) days or three hundred twenty (320) hours. All eligible vacation time up through the second pay period in February of each year shall be processed through payroll no later than February 28th of each year. Employees with thirty-five (35) days of unused accumulated vacation time shall contribute six (6) days

to a Retirement Health Savings [RHS] Plan. Payments to the RHS Plan shall be made in July of the same year as it is withdrawn from the Employees' vacation balances.

Section 2. Requests

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

Section 3. Seniority

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

ARTICLE 11 DISCIPLINE AND DISCHARGE

Section 1. Discipline

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

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

Disciplinary action may be imposed upon an Employee only for failing to fulfill his/her responsibilities as an Employee. Any disciplinary action or measure imposed upon an Employee may be processed as a grievance through the regular grievance procedure. Once the Employer has decided that an investigation will occur and there is a possibility that an Employee may be disciplined with a written reprimand, suspension/demotion or discharge, such Employee will be notified, in writing, of the possibility within fifteen (15) days of the decision to investigate and such notice shall include a timeframe for the conclusion of the investigation. (The provisions of this Section are not to be construed as preventing

disciplinary action from being taken within such fifteen (15) day period, nor is it intended to prohibit the Employer from taking immediate disciplinary action whenever necessary.) Once the investigation is complete, the Employee shall be notified of the completed investigation within ten (10) days. Within ten (10) days after such notification, the Employer shall impose discipline, if any.

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

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

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

Section 2. Discharge

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

Section 3. Grievances

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

Section 4. Restoration

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

Section 5. Personnel File

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

- c) Suspensions – Records of suspensions placed in an Employee's file shall be removed after a period of three (3) years from the date of the suspension providing the Employee has not received another reprimand (oral or written), or suspension within said three (3)-year period.

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

ARTICLE 12 SETTLEMENT OF DISPUTES

Section 1. Grievance and Arbitration Procedure

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

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

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

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

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

the arbitrator shall be divided equally between the parties except each party shall bear the costs of preparing and presenting its own case.

Section 2. State Statute

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

Section 3. Retroactivity

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

Section 4. Overtime Grievances Any Employee filing a grievance with regards to distribution of overtime work shall be entitled to retroactive pay of said overtime work ONLY providing that the Employee adhered to the Overtime Policy, as agreed upon by the Employer and the Union.

Section 5. Promotion Grievances

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

ARTICLE 13 UNION ACTIVITIES

Section 1. Union Business

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

Section 2. Union Meetings / Sessions

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

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

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

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

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

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

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

- a) The Union Representative(s) must immediately give notice to their Supervisor or Department Head (or designee) that a request for representation has been made in compliance with this section: and

- b) The Employee who is requesting Union representation has made this request on the condition that it meets the requirements of this Section and that prior to requesting Union representation, the Employee has given notice to his/her Supervisor, Department Head (and if no one is available, Administration) that he/she has requested Union representation and prior to requesting Union representation.

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

Section 3. Access

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, whether local Union Representatives, District Council Representatives, or International Representatives shall have full and free access to the premises of the Employer for the purpose of processing grievances at Step 3 and 4. Upon

their arrival, such representatives will, as a courtesy, make their presence known and identify themselves to the Employer.

Section 4. Union Spaces

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

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

ARTICLE 14 WORK RULES

Section 1. Existing Rules

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

Section 2. Amendments

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

Section 3. Compliance

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

Section 4. Work Rule Grievances

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

Section 5. Application/Interpretation

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

Section 6. Enforcement

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

ARTICLE 15 GENERAL PROVISIONS

Section 1. Pledge Against Discrimination and Coercion

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

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

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

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

Section 2. Delegation of Authority

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

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

Section 3. Subcontracting

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

Section 4. Training

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

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

Section 4.1. Pro-Ration

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

Section 5. Retirement

The Employer shall continue to participate in the Maine Public Employees Retirement System (MePERS), Chapter 542. In lieu of participating in the MSRS, an Employee may participate in a deferred compensation program offered through the City with the Employer matching the Employee's contribution, not to exceed six percent (6%) of base salary.

Section 6. Termination of Employee Status

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

Section 7. Labor-Management Committee

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

Section 8. Safety Committee

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

Section 9. General Personnel Policy

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

Section 10. Doctor's Visits/Injuries

- a) When is it necessary for an Employee to have physical therapy and/or doctor's visitations for the treatment of Workers' Compensation injuries, said visitations shall, whenever possible, be scheduled after or near the end of the Employee's work shift.

- b) If an Employee is injured on the job and required to leave work and seek medical attention because of the injury, he shall not be required to punch out and shall be paid for all hours lost on that day due to the injury.

Section 11. Substance Abuse Policy

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

Section 12. Indemnification

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

Section 13. Workfare

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

ARTICLE 16

UNIFORMS, PROTECTIVE CLOTHING AND TOOLS, OPS TEAM & TRAINERS

Section 1. Uniforms

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

Section 2. Raingear

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

Section 3. Work Related Footwear / Clothing

Employees who are required to have protective footwear will be given an annual cash allowance for the purchase of said footwear. The Employee shall have thirty (30) days from the receipt of the cash allowance to submit proof of purchase. Purchased footwear must meet or exceed prescribed OSHA guidelines. Any remaining monies between the allowance and the purchase price of the footwear may be used for the purchase or work-related clothing selected from an annually published list of approved items. The cash allowance shall be as follows: Effective July 1, 2023 - \$300.

Section 4. Coveralls

The City shall provide two (2) sets of coveralls/vests during this contract to the following Employees: Seven (7) mechanics, one (1) senior equipment mechanic, one (1) welder, two a (2) traffic line painters, one (1) equipment servicer, one (1) solid waste equipment operator, one (1) solid waste worker. Two (2) additional sets of coveralls will be provided for equipment maintenance and servicing. The Employer shall be responsible for cleaning and tailoring the above-mentioned clothing. Any payroll tax paid by the Employee associated with uniforms shall be deducted on a per monthly basis.

Section 5. Tool Allowance

Effective July 1, 2023, each Equipment Mechanic, Equipment Serviceperson, Painter and Welder shall be provided with a \$700 tool allowance each fiscal year to purchase new and replacement tools required to perform their job duties. Effective July 1, 2024, the tool allowance shall increase to \$800. Effective July 1, 2025, the tool allowance shall increase to \$900. The Employer reserves the right to provide the amount in the form of a cash allowance or reimbursement to the Employee upon proof of purchase. In all cases, the Employer shall determine whether a purchase was justified and should be reimbursed.

Section 6. Special Operations Team

An Employee who is fully trained and serves as a hazardous materials technician on the Lewiston –Auburn Special Operations Team (LASOT) will receive an annual stipend of \$600. Stipends will normally be paid at the beginning of each fiscal year. The stipends are to pay for the following year. If an Employee leaves the City for other employment or decides he/she no longer wants to participate before the year ends, his/her pay check will be adjusted to prorate the stipend such that the City is paying only that portion of the time it received benefit of the employee's effort. Hazardous material technicians, who respond to actual hazardous material events, will be paid at the rate of \$50 per hour for hours worked on the scene during the event. The City shall establish a seniority based rotation list for assignments under this section (effective upon signing of contract).

Section 7. Trainers

Fifteen (15) Employees serve as in-house trainers and provide training to other Employees within the unit. The Employees serving in this capacity receive an annual stipend. The amount of stipend for each of these trainer positions will be negotiated as a separate agreement between the Employer and the Union. The trainers include:

CPR/First Aid Trainers (two (2) Employees)	\$250
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Commercial Driver License Trainer (three (3) Employees)	\$2,000
Equipment Trainers – Highway (two (2) Employees)	\$300
Equipment Trainer – Water & Sewer (two (2) Employee)	\$300
Heavy Equipment Trainer – Water & Sewer (one (1) Employee)	\$300
Heavy Equipment Trainer – Solid Waste (one (1) Employee)	\$300
Mechanic Trainer – Municipal Garage (one (1) Employee)	\$200
Respirator Trainer (one (1) Employee)	\$250
Solid Waste Scale House Operations Trainer (one (1) employee)	\$100
Pool Maintenance License (two (2) Employees)	\$100

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

Section 8. Commercial Drivers License (CDL) Renewal

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

Section 9. Cell Phone Stipend

The Employer shall pay a \$30 per month cell phone stipend to all Pump Station Operators, Pump Station Worker 1*, Water and Sewer Meter Person*, Water and Sewer Service Person*, Street Opening Coordinator, Water and Sewer Meter Reader, and Municipal Garage Shop Assistant. The two (2) certified pool operators will receive for four months a \$30 cell phone stipend provided during the city pool's operation from mid-May through mid-August for the period the chemicals require monitoring.

*The Public Works Union Persons currently receiving a cell phone stipend.

The Director of Public Works may add additional Employees if in his/her judgment the addition is in the benefit of the City's customer service or safety.

ARTICLE 17 INSURANCES

Section 1. Health Insurance

Effective January 1, 2016, The Employer shall make available the Maine Municipal Employees Health Trust Preferred Provider Organization (PPO) 500 or comparable plan

providing substantially similar coverage's and deductibles (single, two-person, or family plan) to eligible Employees. Employees will be eligible for this insurance on the first (1st) day of the month following the month they begin work for the City. Employees will pay a portion of the annual premium for the PPO 500 (single, two-person or family plan) Employee contributions for the PPO 500 plan will be in accordance to the schedule outlined in Appendix C.

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

Section 2. Leave of Absence

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

Section 3. Dental Insurance

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

Section 4. Flexible Benefits Plan

A flexible benefits plan shall be made available to the Employees as allowed under Section 125 of the Internal Revenue Code. Participation shall be regulated in accordance to the plan document. In addition, effective upon signing, the City will contribute \$300 in the Medical Reimbursement Account for Employees who are participating in the Wellness Program.

Section 5. Health Reimbursement Arrangement

For the Employees in the MMEHT PPO 500 health insurance plan, the City of Lewiston shall contribute funds annually to the Employee's Health Reimbursement Arrangement in accordance with the following schedule: \$1200 for the Single plan, \$2400 for the Family and \$2400 for the Employee/Spouse plan effective upon signing of the agreement. Eligible reimbursements will be based upon approved IRS eligible expenses outlined in Appendix I for Health Reimbursement Arrangements. Appendix I is subject to change based on IRS directed changes to the list of eligible expenses.

Section 6. Wellness and Health Care Management System Program

See Appendix C.

Section 7. Employee Maximum Health Insurance Premium Payment

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

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

Table 1. – Weekly Employee Health Insurance Premium Payment Caps
Employees hired before September 1, 2007

	1/1/2018	1/1/2019	1/1/2020
%			
Minimum			
Rate – 15%	\$120.63	\$132.69	\$145.96
MxHIP			
Rate – 25%	\$195.90	\$215.49	\$237.04

Employees hired after September 1, 2007

	1/1/2018	1/1/2019	1/1/2020
%			
Minimum			
Rate – 20%	\$156.90	\$172.59	\$189.85
MxHIP			
Rate – 30%	\$255.60	\$281.16	\$309.27

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

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

Section 8. Health Insurance Incentive

Effective January 1, 2016, any Employee may elect to waive coverage in the City's Health Insurance Plan. Any Employee waiving full coverage or partial coverage for which he/she would otherwise be eligible shall be paid according to the following conditions:

- A. Any Employee eligible for full family coverage or single coverage and who elects to waive health insurance coverage shall receive an annual payment equal to the amount of four months of PPO 500 health insurance premiums for which the Employee is eligible.
- B. An Employee who is eligible for full family plan opts to take either a "single parent plan" or a single plan" shall receive an annual payment equal to four months of the difference in premiums between the PPO plan for which he/she is eligible and the PPO plan which he/she opts to take.
- C. In the event both spouses are Employees and eligible for health insurance coverage, the ineligible spouse shall receive an annual payment equal to one month of the PPO family plan premium.
- D. The payments in lieu of health insurance shall be based on the premiums in effect the month the premiums are paid.
- E. A new Employee who waives health insurance coverage shall be eligible for the payment in lieu of insurance upon becoming eligible for the health insurance. (It is understood that should an Employee leave the employ of the City before July 1st, the Health Insurance Incentive shall be prorated and reimbursed to the City either through payroll deduction or personal check).
- F. If the employee wishes to be reinstated on the health insurance policy or change coverage from a single or a single parent plan (if he/she would otherwise be eligible for full coverage) he/she may do so as long as he or she follows the insurance carrier's requirements for evidence of insurability and portability of coverage provisions.
- G. If an Employee is reinstated (or covered for the first time) after receiving payment for waiving health insurance coverage, the Employee shall repay the City the balance of the payment pro-rated on a monthly basis.
- H. Eligible Employees who are married to other City Employees covered by the MMEHT shall receive MMEHT life insurance coverage at no cost.
- I. If an employee is out on a medical leave July 1st and thereafter the employee will not be paid the health insurance incentive until the employee returns to work.

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

Section 9 –Retirement Bonus & Health Insurance Bridge

Effective July 1, 2018, Employees shall choose one of the following options at retirement:

- A. Employees who give a ninety (90)-day notice of retirement shall receive \$750.00 bonus.

Or

- B. Health insurance single plan coverage shall continue for a period of six (6) months for retired Employees who qualify according to the following:

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

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

ARTICLE 18 WAGES

Section 1. Pay Plan

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

Section 1A.

Employees may be hired up to grade 10 step 5 on the pay scale based on verifiable experience submitted at the time of hire. Seniority will be based on the date of hire.

Section 2. Promotions

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

Section 3. Temporary Employees

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

Section 4. Job Descriptions/Classifications

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

Section 5. Acting Pay

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

3. Temporary assignments will be restricted to Unit positions.
4. Higher pay will not be effective until service in the higher classification for more than five (5) days in a ten (10) day working period.
5. After five (5) days in a ten (10)-day working period of such service, higher pay shall be retroactive to the first day of such service.
6. In order to be eligible for higher pay, the assigned Employee must perform a majority of the responsibilities assigned to the higher classification.

Section 6. Administration

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

ARTICLE 19 TERMINATION

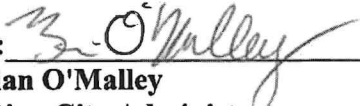
This Agreement shall be effective as of the first pay period beginning July 1, 2023, unless otherwise noted within the provisions of this Agreement, and shall extend through the last pay period ending in June 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the termination date that it desires to modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations. Employees shall receive their annual step increase during the course of negotiations.

**ARTICLE 20
SAVINGS CLAUSE**

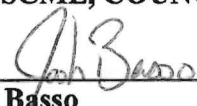
In the event that the language in any Article or Section of this Agreement should conflict with any state statute, City Charter or City Ordinance as determined by a Court of Law, said Article and/or Section shall be deemed null and void. The remainder of this Agreement shall remain in full force and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

The parties hereto have set their hands at Lewiston, Maine this 18th day of 2024, 2024.

CITY OF LEWISTON

By: 
Brian O'Malley
Acting City Administrator

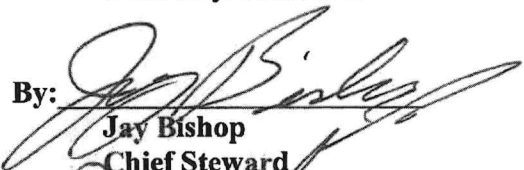
AFSCME, COUNCIL #93

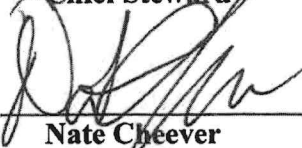
By: 
Josh Basso
Staff Representative

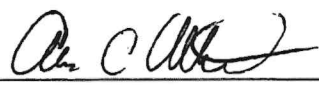
By: 
Matthew Pelletier
Unit Chair

By: 
Caelan Pelletier
Vice-Chair

By: _____
~~**Ryan Barry**~~
~~**Secretary/Treasurer**~~

By: 
Jay Bishop
Chief Steward

By: 
Nate Cheever
Building Steward

By: 
Adam West

Water Steward

By: VACANT

Shop Steward

APPENDIX A
CLASSIFICATION PLAN

CURRENT AND ONGOING UNTIL 6/30/13

<u>CLASS / GRADE</u>	<u>POSITION</u>
PW-1	CUSTODIAN METER MAINTENANCE WORKER
PW-2	WEIGH STATION ATTENDANT PARKING COLLECTIONS AND MAINTENANCE SPECIALIST
PW-3	HIGHWAY WORKER Class C SOLID WASTE WORKER Class C PARKS WORKER Class C WATER & SEWER WORKER Class C BUILDING MAINTENANCE WORKER Class C
PW-4	WATER & SEWER WORKER CLASS B WATER & SEWER SERVICE PERSON WATER & SEWER METER PERSON WATER & SEWER METER READER SEWER MAINTENANCE TECHNICIAN Class B – 2 EMPLOYEES LANDSCAPE / TREE WORKER – 1 EMPLOYEE STREET OPENING COORDINATOR Class B CLASS C MECHANIC HIGHWAY WORKER Class B MUNICIPAL GARAGE SHOP ASSISTANT SOLID WASTE WORKER Class B PARKS WORKER Class B BUILDING MAINTENANCE WORKER Class B -
PW-5	CARPENTER

ARBORIST I – EMPLOYEE
 TRAFFIC WORKER
 HIGHWAY EQUIPMENT OPERATOR
 SEWER MAINTENANCE TECHNICIAN Class B (with a
 Class 1 water distribution certificate)
 SOLID WASTE EQUIPMENT OPERATOR
 WATER & SEWER SERVICE PERSON (with a Class 1
 Distribution certification)
 WATER & SEWER METER PERSON (with a Class 1
 Distribution certification)
 WATER & SEWER METER READER (with a Class 1
 Distribution certification)
 WATER & SEWER WORKER CLASS B (with a Class 2
 water distribution certificate)
 WATER & SEWER EQUIPMENT OPERATOR
 STREET OPENING COORDINATOR Class A
 SEWER MAINTENANCE TECHNICIAN Class A

PW-6

ARBORIST II
 PUMPING STATION WORKER – 1
 MECHANIC CLASS B
 SEWER MAINTENANCE TECHNICIAN Class B (with a
 Class 2 water distribution certificate)
 WATER & SEWER SERVICE PERSON (with a Class 2
 Distribution certification)
 WATER & SEWER METER PERSON (with a Class 2
 Distribution certification)
 WATER & SEWER METER READER (with a Class 2
 Distribution certification)
 WATER & SEWER EQUIPMENT OPERATOR (with a Class
 1 or higher)

PW-7

PUMP STATION WORKER 2

PW-8

WATER TREATMENT OPERATOR

PW-9

EQUIPMENT MECHANIC CLASS A
 WELDER/MECHANIC

APPENDIX B

Y2027 - Effective July 1, 2026 -3%

Grade	Starting pay	2	5	8	10	12	15	18	21	25	28
Step #	1	2	3	4	5	6	7	8	9	10	11
N-1	\$21.67	\$22.30	\$23.00	\$23.69	\$24.38	\$25.11	\$25.87	\$26.66	\$27.43	\$28.25	\$29.10
N-2	\$22.30	\$23.00	\$23.69	\$24.38	\$25.11	\$25.87	\$26.67	\$27.46	\$28.27	\$29.13	\$30.00
N-3	\$23.45	\$24.15	\$24.85	\$25.62	\$26.37	\$27.14	\$28.01	\$28.86	\$29.71	\$30.59	\$31.51
N-4	\$24.58	\$25.34	\$26.12	\$26.89	\$27.71	\$28.50	\$29.38	\$30.27	\$31.18	\$32.12	\$33.08
N-5	\$25.83	\$26.63	\$27.41	\$28.23	\$29.07	\$29.97	\$30.88	\$31.79	\$32.73	\$33.71	\$34.72
N-6	\$27.12	\$27.94	\$28.80	\$29.63	\$30.56	\$31.46	\$32.38	\$33.36	\$34.36	\$35.39	\$36.45
N-7	\$28.48	\$29.36	\$30.21	\$31.14	\$32.06	\$32.98	\$34.01	\$35.04	\$36.09	\$37.17	\$38.29
N-8	\$29.94	\$30.85	\$31.71	\$32.70	\$33.68	\$34.67	\$35.73	\$36.78	\$37.88	\$39.03	\$40.20
N-9	\$31.42	\$32.34	\$33.33	\$34.32	\$35.33	\$36.41	\$37.49	\$38.61	\$39.77	\$40.96	\$42.20

Y2028 - Effective July 1, 2027 -3%

Grade	Starting pay	2	5	8	10	12	15	18	21	25	28
Step #	1	2	3	4	5	6	7	8	9	10	11
N-1	\$22.32	\$22.97	\$23.69	\$24.40	\$25.11	\$25.86	\$26.65	\$27.46	\$28.25	\$29.10	\$29.97
N-2	\$22.97	\$23.69	\$24.40	\$25.11	\$25.86	\$26.65	\$27.47	\$28.28	\$29.12	\$30.00	\$30.90
N-3	\$24.15	\$24.87	\$25.60	\$26.39	\$27.16	\$27.95	\$28.85	\$29.73	\$30.60	\$31.51	\$32.46
N-4	\$25.32	\$26.10	\$26.90	\$27.70	\$28.54	\$29.36	\$30.26	\$31.18	\$32.12	\$33.08	\$34.07
N-5	\$26.60	\$27.43	\$28.23	\$29.08	\$29.94	\$30.87	\$31.81	\$32.74	\$33.71	\$34.72	\$35.76
N-6	\$27.93	\$28.78	\$29.66	\$30.52	\$31.48	\$32.40	\$33.35	\$34.36	\$35.39	\$36.45	\$37.54
N-7	\$29.33	\$30.24	\$31.12	\$32.07	\$33.02	\$33.97	\$35.03	\$36.09	\$37.17	\$38.29	\$39.44
N-8	\$30.84	\$31.78	\$32.66	\$33.68	\$34.69	\$35.71	\$36.80	\$37.88	\$39.02	\$40.20	\$41.41
N-9	\$32.36	\$33.31	\$34.33	\$35.35	\$36.39	\$37.50	\$38.61	\$39.77	\$40.96	\$42.19	\$43.47

Y2029 - Effective July 1, 2028 -3%

Grade	Starting pay	2	5	8	10	12	15	18	21	25	28
Step #	1	2	3	4	5	6	7	8	9	10	11
N-1	\$22.99	\$23.66	\$24.40	\$25.13	\$25.86	\$26.64	\$27.45	\$28.28	\$29.10	\$29.97	\$30.87
N-2	\$23.66	\$24.40	\$25.13	\$25.86	\$26.64	\$27.45	\$28.29	\$29.13	\$29.99	\$30.90	\$31.83
N-3	\$24.87	\$25.62	\$26.37	\$27.18	\$27.97	\$28.79	\$29.72	\$30.62	\$31.52	\$32.46	\$33.43
N-4	\$26.08	\$26.88	\$27.71	\$28.53	\$29.40	\$30.24	\$31.17	\$32.12	\$33.08	\$34.07	\$35.09
N-5	\$27.40	\$28.25	\$29.08	\$29.95	\$30.84	\$31.80	\$32.76	\$33.72	\$34.72	\$35.76	\$36.83
N-6	\$28.77	\$29.64	\$30.55	\$31.44	\$32.42	\$33.37	\$34.35	\$35.39	\$36.45	\$37.54	\$38.67
N-7	\$30.21	\$31.15	\$32.05	\$33.03	\$34.01	\$34.99	\$36.08	\$37.17	\$38.29	\$39.44	\$40.62
N-8	\$31.77	\$32.73	\$33.64	\$34.69	\$35.73	\$36.78	\$37.90	\$39.02	\$40.19	\$41.41	\$42.65
N-9	\$33.33	\$34.31	\$35.36	\$36.41	\$37.48	\$38.63	\$39.77	\$40.96	\$42.19	\$43.46	\$44.77

APPENDIX C

City of Lewiston Wellness Personal Wellness Program

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

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

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

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

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

- Failure to complete your PHA annually

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

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

APPENDIX D

Department of Public Works Overtime Policy

Approved by Management and the Union July 2020

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

I. DEFINITIONS

1. **Scheduled Overtime:** This is overtime (O.T.) that is planned by 3:00 PM of the workday the O.T. is to be worked. This also, includes weekend and holiday O.T. work that is planned by 3:00 PM of the previous regular workday. Examples of scheduled overtime include, but are not limited to, raising manholes or catch basins in preparation for paving, installing new water lines, or doing a road rehabilitation.
2. **Emergency Overtime:** This is overtime as described in Article 4, Section 4, Part a. of the Collective Bargaining Agreement between AFSCME Local 1458 and the City of Lewiston.
3. **Non—Scheduled Overtime:** Unforeseen overtime that arises during the course of the day (24 hr. period), such as but not limited to, picking up roadkill or debris and placing barricades on hazards. This is important work but does not raise to the level of an emergency, as described above.
4. **Opt-Out:** Employee communicating annually to the Department in writing that they would prefer not be to selected for overtime if another employee not opting-out can be found to fill the need. This does not guarantee that an Employee will not need to respond if needed, especially during emergencies.
5. **Overtime List:** A list of all Employees eligible for overtime. The list indicates the following for each employee: Public Works Division, CDL type and endorsements, specialty qualifications, opt-out selection, seniority, and last overtime opportunity offered.
6. **Assignment:** An Employee who has been scheduled to a particular job or piece of equipment at "roll-call" and has been doing the work for the first four (4) or more hours of the work shift will constitute an assignment.

II. DEVELOPMENT AND MAINTENANCE OF THE OVERTIME LIST

1. No later than January 1st the Department will post a list of all Public Works Bargaining Unit Employees. That list will contain for each employee: Public Works Division, CDL type and endorsements, specialty qualifications, Employee's Opt-out selection, seniority and a space for the last overtime opportunity offered. This list may be maintained and sortable electronically, but will be posted in all Divisions on a 2-week basis.
2. Employees wishing to Opt-out must do so in writing on Department provided cards by December 21st of each year.
3. New employees will be listed as not having Opted-out.
4. Internal promotions and changes in qualification shall be recorded on the overtime list within 14-days.
5. When an employee is offered or an attempt is made offer an employee overtime that date shall be recorded on the overtime list. That employee will go to the bottom of the rotation. If two or more employees are next on the rotational list then the employee with the most seniority will be offered the opportunity first.
6. The Overtime list will be saved on a 14-day frequency and maintained for 2-years.

III. PROCEDURES OPTING-OUT

Opting-out is a process for employees to indicate that they would like the Department to offer overtime opportunities to other qualified Public Works Employees before they are called. This reduces the calls to employees not wanting as much overtime and provides opportunities to those who wish it. This does not excuse Opted-out employee from all overtime, especially that for Winter Operations and Emergencies

1. Beginning no later than December 1st and ending December 21st of each year Department will provide each employee with standing, a form to indicate whether or not they would like to Opt-out of overtime for the year. This will be in the form of a card explaining the Opt-Out processes and asking the employee to sign it if he/she wishes to be listed as Opted-Out.
2. New Employees first opportunity to Opt-Out will be the next annual Opt-out period after they complete their probationary period.
3. During the calendar year non-probationary employees may request to have their Opt-out status changed if they experience a significant life change. Such changes may include but are not limited to financial changes, daycare or dependent changes, illness, etc. Requests for a change of status will be made to the Director in writing.

Non-opted-out employees not responding to three consecutive requests for overtime, on different days may have their status changed to Opted-Out for the remainder of the calendar year from the third occurrence.

Assignment of Overtime:

1. When a supervisor determines that workers are needed for overtime beyond what can be managed by the Stand-by Person in that Division, if any (Article 5, Section 3), he/she will refer to the Overtime List. Offers will be made in the following manner until the need is satisfied.

Scheduled Worker needs:

- a. If the overtime is Scheduled, it will first be offered to the last employees with the "Assignment" of those duties on the current or last day the overtime is planned. If not enough employees are secured, then proceed to b.

Unscheduled and Additional Scheduled:

- b. All Non-opted-out, qualified, person(s) on the Overtime List within the Division and the classification needed beginning with the worker that has been the longest time without an overtime opportunity. If additional workers are needed then,
- c. All Non-opted-out qualified, person(s) on the Overtime list within the Division and in the next **higher classification** needed beginning with the worker that has been the longest time without an overtime opportunity. If additional workers are needed then,
- d. Steps a. & b. with all other Divisions on the Overtime List
- e. Same order of b. through d. for Opted-out employees.
- f. In the very unlikely event that no one accepts the overtime, then beginning with b. employees will be required to take the overtime assignment unless there is a legal or policy reason they cannot.

Below is a tabular representation of the above steps.

Step	Minimum Qualifications/ license/certifications	Classification	That Division	Opt-Out	Select in Order of
Scheduled a.	Yes	Yes	N/A	N/A	Seniority of the last employee performing the duty employee
b.	Yes	Yes	Yes	No	Reverse order of last recorded opportunity
c.	Yes	next higher	Yes	No	Reverse order of last recorded opportunity
d.	Yes	Yes then next higher (see step b. and c.)	Other Divisions	No	Reverse order of last recorded opportunity
g.	Yes	Yes, then next higher	Yes then all	Yes	Reverse Seniority
h.	Yes	Must Respond			

Assignment of Scheduled Snowplowing Overtime:

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

Assignment of Emergency Snowplowing Overtime:

1. Refer to the Winter Operations Policy.

Assignment of Scheduled Snow Removal Overtime:

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

Assignment of Scheduled Sweeping Overtime:

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

APPENDIX E
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APPENDIX F

WINTER OPERATIONS POLICY

A. Personnel Availability

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

B. Hours Worked

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

C. Team Approach

Because of the need to provide Employees with rest and the policy limiting the amount of time an Employee may work without an eight (8)-hour break, the Department organizes the snow effort by forming two teams.

Winter Operations (Plowing, Salting and Sanding)

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

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

D. Personnel Assignments

Salt/Sanding and Plow Units

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

Spare Plowing List

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

Permanent Volunteer List

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

APPENDIX G

ACCEPTABLE WORKFARE AND VOLUNTEER DUTIES

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

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

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

APPENDIX H

TRAINING INCENTIVES

The Union and City have mutually agreed on the following list of training incentives as referred to in Article 15, Section 4 of the Collective Bargaining Agreement. The list was originally approved on February 27, 2002 and updated May 17, 2002 and revised August 27, 2009 and again on Dec 12, 2017:

"Class A" Driver's License:

All employees are eligible for a Class A incentive. If the individual Employee has a Class A license he/she will be eligible for an annual \$350 incentive

Mechanics:

Mechanics are eligible for training incentives by successfully completing and maintaining Automotive Service Excellence (ASE) certifications as follows:

Successfully obtaining / maintaining four (4) ASE Certifications – \$400 training incentive

Successfully obtaining / maintaining eight (8) ASE Certifications – \$800 training incentive

Entitlement beyond the limits stated above shall be in the form of a \$300 annual training incentive for every four (4) additional certifications more than eight (8).

ASE Certifications include:

Automobile/Light Truck Tests

- Engine Repair (Test A1)
- Automatic Transmission/Transaxle (Test A2)
- Manual Drive Train and Axles (Test A3)
- Suspension and Steering (Test A4)
- Brakes (Test A5)
- Electrical/Electronic Systems (Test A6)
- Heating and Air Conditioning (Test A7)
- Engine Performance (Test A8)

Specialty Tests

- Exhaust Systems (Test X1)

Medium/Heavy Truck Tests

- Gasoline Engines (Test T1)
- Diesel Engines (Test T2)
- Drive Train (Test T3)
- Brakes (Test T4)
- Suspension and Steering (Test T5)
- Electrical/Electronic Systems (Test T6)
- Heating, Ventilation, and Air Conditioning (HVAC) Systems (Test T7)
- Preventive Maintenance Inspection (PMI) (Test T8)

Truck Equipment Tests

- Truck Equipment Installation and Repair (Test E1)
- Electrical/Electronic Systems Installation and Repair (Test E2)
- Auxiliary Power Systems Installation and Repair (Test E3)

Engine Machinist Tests

- Cylinder Head Specialist (M1)
- Cylinder Block Specialist (M2)
- Assembly Specialist (M3)

Collision Repair/Refinish

- Non-Structural Analysis and Damage Repair (Test B3)

- Structural Analysis and Damage Repair (Test B4)
- Mechanical and Electrical Components (Test B5)
- Damage Analysis and Estimating (Test B6)

Advance Level

- Auto Advance Engineering Performance Specifications (Test L1)
- Truck Advance Engineering Performance Specifications (Test L2)

Water & Sewer Workers (includes Equipment Operators assigned to Water & Sewer Division:

Employees obtaining State of Maine Water Treatment Licenses are eligible for training incentives as follows:

- Class I Operator: One (1) year experience in a Class I or higher water system or two (2) years of related experience and pass the Class I examination. - \$100 training incentive (\$50 for each test Distribution & Treatment)
- Class II Operator: Two years experience in a Class I or higher water system or four (4) years of related experience and pass the Class II examination. - \$200 training incentive (\$100 for each test Distribution & Treatment)
- Class III Operator: Three years experience at a Class I or higher water system or six (6) years of related experience and pass the Class III examination - \$600 training incentive (\$300 for each test Distribution & Treatment)
- Class IV Operator: Four years experience in a Class I or higher water system or eight (8) years of related experience and pass the Class IV examination. - \$400 training incentive (\$200 for each test Distribution & Treatment)
- Backflow Prevention Certification - \$400

Successfully completing a pre-approved Surveying Course from Technical Colleges within the last ten (10) years or providing proof of completing a course and demonstrating competency - \$350 training incentive

Water & Sewer Workers are eligible for training incentives for successfully completing additional training Courses Offered by Maine Rural Water Association and other pre-approved courses as follows:

Three (3) courses completed within last ten (10) years - \$100 training incentive

Six (6) courses completed within last ten (10) years - \$300 training incentive

Nine (9) courses completed within last ten (10) years - \$500 training incentive

- Variable Frequency Drives
- Chemical Hygiene
- Applied Hydraulics
- Getting Started in Source Water Protection
- Excavations & Permit Required Confined Spaces
- Electric Motors: Types, Installation & Maintenance
- Care & Maintenance of Laboratory Instruments & Preparing for a Laboratory Inspection
- Wastewater Operator Certification Review Class I/II
- Wastewater Operator Certification Review Class III/IV
- Wastewater Treatment Plant Blueprint Reading
- Small Water System Operation & Maintenance (Water Treatment Certification Prep Course)
- Distribution System Operator Certification Review Class I/II
- Distribution System Operator Certification Review Class III/IV
- Water Operator Certification Review Class I/II
- Water Operator Certification Review Class III/IV
- Chemical Feed Systems Operation & Maintenance
- Water Meters: Types, Selection & Maintenance
- Snow and Ice Control (MDOT)
- Tort Liability (MDOT)

- Work Zone Safety (Traffic Control) (MDOT)
- "Lines, Levels, and Layouts" (MDOT)
- Approved courses on masonry
- Approved courses on plumbing
- Approved courses on small engine repair

Building Maintenance Workers

Building Maintenance Workers are eligible for training incentives for successfully completing approved courses in the following areas of study (more classes may be added as they are identified):

Three (3) courses completed within last ten (10) years - \$100 training incentive

Six (6) courses completed within last ten (10) years - \$300 training incentive

Nine (9) courses completed within last ten (10) years - \$500 training incentive

- Electrical Wiring
- Plumbing
- Heating Ventilation & Air Conditioning
- Carpentry
- Facility Maintenance
- Electric Generators
- Approved courses on small engine repair

Any one (1) of the following will make Building Maintenance Workers eligible for a \$300 training incentive. Obtaining two of the following will result in a \$500 training incentive. Obtaining all three or more will result in a \$700 training incentive.

- Low Pressure Boiler Operator License
- High Pressure Boiler Operator License
- Boiler Inspector License
- Boiler Welder License
- Journeyman Electrician
- Journeyman Carpenter
- Journeyman Plumber

Parks Worker & Landscape/Tree worker

Parks Workers & Landscape/Tree workers are eligible for training incentives as follows:

- Maine Landscape Arborist First Class License (Parks Worker Only - already required for Landscaper/Tree worker) - \$200
- Commercial Pesticide Applicator License - \$200 training incentive

Any one (1) of the following will make the employee eligible for a \$300 training incentive.

Obtaining two (2) of the following will result in a \$500 training incentive. Obtaining all three will result in a \$700 training incentive.

- Licensed Professional Forester
- Master Maine Arborist License
- ISA (International Society of Arboriculture) Certification

Parks Workers and Landscape/Tree workers are eligible for training incentives for successfully completing approved courses in the following areas of study (more classes may be added as they are identified):

Three (3) courses completed within last ten (10) years - \$100 training incentive

Six (6) courses completed within last ten (10) years - \$300 training incentive

Nine (9) courses completed within last ten (10) years - \$500 training incentive

- Snow and Ice Control (MDOT)
- Tort Liability (MDOT)
- Work Zone Safety (Traffic Control) (MDOT)

- "Lines, Levels, and Layouts" (MDOT)
- Electrical Safety Workshop (EHAP)
- Excavations & Permit Required Confined Spaces (MRWA – Maine Rural Water Association)
- Approved courses on masonry
- Approved courses on small engine repair

Highway Workers and Equipment Operators:

- Successfully completing a pre-approved Surveying Course from Technical Colleges within the last ten (10) years or providing proof of completing a course and demonstrating competency - \$350 training incentive

Successfully Completing Classes offered by MDOT's Maine Local Roads Association "Roads Scholar Program" and various other pre-approved courses:

Three (3) courses completed within last ten (10) years - \$100 training incentive

Six (6) courses completed within last ten (10) years - \$300 training incentive

Nine (9) courses completed within last ten (10) years - \$500 training incentive

Named a "Road Scholar" by MDOT – \$600 training incentive

- Roadway Fundamentals for Municipal Officials
- Basics of Paving Contracts and Inspection Techniques
- Snow and Ice Control
- Road Surface Management System (RSMS) – two (2) days (counts as two (2) workshop days)
- Tort Liability
- Drainage, Drainage, Drainage
- Work Zone Safety (Traffic Control)
- Knowing the MUTCD & Proper Roadsign Installation

Other Applicable Courses (Not Specifically Required for the Road Scholar Program)

- Maintaining Traffic Signals Workshop (MDOT)
- Sign Inventory Management System (MDOT)
- SuperPave (MDOT)
- "Lines, Levels, and Layouts" (MDOT)
- Maintaining Local Bridges (MDOT)
- Electrical Safety Workshop (MDOT)
- Maintaining Gravel Roads (Grader Ops) (MDOT)
- Excavations & Permit Required Confined Spaces (Offered by MRWA - Maine Rural Water Association)
- Approved courses on masonry
- Approved courses on small engine repair
- Beginning or Advanced Welding
- Chainsaw Safety Training
- Defensive Driver's Training
- Front-End Loader
- Tractor Loader/Backhoe
- Drips, Drains and Drums
- Municipal Equipment Management System (MEMS)

Solid Waste Workers and Equipment Operators

- Training in Appliance Freon Removal - \$300 training incentive
- Successfully completing a Surveying Course from Technical Colleges within the last ten (10) years - \$200 training incentive

Successfully Completing Classes offered by SWANA (Solid Waste Association of North America) and/or MDOT's Maine Local Roads Association "Roads Scholar Program":

Three (3) courses completed within last ten (10) years - \$100 training incentive

Six (6) courses completed within last 10 years - \$300 training incentive

- Health and Safety at MSW Landfills Training Package (SWANA)
- Training Sanitary Landfill Operating Personnel Training Package (SWANA)
- Waste Screening at MSWM Facilities Training Package (SWANA)
- Snow and Ice Control (MDOT)
- Drainage, Drainage, Drainage (MDOT)
- "Lines, Levels, and Layouts" (MDOT)
- Maintaining Gravel Roads (Grader Ops) (MDOT)
- Approved courses on small engine repair

SWANA Certifications – Any of the following “Associate” Certifications will make the employee eligible for a \$200 training incentive. Any of the following “Manager” Certifications will make the employee eligible for a \$400 training incentive.

- Certified Landfill Technical Associate
- Certified Landfill Manager
- Certified Recycling Technical Associate
- Certified Recycling Manager
- Certified Transfer Station Technical Associate
- Certified Transfer Station Manager
- Certified MSW Collection Technical Associate
- Certified MSW Collection Manager

APPENDIX I

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