

POLICY AND PROCEDURES MANUAL

FOR THE

**LEWISTON-AUBURN WATER
POLLUTION CONTROL AUTHORITY**

Approved: April 13, 2018

Revision D

Table of Contents

SECTION 1: INTRODUCTION AND PURPOSE	1
SECTION 2: EMPLOYMENT POLICIES	2
2.0: EMPLOYMENT POLICIES	2
2.1: ATTENDANCE	2
2.2: BENEFITS	2
2.3: CELL PHONE STIPEND POLICY	5
SECTION 2.4: DISCIPLINARY ACTION	5
SECTION 2.5: EMPLOYEE DEVELOPMENT	6
SECTION 2.6: EMPLOYEE EVALUATIONS	8
SECTION 2.7: FAIR TREATMENT PROCEDURES	9
SECTION 2.8: FULL AND PART TIME EMPLOYEES	10
SECTION 2.9: HOLIDAYS	10
SECTION 10: MERIT PAY	11
SECTION 2.11: MISCELLANEOUS LEAVE	12
SECTION 2.12: NON-UNION EMPLOYEE PAY	13
SECTION 2.13: PERSONNEL PAY PLAN TABLE	14
SECTION 2.14: POSITION CLASSIFICATION AND PAY PLAN	14
SECTION 2.15: RECRUITMENT, TRANSFER AND PROMOTIONS	14
SECTION 2.16: SICK LEAVE AND DISABILITY	15
SECTION 2.17: VACATION	18
SECTION 2.18: WORK WEEK AND OVERTIME	18
SECTION 2.19 INTERNSHIP POLICY	21

SECTION 3: PROCEDURAL POLICIES	34
SECTION 3.1 - PERSONAL VEHICLE POLICY	34
SECTION 3.2 - PHONE USE	34
SECTION 3.3 - PLANT EQUIPMENT TAMPERING POLICY	34
SECTION 3.4 - PROFESSIONAL CONDUCT AND PERSONAL COURTESY	35
SECTION 3.5 - PURCHASING POLICY	35
SECTION 3.6 - REIMBURSEMENT OF EXPENSES	41
SECTION 3.7 - REIMBURSEMENT FOR SAFETY GLASSES POLICY	41
SECTION 3.8 - TOOL BORROWING POLICY	42
SECTION 4: GENERAL POLICIES	43
SECTION 4.1 - COMPUTER POLICY	43
SECTION 4.2 - CODE OF ETHICS POLICY	44
SECTION 4.3 – BEARD POLICY	45
SECTION 4.4 - MISCELLANEOUS	45
SECTION 4.5 - SEVERABILITY AND RESERVATIONS	46
SECTION 4.6 - SEXUAL HARASSMENT POLICY	46
SECTION 4.7 - SMOKING POLICY	47
SECTION 4.8 – DRUG FREE WORKPLACE AND SUBSTANCE ABUSE POLICY	48
SECTION 4.9 -- MALFEASANCE	56
SECTION 5.0 - RECORDS RETENTION POLICY	56
LAWPCA Employee Agreement- Cell Phone Stipend	Appendix A
Personnel Pay Plan Table	Appendix B
Liability Release Form-Working of Vehicles	Appendix C
Employee Evaluations	Appendix D

SECTION 1: INTRODUCTION AND PURPOSE

The Policy and Procedure Manual applies to all Lewiston-Auburn Water Pollution Control Authority (LAWPCA) staff. This manual is not intended to be, and should not be interpreted as, a contract between LAWPCA and any employee.

Some policies apply to all LAWPCA employees. Some may apply to specific categories of staff. Employees who are members of a collective bargaining unit should first refer to their union contract for guidance on any of the policies, procedures, practices or benefits described in this policy manual. If the union contract does not specifically address the policy, procedure, practice, or benefit, then the employee may infer that the description in this policy manual applies to the employee. In the event of a discrepancy between this manual and a collective bargaining agreement covering employees who are represented by a union, the terms of the bargaining agreement will govern.

This manual should be used as a reference and as a general guide rather than as an inflexible rule book. It is a resource for interpreting the variety of situations that can occur in the workplace. In each case when the policies in this manual are applied to such situations, including employee performance and possible misconduct, the appropriate disciplinary or counseling action will be determined at LAWPCA's discretion, on the basis of the particular facts, circumstances and conditions spelled out in any collective bargaining unit contract. Human resource questions, which are not directly addressed in this manual, should be referred to the Superintendent.

The Policy and Procedure Manual will be updated on a regular basis, and LAWPCA reserves the right to change, modify or supersede any of these policies and procedures with or without notice at any time. All matters addressed in this handbook are subject to the provisions of Federal, State and Local Laws and Ordinances regulating LAWPCA and the services provided by LAWPCA.

LAWPCA is an Equal Employment Opportunity employer. LAWPCA provides equal employment opportunity and does not discriminate in hiring or employment on the basis of religion, age, sex, sexual preference, race, color, ancestry or national origin.

This manual was developed in order to organize all policies and procedures that have been developed over time and have been formally adopted by the LAWPCA Board of Directors. This policy manual can be found on the LAWPCA website at: <http://www.lawpca.org>

Any questions about the application of a policy should be directed to the Superintendent.

SECTION 2: EMPLOYMENT POLICIES

2.0: EMPLOYMENT POLICIES

Employment policies involve the worker's employment relationship with the organization e.g., hiring, discipline, holiday, wages, etc. These policies cover benefits and employees' rights.

2.1: ATTENDANCE

2.1A: Punctuality and notice: All employees are expected to be punctual in arriving at work. All employees are to report to work on time and be at their respective places of work at the appointed starting time. Any employee unable to report to work for the day, or who is delayed in reporting to work, is required to notify the employee's immediate supervisor, the Superintendent or the Assistant Superintendent prior to the employee's normal starting time.

2.1B: Time spent away from LAWPCA facilities: Whenever an employee is away from the employee's normal LAWPCA worksite, including but not limited to times when an employee is at a remote location on LAWPCA business, it remains the employee's responsibility to notify the persons responsible for receiving public visitors and telephone calls where the employee will be, how the employee can be reached, and when the employee expects to return.

2.2: BENEFITS

2.2A: Social Security: LAWPCA participates in the federal social security system and makes joint payments with employees into the system pursuant to the requirements of federal law. Benefits provided by the social security system include retirement, survivor benefits, disability, and medical coverage.

2.2B: The Authority makes available to its employees Maine Municipal Employee's Health Trust (MMEHT) PPO -500 Plan. Along with the PPO-500 plan, the Authority has established a Health Reimbursement Account (HRA) for eligible employees as follows: \$750 will be available for employees enrolled in the PPO-500 plan as employee only and \$1500 for employees enrolled as single plus children or family. The HRA funds will be available to reimburse employees for out of pocket deductible and co-insurance costs as incurred (often termed "front loaded"). The Authority reserves the right to convert said coverage to another carrier which provides substantially equal or better coverage than that described herein. For all employees hired prior to January 1, 2006, the Authority will pay towards the cost of —the PPO-500 plan, 85% of the PPO-500 premium cost in the categories of employee only, employee plus children, employee plus spouse or family. For all employees hired after January 1, 2006, the Authority will pay 80% of the premium costs for the PPO-500 plan in the categories discussed above. Employees will be allowed to enroll in the POS-C plan with MMEHT when the employee agrees to pay the difference in premium cost (the employee would need to pay the difference between the POS-C premium and 85% or 80% of the PPO-500 premium).

2.2C: Start of Coverage: Health insurance coverage under this section shall be available to all employees who elect coverage and shall become effective once all administrative and eligibility requirements have been satisfied.

2.2D: Payment for non-use of Health Insurance: An employee who would otherwise be eligible for health insurance coverage, but receives coverage from another source and therefore is not covered by the Authority’s carrier, or who elects to be covered at a lower (less costly) category than that for which the employee is eligible, will receive payments in lieu of insurance according to Table A below: (equal to one-third of the annual premium and subject to negotiations or board approval).

Table A. – Insurance Incentive Schedule
EFFECTIVE DATE - JANUARY 1,
2018

Change in Coverage	Weekly Payment	Annual Payment
Employee only to no coverage	\$64.06	\$3,331
Employee + children no coverage	\$104.53	\$5,435
Family or married to no coverage	\$143.69	\$7,472
Employee + children to employee only	\$40.46	\$2,104
Family to employee + children	\$39.17	\$2,037
Family or married to employee only	\$79.63	\$4,141

2.2F: Employees not enrolled in the MePERS retirement program will be provided the option of participating in the International City Managers Association Retirement Corporation (ICMA – RC) 457 plan. The Authority will provide “matching fund contributions” equal to the percentage of wages contributed by employees up to 6% of that employee’s wages. Employee contributions in excess of 6% will be allowed but will not receive matching contributions above the 6% described above. All Authority contributions will be made into the employee’s ICMA –RC account, and the Authority will make all reasonable efforts to contribute to both the ICMA 457 and the AFSCME 457 plans (per Union Contract article 20.12) on a weekly basis.

2.2G: Worker’s Compensation Insurance: LAWPCA provides worker’s compensation insurance to its employees in accordance with the laws of the State of Maine. Such insurance is intended to protect the employee’s income when an employee is injured as a result of a service connected injury. Any employee involved in any accident while performing Authority work is required to provide a timely report of the accident and any injury sustained to the employee’s supervisor. Further, an accident report must be filled out as soon as reasonably possible, even if no work time is lost as a result of the accident and no medical attention is sought.

2.2H: Continuation of Health Insurance and Retirement Benefits: During a period that an employee is not physically working and is receiving Worker’s Compensation Insurance payments, the Authority will continue to pay the Authority portion of the employee’s health

insurance and retirement program contributions if the employee makes provisions to pay for the employee's share of these benefits.

2.2I: Unemployment Compensation: LAWPCA pays unemployment compensation as a "direct reimbursement" employer. Unemployment benefits, when assessed to LAWPCA are made to the Maine Department of Labor, which makes unemployment payments to employees determined by the Department of Labor to be eligible.

2.2J: Life Insurance: LAWPCA makes term life insurance available to employees through two programs. First, employees participating in the Authority's health insurance, through the Maine Municipal Employee's Health Trust, receive term life insurance in the amount of one times annual salary at no additional cost to the employee. Additional term life insurance is available to employees at the employee's cost through the MePERS, regardless of whether or not the employee participates in the retirement program offered by the MePERS.

2.2K: Income Protection Plan: An income protection plan is available to all employees through the Maine Municipal Employee's Health Trust. Coverage is available based as a percentage of regular earnings and premiums are paid by the employee.

2.2L: UNIFORMS & SAFETY TOE SHOES

2.2. L.1: It is a condition of continued employment that bargaining unit employees wear uniforms. Such uniforms shall be purchased by the employee using his/her clothing allowance. The Authority recognizes that some non-union employees work in environments for which wearing a uniform is a practical necessity for a portion of their working hours. For these employees, the Superintendent will recommend, and the Board of Directors will determine what percentage of the clothing allowance/stipend will be provided.

2.2. L.2: The Authority will provide to each employee required to wear a uniform, a clothing allowance/stipend of seven hundred dollars (\$650) each year. The clothing allowance shall be paid to the employee in two separate checks of three hundred dollars (\$325) each issued the first pay period after January 1 and July 1.

2.2. L.3: Each employee shall maintain his or her uniform in serviceable, neat, and clean condition.

2.2. L.4: Any employee exposed to operations or construction shall wear safety toe shoes. The Authority will contribute up to \$200 toward the purchase of safety shoes; purchase to be made through or upon written authorization of the Authority. The Authority, in its sole discretion, may furnish replacement shoes on a more rapid schedule, on a case by case basis.

2.2. L.5: The Authority reserves the right to provide a pro-rated clothing allowance (based on the number of months worked).

2.2M: Continuance of Benefits: LAWPCA does not provide any assurance or guarantee that the benefits defined in this section will continue. The Authority will provide those benefits which it

believes to be in the best long-term interest of the Authority and its rate payers to provide. In cases where benefits need to be modified, LAWPCA will make all reasonable efforts to provide benefits approximating the benefits outlined above.

2.3: CELL PHONE STIPEND POLICY

2.3A: The Authority has determined a need to ensure certain employees are accessible at all times via cellular phone. The employees meeting this criterion have roles within the Authority that require regular means of communication with vendors, suppliers, other employees, and in case of LAWPCA emergencies during and outside of regular working hours. The identified employees are the Superintendent, Assistant Superintendent, Plant Supervisor, Compost Facility Supervisor, and Pretreatment/Safety Coordinator.

2.3B: To acknowledge the Authority's need and to compensate the above employees, a program has been established to provide such employees a monthly stipend of \$20.00 for use of their personal cellular phone for such activities. To qualify for the stipend, the employees must maintain cellular telephone service and sign the "LAWPCA Employee Agreement for Use of Personal Cellular Telephones" (appendix A).

SECTION 2.4: DISCIPLINARY ACTION

2.4A: Basis for Discipline: All employees are expected to perform their duties thoroughly, diligently and to the best of their abilities and skills, without unnecessary delays or interruptions. The success of LAWPCA in providing an essential public service depends on hard work, cooperation, and adherence to LAWPCA policies by all employees. It is the responsibility of each employee to know the duties of his or her position and to be familiar with LAWPCA policies, and regulations. LAWPCA management is committed to helping all employees with questions and professional development. Questions pertaining to position responsibilities, procedures and regulations are encouraged.

2.4B: Timing and Nature of Disciplinary Actions: If at any time, in the judgement of an employee's supervisor, the employee's work performance, attitude, work habits, attendance/use of sick time, or conduct fall below acceptable standards, the employee's supervisor is to inform the employee and attempt to counsel and assist the employee to correct the problem. When deemed appropriate by management, disciplinary actions including oral reprimand, written reprimand, suspension, demotion and discharge may be used. In most cases, there will be a progressive sequence of counseling and corrective efforts and time will be allowed for improvement. However, when in the judgment of the management it is necessary, immediate disciplinary action up to discharge may be taken.

2.4C: Serious behaviors requiring discipline: The following actions or behavior, without being exclusive, will constitute just cause for suspension, demotion or discharge:

- a) Ingesting intoxicating beverages or drugs on the job, arriving for work while under the influence of intoxicating beverages or drugs or bringing same to the job site.
- b) Insubordination.
- c) Being repeated tardy after written warning.
- d) Willful, grossly negligent or malicious damage to property, or theft of property.
- e) Conviction of a class A, B or C crime under the Maine Criminal Code or any criminal offense involving moral turpitude.
- f) Violation on the job of any state or municipal ordinances which substantially impairs or endangers the safety of the public.
- g) Theft or dishonesty relating to employment.
- h) Regular or repeated failure to perform all assigned tasks.
- i) Knowingly giving false statements to a supervisor or the public or falsifying public records.
- j) Accepting gifts or gratuities as an inducement for the performance of official duties.
- k) Exerting unlawful influence or pressure to secure promotion, assignment, leave, increased pay, or other benefits.
- l) Fraudulent use of leave.
- m) Inappropriate use of LAWPCA Computing Resources as indicated in the “Use of Authority Computing Resources Policy” found in Section 4.1.
- n) Physical abuse or intimidation of another employee or of any person while on or in Authority Property.
- o) Absence without leave
- p) Violation of established policies and procedures of the Authority

SECTION 2.5: EMPLOYEE DEVELOPMENT

2.5A Purpose: The purpose of LAWPCA provided training is to present LAWPCA employees with reasonable opportunities for self-improvement, to help provide advancement tools needed for employees to assume positions of greater responsibility, to improve the safety and health of

employees, to improve LAWPCA function through more effective employees and to improve the overall character of the workplace.

2.5B: Training Opportunities: Classes and training events must be preapproved by the Superintendent, Assistant Superintendent, or Plant Supervisor. If approval is granted, the employee will be paid per day for the lesser of the following:

- 1) The time spent in actual training and travel
- 2) The employee's regularly scheduled hours or if the employee is not scheduled to work, an eight-hour day.

For approved training, the Authority will pay the cost of tuition or registration, required textbooks or materials, laboratory fees and travel expenses. For college courses, travel expenses will not be covered.

All college courses must be directly work related, unless they are required electives of a college degree program that has been approved by the employee's supervisor and therefore deemed directly work related. The Authority will pay for no more than 12 college credit hours per employee per year. To ensure appropriate funding and approval, employees must submit a training request for the following year college courses during the preceding year's budget process (Typically October). College course requests will not be approved until the Authority's budget for following year has been adopted.

All of these payments are subject to the employee's satisfactory completion of the training. In the case of college courses, this amounts to the receipt of a passing grade. In the case of seminars, conventions and other ungraded training events, this amounts to full and attentive attendance. Thus, if an employee signs up for, and is approved to attend, a given event, the employee will be expected to reimburse the Authority for any payments made for any days, or portions thereof, that the employee does not participate in the training (unless excused due to illness or Authority permission). In example, if you sign up to attend the Maine Water Environment Association convention, you will be required to attend a full schedule of training classes. In all cases, employees are expected to car pool whenever practical and use all reasonable methods to contain costs for training. The intent of this policy is to make the maximum amount of training available to the maximum number of employees, given that training funds are limited.

2.5C Non overnight travel: As all LAWPCA employees regularly work at a fixed location, the following travel reimbursement policy shall apply if the employee travels to another town/city and returns home the same day for all work and training considered by the Authority to be authorized training that is part of the employee's job description: The time spent in traveling to and returning from the other city is work time, except that the employer may deduct/not count that time the employee would normally spend commuting to the regular work site.

2.5D: Overnight travel: Training travel that keeps an employee away from home overnight is travel away from home. Travel away from home is considered work time when it cuts across the employee's workday. Any Superintendent authorized training or conference time that is considered to be part of the employee's job description, shall be compensated as not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days. LAWPCA will not consider as work time that time spent in travel

away from home outside of regular working hours as a driver or passenger on an airplane, train, boat, bus, automobile or similar forms of transportation.

2.5E: Professional Societies: The Superintendent may approve LAWPCA payment for membership in professional societies and organizations when it is deemed to be to the mutual benefit of LAWPCA and the employee. Any such approval will be subject to the availability of funds for this purpose.

2.5F: Other Training Opportunities: Training opportunities in various forms may be provided by LAWPCA. Such opportunities may include programs offered on site, opportunities to work on projects which may be outside an employee's regular duties and responsibilities, safety and health related training classes or special instruction, and others. The availability of any such training, its form and content, and the employees to whom it will be offered are matters reserved to the sole discretion of the Superintendent.

2.5G: All employees hired after January 1, 2006 are required to obtain and maintain a grade one or higher wastewater treatment plant operator's license from the State of Maine within one year of their date of hire. The time allowed to fulfill this requirement may be extended on the sole discretion of the Authority Superintendent when reasonable efforts have been made by the employee to obtain a wastewater treatment plant operator's license.

2.5H: Employees acquiring and maintaining valid Maine Wastewater treatment plant operator's licenses will be paid in the first payroll of December an annual stipend as shown below:

Grade 1 or 2:	\$50.00
Grade 3:	\$75.00
Grade 4:	\$100.00
Grade 5:	\$125.00

SECTION 2.6: EMPLOYEE EVALUATIONS

The Lewiston Auburn Water Pollution Control Authority encourages the recognition of excellent performance and achievement through an evaluation process. Employee evaluation and recognition are all important parts of continuous improvement and employee growth, while ensuring goals and objectives are being met at LAWPCA.

Annual written evaluations are made of each staff member at LAWPCA by the superintendent or either the assistant superintendent or plant supervisor. Management evaluations of the assistant superintendent and plant supervisor may be performed solely by the superintendent. Evaluations will be done in conjunction with annual budget preparations due to the fact that non-union employee merit pay is dependent upon these performance evaluations. Copies of the annual written evaluations will be kept in each employee's record file located in the vault as well as

provided to each individual. Employees have the opportunity to reply in writing to the superintendent's evaluation. The evaluation form can be found in Appendix D.

SECTION 2.7: FAIR TREATMENT PROCEDURES

2.7A Policy: LAWPCA believes that employees must be treated fairly and that there must be a procedure for dissatisfaction to be reviewed appropriately. The appeal mechanisms delineated in this policy are intended to equip and empower employees with the means to review the interpretation of these personnel policies and their application to employees.

2.7B Initiation of Fair Treatment Procedure: If an employee has a concern or complaint relating to a matter covered by these procedures, then within five (5) working days after the event or action(s) involved, the employee is to bring the matter to the attention of his or her immediate supervisor in written form. The supervisor is required to attempt to resolve the matter or to develop a plan to resolve the matter and respond in writing within three (3) working days. A copy of the written response must be given to the Superintendent.

2.7C First Appeal: If the supervisor's response does not satisfactorily resolve the matter, then within five (5) working days the employee may bring the matter directly to the attention of the Superintendent by submitting a written statement of the concern or complaint. (In the case where the Superintendent indicates that he or she is in possession of the original complaint, the employee need only state in writing that the matter remains unresolved). The Superintendent will review the information submitted, may meet with the employee privately, may investigate the matter further, or may call a meeting of interested and affected parties. Within five (5) working days of receiving the complaint or concern, the Superintendent will respond to the employee with a written decision, or with an explanation of the actions being taken, and a reasonable time by which the employee will have a final written statement from the Superintendent.

2.7D Second Appeal: If the employee's complaint or concern is not resolved satisfactorily by the Superintendent, the employee may appeal to a specially appointed Fair Treatment Committee composed of three (3) members of the LAWPCA Board of Directors. After reasonable notice, the Fair Treatment Committee will meet with the employee and the employee will be given an opportunity to present the employee's complaint or concern in a comprehensive manner. The employee will be entitled to present written information (in addition to verbal presentation) and the employee may have an additional person or persons appear to present information or testimony on behalf of the employee or in support of the employee's position. The management or other interested party may also be asked or allowed to present information on the matter. If other persons present information about the matter in question, the employee will be afforded the opportunity to ask questions of that person or persons. Although the Fair Treatment Committee process is not intended to act as a formal hearing or trial, the employee may be represented by an attorney if the employee so chooses. After receiving all pertinent information that the employee wishes to present, the Committee may request additional information from any source it deems helpful, may conduct additional investigations or direct others to perform such investigations, or perform any other actions which it deems necessary to establish all information pertinent to the

matter. The decision of the Fair Treatment Committee will be the final action of the Authority on the matter.

SECTION 2.8: FULL AND PART TIME EMPLOYEES

2.8A Regular Full Time Employees: Most LAWPCA employees are employed on a full-time basis (35-40 hours depending on the position), and those employees will be eligible to receive full benefits under these policies.

2.8B Regular Part Time Employees: Employees that are regular employees and have been assigned by LAWPCA to work fewer hours than those in the normal work week on a regular basis will be eligible for benefits under these policies on a partial basis. In general, benefits will be extended to regular part time employees in proportion to the number of hours they normally work.

2.8C Temporary Employees: LAWPCA reserves the right to hire limited, temporary employees. Such employment may, but also may not, include eligibility for benefits. LAWPCA will decide the level of benefits to be included with any temporary employment on a case by case basis prior to hiring.

SECTION 2.9: HOLIDAYS

2.9A Recognized Holidays: The following holidays are currently recognized by LAWPCA:

New Year's Day

Martin Luther King, Jr. Day (MLK)

Patriots Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Presidents Day (can only be taken in place of MLK Day or Patriot's Day)

3 Personal Holidays (8 hours each)

These personal holidays may be taken when accrued hours are available as follows:

- a) As hours off from work with the same number of hours of pay, or
- b) As a working day plus, normal daily schedule hours as additional hours of straight time pay.

2.9. A.1 Applicable to Presidents Day: Subject to the Superintendent's final approval, and no later than 10 days after the notice is posted to the bulletin board, employee must provide notice

to the Superintendent as to which two of the three holidays (Presidents Day, Martin Luther King Day or Patriots Day) shall be taken for the fiscal year.

2.9B Saturday and Sunday Holidays: With the exception of the operator positions and unless otherwise provided for by law, if a holiday should fall on a Sunday, it will be observed on the following Monday. If a holiday falls on a Saturday, it will be observed on the preceding Friday.

2.9C Leave of Absence: An employee on a leave of absence without pay will not receive holiday pay. In order to qualify for pay for any such holiday, an employee must work any scheduled hours 24 hours prior to and 24 hours after the holiday, and must be on the Authority's active payroll during the month during which the holiday occurs; provided that an absence excused in advance by the Authority, in its sole discretion, shall not cause a loss of holiday pay, it being agreed that the exercise of discretion in any such case shall not be subject to grievance or arbitration.

2.9D Christmas Eve will be recognized as a 4- hour holiday. When Christmas falls on Sunday or Monday, the Christmas Eve holiday will be recognized on the Preceding Friday for all employees not working on an "operations" schedule.

2.9E Eligibility: Probationary employees will receive holiday benefits. In order to receive holiday benefits, excepting approved vacation or excused absence, an employee must work all scheduled hours 24 hours prior to and 24 hours after the holiday and must be on the Authority's active payroll during the month in which the holiday occurs.

2.9F Payment Basis: an employee who qualifies for holiday pay will receive pay equal to eight times the employee's regular rate of pay. When an employee works on a holiday, the employee will be paid for the hours worked at a rate of time and one half (1 ½) in addition to the normal holiday pay.

SECTION 2.10: MERIT PAY

Each non-union position at LAWPCA has an established pay range based on recommendations from a 2016 salary survey completed by Human Resource Partners, LLC. During the hiring process for each of these positions it is the responsibility of the Superintendent to determine where a qualified applicant would fall in the range for that position. Upon a non-union job vacancy, the position should be advertised at the bottom of the salary range to allow for maximum growth in that position. However, if a qualified applicant wishes to negotiate the salary, and if deemed appropriate and warranted by the superintendent, then an applicant may be hired at a salary higher than the bottom of the range, but not higher than the top of the salary range. Careful consideration of an applicant's qualifications and benefits to the Authority must be made when negotiating a salary above the bottom of the range.

Merit pay, which should be considered a separate type of raise from either promotion, or cost of living allowance, may be added to a non-union employees' salary in recognition for superior performance upon board approval utilizing fair and equitable compensation practices. Merit pay

recommendations will be based upon the superintendents' annual evaluation of non-union staff to recognize and reward meritorious performance and organizational contributions.

Recommended levels of merit will be made to the LAWPCA board of director's in conjunction with the submission and approval of an annual budget. Once an employee reaches the top of the established pay scale, merit pay will not be awarded. Merit pay recommendations for non-union employees are to be based upon the following ratings:

Scoring average of 3.0 or lower = No merit pay increase

Scoring average or 3.01 to 3.99 = 1%

Scoring average of 4.0 or higher =2%

If a merit pay increase is approved by the Board of Directors, the increase will become effective January 1st of the following year's budget. Periodically, LAWPCA management will conduct salary surveys of all non-union positions to determine whether or not adjustments should be made to the salary ranges for each position.

SECTION 2.11: MISCELLANEOUS LEAVE

2.11A Bereavement Leave: An employee may be compensated for three (3) days straight time pay for the purpose of attending to the funeral and handling the business and personal arrangements resulting from the death of an employee's grandparent, step-parent, brother, sister, parent in law, brother-in-law, or sister-in-law, step brother, step sister. In the case of a parent, spouse, child, or step child the leave may be (4) four days. In addition, in the case of a parent, spouse, child, or step child, an employee having accumulated sick time may use such accumulated sick time in order to extend paid time away from work for bereavement to five (5) days. Bereavement leave is to be counted as working days starting with the date of death, except that in the case of special circumstances such as a delayed internment, LAWPCA may allow some of the bereavement time to be used later in the year for that purpose.

2.11B Leave of Absence: The Superintendent may, in his or her sole discretion, permit a full-time employee to take a leave of absence without pay or benefits upon the employee's request, provided that such leave will not exceed thirty (30) calendar days. The employee must return to work upon the expiration of such leave of absence, unless the Superintendent has approved an extension. If the employee fails to return to work at the end of such leave of absence, or failed to secure an extension, the employee will be considered to have resigned his or her position. During any such leave, the employee will not accrue vacation or sick leave nor will the employee receive holiday benefits. The employee may, however, elect to continue health insurance coverage by paying in advance the full amount of the premiums therefore (including both employee and employer portions).

2.11C Jury Duty: LAWPCA supports employees serving society through serving on juries. An employee will be paid on request for the difference between the employee's regular pay and the amount provided for service on a jury. When an employee is temporarily relieved from jury duty, the employee is obligated to return to his or her normal work assignments, and the

employee will be paid his or her regular wages for any hours worked in addition to any amount received as a result of jury service. Conversely, an employee may elect to use vacation time or compensatory time during a period of jury duty, in which case the employee's full regularly scheduled hours may be paid in addition to any amount received as a result of the jury duty.

2.11D National Guard and Armed Forces Reserve Training: An employee serving as an active member of a United States military reserve force will be granted a leave of absence whenever the employee is required to perform field duty or attend training sessions. A leave with pay not to exceed two (2) weeks in any one calendar year will be granted upon request of the employee. The amount of such pay will be limited to the difference received as a result of the military service (including per diem payments, subsistence and quarters allowances) and the employee's regular pay. In the event that the military payments exceed the employee's regular pay, no pay will be due from LAWPCA nor will the employee be required to make any payment to LAWPCA. Conversely, an employee may choose to use accrued vacation time during such periods up to the total accumulated vacation time available. In this case, any such vacation pay will be in addition to any pay received as a result of reserve service. Notification must be made to the employee's immediate supervisor, or the Superintendent within 48 hours after the employee receives notice of the dates he or she will be absent from work.

2.11E Maternity and Paternity Leave.

Maternity Leave: With consultation between the Authority and the employee, the employee will be entitled to take any accrued sick time and any other accrued time (vacation, personal, comp, etc.) as the employee has accrued in order to support the employee in the final days before the birth, after the arrival of the baby and until such time as the Mother is ready and desires to return to work. If the mother wishes to take additional time off beyond what she has accrued (in all categories as described above) then she will be allowed, after request and consultation with the Authority, to take additional time off as unpaid leave (leave of absence) up to 12 weeks.

Paternity Leave: An employee who is the father of a newborn child or the husband of a woman who is in labor or has given birth will be allowed up to four days of sick time for the purposes of attending to the mother and child and being present at the birth and the time directly prior to and following the birth. Once the 4 days of sick time have been used, the employee so described will be allowed, after request and consultation with the Authority, to take any additional time off up to the total of his accrued vacation, personal, comp and special comp. Any additional time may be granted as unpaid leave (leave of absence) when requested.

SECTION 2.12: NON-UNION EMPLOYEE PAY

Each non-union position at LAWPCA has an established pay range determined to be both fair and competitive. During the hiring process for each of these positions it is the responsibility of the Superintendent to determine where a qualified applicant would fall in this range. Upon a non-union job vacancy, the position should be advertised as the lowest end of the salary range to allow for maximum growth in to that position. However, if a qualified applicant wishes to negotiate the salary, and if deemed appropriate and warranted by the superintendent then an

applicant may be hired at a salary higher than the low end of the range, but not higher than the upper end of the salary range. Careful consideration of an applicant's qualifications and benefits to the Authority should be made when negotiating salary.

SECTION 2.13: PERSONNEL PAY PLAN TABLE

See Appendix B

SECTION 2.14: POSITION CLASSIFICATION AND PAY PLAN

2.14A Employee Compensation Policy: LAWPCA currently maintains a Position Classification Pay Plan, applicable to Non-Union Employees, which provides for a systematic arrangement and inventory of positions, subject to such modifications as may be desirable in the future.

Advancement through the Position Classification Pay Plan is not automatic but is based upon such factors as management's evaluation of employee performance, attitude and productivity.

2.14B Role of the Board of Directors: The LAWPCA Board of Directors retains ultimate authority and discretion over the adoption, modification, or rescission of the Position Classification Pay Plan. Further, the Board of Directors decides, in developing the annual budget for LAWPCA, the amount to be allocated for employee salaries and benefits and the levels of those salaries and benefits.

2.14C Role of the Superintendent: The Superintendent administers the Plan and, as a part of the annual budget process, makes recommendations regarding the Plan as a whole, employee benefits, and salary adjustments. Employees having questions or comments on these matters should discuss their compensation with the Superintendent, and not with individual Board members.

2.14D Contents of the Pay Plan: Currently, the Plan Groups Non Union positions into various classes based upon the duties, responsibilities, and work involved with each position. Position descriptions have also been prepared for each job and classifications will be reviewed regularly. LAWPCA reserves the right to modify or rescind the Plan or any position description. Employees are responsible to become familiar with the position description for their position and are encouraged to review the position description at any time.

SECTION 2.15: RECRUITMENT, TRANSFER AND PROMOTIONS

2.15A Qualifications: LAWPCA policy is that positions will be filled by fully qualified people and by those judged by management to be best able to perform the duties of the job under consideration. Whenever possible consistent with these standards, it is LAWPCA policy that existing employees enjoy a reasonable opportunity for advancement, although for many reasons, transfers and/or promotions of existing employees may not be appropriate in a given case.

2.15B Announcement of Vacancies: When management determines that a vacancy should be filled, recruitment notices will be prepared setting forth a basic description of the position, any qualifications or other position requirements including, without limitation, specific education or skill requirements and experience requirements. The notice will include instructions on how to apply for the position and include a deadline for submitting applications and supporting materials. In addition to any other means management may use to solicit applications for the position, management will post the position on Authority bulletin boards for a period of seven calendar days.

2.15C Probationary Period: All persons newly hired for a position with LAWPCA, or promoted to a new position must serve a probationary period of six months, beginning with the first day of work. This probationary period operates, in effect, as an extension of the hiring process, and during the probationary period an employee can be discharged at the complete discretion of management. At the completion of the probationary period the employee remains employed at will. That is, LAWPCA has and reserves the right to terminate employment.

2.15D Pre – employment Examination: Before being hired, all applicants for employment must undergo a medical examination and the results of that examination must be satisfactory to management for the position applied for. LAWPCA will select the physician to perform the medical examination and will pay all of the associated costs.

2.15E Confirmation of Employment: Applicants who are hired will receive a letter confirming their employment with LAWPCA and a copy of these policies and procedures. New employees will sign a copy of the confirmation of employment letter which will serve to acknowledge their receipt of these policies and procedures.

SECTION 2.16: SICK LEAVE AND DISABILITY

2.16A General Applicability: Sick leave is a benefit intended to protect an employee's income, or portion thereof, during a period of temporary disability. Sick leave may only be taken when 1) on account of illness, an employee is incapable of performing his or her assigned tasks, or 2) the employee attends medical or dental appointments for the employee, the employee's spouse or children, or 3) to care for a legally dependent child, spouse or parent who is sick. or 4) an employee may donate up to 10% of their accumulated sick leave rounded down to the whole hour up to a maximum of 50 hours for each specific individual during their time of need.

2.16B Determination of Appropriate Use of Sick Leave: Sick leave is only to be used as specified in 2.16A. When an employee is absent on the day preceding or following a weekend, a holiday or a vacation and wishes to receive sick pay, the Authority reserves the right to require a certification by a doctor of medicine practicing in Androscoggin, Oxford, Franklin, Kennebec, Sagadahoc or Cumberland County that such absence resulted from any of the first 3 reasons listed in 2.16A; provided, however, that such a statement of any hospital or clinic showing that such employee was treated as an inpatient or as an outpatient may be substituted for such doctor's certificate in the discretion of the employee involved.

If it shall be determined that an employee has claimed sick pay for a period during which he or she did not meet any of the first three reasons listed in 2.16A, he or she shall be subject to disciplinary action as listed in Section 2.4.

2.16C Calling Out Sick: An employee who is prevented from reporting to work according to any of the first three reasons listed in 2.16A shall report, in order, to the first to be reached of the Plant Supervisor, Assistant Superintendent or the Superintendent (utilizing the cell phone numbers listed on the employee list) of their desire to use sick time no later than ½ hour before the employee's starting time. The employee is also to report which of the first three reasons in 2.16A they are invoking and to provide whatever information may be helpful to the Authority is ascertaining the duration of the leave.

Sick leave may be taken in increments of one tenth (0.1) of an hour.

In dealing with attendance problems, especially those involving an illness or physical or mental incapacity to report for work, the Authority will consider all the facts and circumstances of a particular case including an employee's overall attendance and performance records, reasons for missing work and the prospects for future improvement and maintenance of an acceptable attendance record. At its sole discretion, the Authority reserves the right to exercise discipline in dealing with absenteeism.

When an employee has exhausted sick leave benefits, if he or she is not able to return to work, the employee may take such vacation days, personal time, or compensatory time as he or she may have accrued.

2.16 D Accrual of Sick Leave: Sick leave shall accrue for all employees scheduled to work 40 hours per week at the rate of eight (8) hours for each full calendar month of service, accumulative to a maximum of 1200 hour. Upon successful completion of the probationary period for new employees, they will be credited for sick leave accumulation as are regular full-time employees, retroactive to date of hire.

In order to accrue sick leave entitlement, an employee must be paid for a minimum of eighty hours during the month.

Employees other than full-time employees shall not be entitled to sick leave.

2.16E: Incentive for Not Using Sick Leave: If an employee does not use any sick leave within a consecutive 90-day period, the employee will receive four (4) hours, of compensatory time off under the following provisions:

- a) The compensatory credit is given annually at the end of the calendar year. All compensatory time earned under this article is to be used in the year following the year in which it was earned. Any unused compensatory time remaining at the end of a

calendar year will be paid to the employee (at straight time) in the employee's last paycheck of the year. (for example, any sick comp earned in 2017 must be used in 2018 or it will be paid out as straight time in the last paycheck of 2018).

- b) Any employee that has accrued 1200 of sick time hours and meets the other provisions of this section (2.16), will receive an additional four (4) hours of compensatory time for each ninety-day period that no sick time is used.
- c) Health Saving Retirement Accounts: The Authority will establish Health Savings Retirement Accounts such that employees having accrued hours of sick time as shown below will have the corresponding dollar value of the hours transferred to that employee's account. The number of hours thus transferred (or converted) will be deducted from the employee's accumulated sick time at the beginning of the Authority's fiscal year (currently January 1)

600 to 799 hours of accumulated sick time: 16 hours converted
800 to 999 hours of accumulated sick time: 32 hours converted
1000 to 1199 hours of accumulated sick time: 64 hours converted
1200 hours of accumulated sick time: 80 hours converted

Donation of sick time, as allowed in 2.16A, will not be considered "use of sick time" for the purposes of compensatory credit accrual. All employees donating sick time agree to do so voluntarily and anonymously. In order to donate leave to another employee an account must be set up for the receiving employee by the Superintendent after having received approval of the Authority's Board of Directors.

2.16F Worker's Compensation: Employees injured as a result of employment by any other employer, or by working as an independent contractor will not be eligible to receive worker's compensation benefits. Employees eligible to receive worker's compensation benefits as a result of a service connected injury will not receive sick leave benefits for any period of time that the employee receives worker's compensation benefits, except that upon the employee's request, the Authority will pay sick leave benefits to the extent of accumulation for the difference between worker's compensation benefits and the employee's normal weekly wages. The Authority reserves the right to assign employees receiving worker's compensation benefits to light duty in order to reduce or eliminate such payments as soon as medically advisable and practicable.

2.16G Separation from employment: Any employee in good standing, upon retirement and eligible (25 years for MePERS or 62 for early Social Security) for retirement, will receive 50% of accumulated sick leave on separation from the Authority. In the case of an employee who dies while employed by the Authority, one hundred percent (100%) of the employee's accumulated sick time will be paid to the employee's estate.

SECTION 2.17: VACATION

2.17A Eligibility and Accrual: Vacation benefits are available only to regular, permanent employees who have been paid for a minimum of eighty (80) hours in the month. Vacation accrual will be as shown in the following table:

Number of years of service	Accrual per year (maximum accumulation) {monthly accrual rate}
One to five (1-5)	96 hrs/yr (144 hrs) {8 hrs/mo}
Five plus to seven (5+ to 7)	120 hrs/yr (180 hrs) {10 hrs/mo}
Seven plus to ten (7+ to 15)	144 hrs/yr (216hrs) {12 hrs/mo}
Fifteen plus to twenty (15+ to 20)	168 hrs/yr (252 hrs) {14 hrs/mo}
Twenty plus (20+)	192hrs/yr (288hrs) {16 hrs/mo}

2.17B Hours of vacation accrued in any one month may be taken immediately upon accrual and are subject to standard approvals by management.

2.17C Approval: All vacation leave will be subject to approval by LAWPCA management. LAWPCA specifically reserves the right to limit the number of employees on vacation at one time.

2.17D Call to work on scheduled vacation: Should an employee be called off his or her vacation to work, such employee will be paid at a rate of time and one half (1 ½) for the time worked during the vacation time plus the employee’s regular vacation pay. Alternatively, at the employee’s option, the employee may choose to be paid at a rate of time and one half (1 ½) for the hours worked and to use the equivalent number of hours of vacation at another time.

2.17E Separation from employment: In the event of a separation from employment for any reason, an employee will be entitled to vacation pay for all unused vacation entitlement accrued up to the date of the separation. In the event of the death of an employee, any accrued vacation shall be paid to the Executor or Administrator of the employee’s estate.

SECTION 2.18: WORK WEEK AND OVERTIME

2.18A Standard Work Week: The standard work week for full time employees is forty (40) hours. The regular work week for Compost Facility Supervisor(s), Laboratory Supervisor(s), Mechanic(s), Compost Technician(s), Compost Technician/Millwright(s), and Millwright(s) will be five consecutive days each consisting of eight (8) consecutive hours. The Administrative Assistant Position is a full time 35 hour per week position. Operator(s), and Assistant Operator(s) will work a forty (40) hour week. The work week for these employees will consist of four (4) ten (10) hour days as illustrated in the table below.

	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Team 1	10	0	10	10	10	0	0	0	10	10	0	0	10	10
Team 2	0	10	10	0	0	10	10	10	0	10	10	10	0	0

Employees will have the ability to request an alternate work week. One written request per year, per classification must be made to the Authority (and the Union for Union members) 30 calendar days before the intended start of the alternate work schedule, and upon final approval by all parties involved, may remain in effect for a full calendar year. Holidays, vacation and overtime may be subject to change during the alternate work schedule period, which will be decided in advance by the Authority, Union (where applicable) and Employee(s) and be a factor in final approval by all parties involved. The Authority (or Union where applicable) will have the ability to terminate the Alternative work schedule for the remainder of the agreement by submitting written notice to all other parties involved 2 weeks prior to the intended stop date.

The Authority retains the right to require a work week other than the regular work week for some or all employees from time to time as its operations may require or may be necessary to impact efficient plant operations.

It is expected that employees will be responsible to ensure that the duties assigned to them are completed when and as necessary. In addition, the hours of work and the scheduling of breaks may be modified at the discretion of management. Such modifications may be made without prior notice when unforeseen or emergency circumstances require such action.

2.18B Breaks: Employees will normally be permitted one paid rest break of up to ten (10) minutes in the morning and a paid twenty (20) minute lunch break. Employees will be required to remain available for duty during these breaks and will be required to interrupt their breaks when LAWPCA business demands. With the approval of the management, employees may combine the two breaks into one thirty (30) minute lunch break. Employees taking more than the specified time for breaks will be required to document such time as unpaid time on their time cards.

2.18C Overtime: Senior management level employees (currently the Superintendent, Assistant Superintendent and Plant Supervisor) are not eligible for overtime compensation. Other employees who are required by their immediate supervisor or another manager to work in excess of eight (8) hours in one day or forty (40) hours in a payroll week, will be paid for those extra hours at an overtime rate of one and one half (1 ½) times their usual hourly rate. Overtime will not be paid to an employee because he or she worked during what would normally be break time. Management will endeavor to consider the wishes and personal needs of employees when scheduling overtime work; however, it is the duty of LAWPCA management to ensure the performance of a vital public service and it is the responsibility of all employees to work overtime when required.

2.18D Compensatory time: Employees will be allowed to designate overtime hours worked as compensatory time at a rate of one and one half (1 and ½) hours for each hour of overtime worked when the employee clearly indicates the hours of overtime that are to be converted into

compensatory time on the employee's time card prior to the end of the payroll period. It shall be agreed the meaning of "overtime hours worked" in this sub article shall mean that an employee must physically work hours in excess of his or her scheduled hours in a day or in excess of forty (40) hours in one week in order to designate overtime hours to be converted into compensatory time. It being agreed, however, that when an employee is paid for a holiday the holiday hours will be considered as time worked for the purpose of converting overtime hours worked according to the 40-hour criterion to compensatory time. The use of compensatory time will further be limited such that no employee shall have accrued more than one hundred (100) hours of compensatory time at any time and all time earned must be taken in the year it was earned except employees will be allowed to carry over up to 25 hours of compensatory time into the next fiscal year.

Employees will be allowed to be paid at their current straight time rate for any accumulated compensatory time or portion thereof twice in each year, the first opportunity being the last payroll prior to the Independence Day holiday, and the second being the last payroll prior to the Thanksgiving Day holiday. Any compensatory time not used prior to the last payroll of the year will be paid in the employee's last paycheck of the year, except employees will be allowed to carry over 25 hours of compensatory time into the next fiscal year.

Compensatory time shall be limited such that use of compensatory time shall not be used to fulfill "time worked" requirements for computing daily overtime. Compensatory time will be used to fulfill time worked requirements for computing weekly overtime according to the 40 hour criterion. Further, in a week during which an employee uses accrued compensatory time, no further compensatory time may be designated to be accrued until after the employee has physically worked a minimum of 40 hours. Any use of compensatory time shall be approved in advance by the Authority.

2.18E Call Back: Any non-union, non-exempt employees called to work after leaving for the day will receive a minimum of two (2) hours pay at a straight time rate as compensation. In instances where the employee is required to physically come into work at the treatment plant, compost facility or an alternate work site, the employee will receive a minimum of three hours straight time pay as compensation. All conditions regarding FLSA overtime regulations shall apply. If the employee is contacted within one hour of his/her regularly scheduled work hours, provisions of this section shall not apply.

2.18F Office Closure: As a result of bad weather or other causes, the Superintendent may close all or a portion of LAWPCA facilities. Under such circumstances the Superintendent may allow employees to go home without pay, or use vacation time, personal holiday time, or compensatory time for the time the facilities are closed.

SECTION 2.19 Internship Policy

2.19A Employing Temporary Help

This policy and procedure manual is a resource guide for managers, supervisors, and human resources professionals. It provides guidance in hiring unpaid student interns and paid temporary workers (interns and non-interns).

The provisions of the Temporary Employment and Internship Policies and Procedures Manual confer no new privilege, right of appeal, right of position, transfer, demotion, promotion, recall, reinstatement nor any other employment right or benefit for any individual. This manual does not constitute an express or implied contract. It provides general guidance that cannot form the basis of a private right of action. The principles and procedures set forth in this manual are subject to change and may be modified, suspended or revoked without notice in whole or in part.

In all cases, temporary employees will be required to follow all LAWPCA safety procedures and abide by all safety policies.

2.19B Unpaid Interns

The LAWPCA supports internship programs that provide growth and learning opportunities to students in high school, college and trade schools, providing that the student is 18 years of age or older. This section provides the policy and processes for hiring and managing unpaid student interns.

Student interns are involved in education or training programs designed to provide students with professional experience in the furtherance of their education and training and are academically oriented for their benefit. Internships assist students in reaching their educational goals by giving them the opportunity to complement classroom instruction with exposure to a real-world employment setting.

Student interns are at-will employees. The LAWPCA or the student intern may terminate the employment relationship without cause or prior notice.

The LAWPCA may employ unpaid student interns to perform work which will not:

1. Result in the displacement of regular employees;
2. Fill a vacant position;
3. Be used as a supplemental workforce to enhance or expand the normal tasks carried out at LAWPCA
4. Be primarily clerical in nature.
5. Conflict with Article 2.4 of the Collective Bargaining Agreement which reads, “The Authority agrees to discuss the duties of any people employed in a Public, Private, Federal, State or local program with the Union prior to the Authority’s participation

in such program. The Authority agrees that any intern or any person referenced in this section shall work with a Union Employee whenever possible and will not work independently on any project or production work normally performed by a union employee.”

ESTABLISHING AN UNPAID INTERNSHIP FOR STUDENTS

An internship is a planned program to provide a student with a meaningful learning experience applicable to the student’s field of study. This requires structured assignments coupled with appropriate supervision, evaluation, and feedback. Learning objectives will be developed when considering a student internship opportunity. It is beneficial to have clear job duties that identify the learning objectives or a defined project scope that demonstrates how the learning objectives for each individual will be met.

LAWPCA will accommodate unpaid interns when possible (i.e. sufficient staff to supervise, enough learning-based assignments available). Students will be accepted on a first-come first served basis.

The procedure for establishing a student internship is as follows:

- 1. Review Enrollment Criteria.** To qualify as a student intern, students must meet one of the three following enrollment criteria:
 - a. The candidate is currently enrolled as a student and has internship information provided by their school.
 - b. The student has been accepted into an educational institution (e.g., transitioning from high school to college); or
 - c. The student is not currently enrolled but is qualified to work during the summer break. The student must provide proof of continued future enrollment (e.g. enrollment in the fall will qualify).
- 2. Define the Work Plan.** Prior to accepting an unpaid intern, the LAWPCA should define a work plan for the intern designed to provide meaningful experience applicable to the student’s field of study. Internship criteria may come with specific requirements and assignments from the intern’s school.
- 3. Management Review of the Work Plan.** Prior to establishing an unpaid internship, management (Superintendent, Assistant Superintendent), union steward(s) and other relevant parties will review and discuss the work plan. A supervisor/mentor will be assigned during this meeting.
- 4. Advertise.** The LAWPCA may or may not decide to advertise unpaid intern employment positions in the newspaper, at colleges and/or online websites.

- 5. Complete the Hire.** Once the work plan has been developed and reviewed, the LAWPCA may proceed with hiring the unpaid intern.

LAWPCA'S RESPONSIBILITIES UPON HIRE – STUDENT INTERN

1. Provide Intern with Appointment Letter
- 2. Attend Training.** All student interns must attend New Hire Safety Training before beginning the internship. All necessary training documents and waivers must be signed. Unpaid interns are covered under LAWPCA's current Workers' Compensation Policy.
- 3. Begin Internship.** The intern's supervisor/mentor should review the work plan and provide an overview of what the student will be doing.

STUDENT INTERN POSITION MONITORING

The LAWPCA must regularly review the duties performed by student interns to ensure that they are engaged in meeting their learning objectives. It is recommended that the student intern provide a presentation and/or written report at the end of the internship to demonstrate how the learning objectives were met.

TERMINATION

Student interns are at will employees and the employment relationship may be terminated by either party at any time without cause or prior notice. Upon termination of the internship, the LAWPCA is encouraged to work with the student intern to determine whether the objectives of the internship program were met. A sample exit interview is included in the reference documents section.

Any report or statement concerning the completion of the internship requested or required by a school or educational sponsor of the intern and internship shall be reviewed by the intern mentor and either the Superintendent or Assistant Superintendent prior to submission.

2.19C Paid Temporary Employment

The LAWPCA developed a program for the hiring of temporary help of interns and non-interns. This section provides the policy and processes for hiring and managing paid temporary employees.

The LAWPCA may employ temporary help to perform work which will not:

1. Result in the displacement of regular employees;
2. Fill a vacant position;
3. Conflict with Article 2.4 of the Collective Bargaining Agreement which reads, "The

Authority agrees to discuss the duties of any people employed in a Public, Private, Federal, State or local program with the Union prior to the Authority's participation in such program. The Authority agrees that any intern or any person referenced in this section shall work with a Union Employee whenever possible and will not work independently on any project or production work normally performed by a union employee."

Temporary employees are at-will employees. The LAWPCA or the employee may terminate the employment relationship without cause or prior notice.

ESTABLISHING A PAID TEMPORARY EMPLOYMENT POSITION

A temporary employment position is intended to provide the LAWPCA with additional help. This requires structured assignments coupled with appropriate supervision, evaluation, and feedback.

The procedure for establishing a temporary intern position is as follows:

- 1. Define Work.** Either the LAWPCA will define a general work plan (including number of hours and time frame) for a paid intern, or a student intern may provide an internship work request. Paid interns will not be responsible for decisions about performance of major tasks, assignments or projects.
- 2. Management Review of the Work Plan.** Prior to establishing a paid temporary position, management (Superintendent, Assistant Superintendent), the Union steward(s) and other relevant parties will review and discuss the work plan. A supervisor/mentor will be assigned prior to the beginning of temporary employment.
- 3. Advertise.** The LAWPCA may or may not decide to advertise paid intern or non-intern employment positions in the newspaper, at colleges and/or online websites.
- 4. Conduct Interviews and Select Temporary Employee.** Eligible candidates will be interviewed, and management will determine who will be hired.

LAWPCA'S RESPONSIBILITIES UPON HIRE

- 1. Provide temporary employee with Appointment Letter.**
- 2. Attend Training.** All temporary employees must attend New Hire Safety Training before beginning work tasks. All necessary training documents and waivers must be signed.
- 3. Complete Temporary Employee File.** Complete any additional paperwork and processes associated with on-boarding a new hire (Form I-9, W-4, direct deposit, etc.).
- 4. Begin Employment.** The employee's supervisor should provide clear and complete instructions for tasks to be carried out.

COMPENSATION

Compensation for temporary employees will be determined during the previous fiscal year and will be a non-negotiable pay rate. Hours and length of employment are negotiable, and will be determined during development and review of the work plan.

Temporary employees are hourly employees under the Fair Labor Standards Act (FLSA) regardless of their classification and are, therefore, overtime eligible. Temporary employees are ineligible for other benefits.

PAID TEMPORARY POSITION MONITORING

The LAWPCA will review the duties performed by temporary employees within the first two weeks of hire and on a regular basis to ensure the temporary employee is providing useful service and is afforded an opportunity to comment on their assignments.

EMPLOYMENT COMPLETION OR TERMINATION

Temporary employees are at will employees and the employment relationship may be terminated by either party at any time without cause or prior notice. A pre-determined date of termination will be scheduled, and agreed upon, at the date of hire.

Student Intern Appointment Letter Template

DATE

NAME

ADDRESS

ADDRESS

Dear NAME:

Welcome to the Lewiston-Auburn Water Pollution Control Authority (LAWPCA). The purpose of this letter is to confirm your appointment to the position of Student Intern in the department of the LAWPCA. The effective date of your hire is DATE.

This position reports to supervisor, title. Your primary work location will be in the division offices located at address.

This position's standard workweek is X hours and normal work hours are: enter hours, enter days. You may discuss your specific schedule with your supervisor.

In this position you will summary of duties. Specific job duties will be discussed with you upon commencement of your internship.

You are required to comply with federal government work authorization requirements. Within the first three days of employment you must present document(s) that identify both your identity and ability to work in the United States. On your first day of work, you will meet with a human resources/payroll staff person who will provide more information.

You are scheduled to attend training at time on date, at LAWPCA and to start your internship at time on date.

Student internships are programs that provide students with exposure to workplace activities which are related to the intern's field of study. As a student intern, you are an at-will temporary employee and serve at the pleasure of the LAWPCA; either you or the LAWPCA may terminate your employment at any time with or without cause or prior notice.

The following items are important for you to know:

- You may be separated from employment prior to the completion of the assignment without cause or prior notice.
- You do not attain any rights toward career service or regular employment.
- You are not represented by a labor union.

To qualify as a Student Intern, the following criteria must be met:

- You must be enrolled as a student in a school, organization or institution or be transitioning into an educational program.
- You must provide internship program information/requirements provided by your school.

Please understand that the provisions of this letter do not constitute an expressed or implied contract but rather a statement of a number of matters important to you. If you have any questions about your position or any information in this letter, please contact [redacted name, title], at [redacted phone].

Congratulations on your internship, and again, welcome to the LAWPCA [redacted]

Sincerely,

[redacted]
The Lewiston-Auburn Water Pollution Control Authority

Attachment

cc: [redacted] Supervisor/Mentor
[redacted] OTHER
[redacted] Personnel/Payroll file

LAWPCA New Hire Safety Training

Employee: _____ Date of Hire: _____

Trainer: Safety Coordinator

Safety Training

- Emergencies, Evacuation
 - Fire Extinguishers

- Chemical Right to Know
 - Safety Data Sheets (SDS)
 - Use of Protective Equipment
 - Job Hazard Analysis
 - Working with Hazardous Chemicals/ SOPs

- Reporting work related injuries or illness
 - First Report (form available from supervisor)
 - Worker’s Comp (form available from Administrative Assistant)
 - First Aid Station

- Wastewater and Composting Hazards
 - Toxic gases (ammonia, methane, carbon monoxide, sewer gases, oxygen deficiency)
 - Universal Precautions to Protect Against Pathogens Including Blood-borne Pathogens
 - Tetanus & Diphtheria / Flu / Hepatitis B vaccination
 - Lock Out Policy (assign locks)
 - #: _____
 - Lock Out Charts
 - Hearing Protection Policy _____ear muff protectors (29)
 - Respiratory Protection Plan (arrange fit test)
 - __full face piece North __cartridges
 - Intro to Confined Space Entry (separate training required)
 - Intro to Chemical Emergency Response (separate training required)
 - Fall Protection

Training Received

Trainer: _____ Date: _____

Employee signature: _____



**STUDENT INTERNSHIP
DEVELOPMENT
WORKSHEET**

Name: _____

School: _____

Education Track or Program of Study: _____

Learning Objectives of Internship Associated with Program of Study:

1. _____

2. _____

3. _____

Specific Tasks to Carry Out Learning Objectives

1. _____

2. _____

3. _____

STUDENT INTERN

WAIVER AND RELEASE

The undersigned, on behalf of themselves and their estate, hereby waives any right of recovery and releases the Lewiston Auburn Water Pollution Control Authority (LAWPCA), its officers, officials, employees and agents, from liability arising from any injury to Undersigned, arising from or out of the Undersigned's activities and participation in a volunteer internship at the LAWPCA

The Undersigned further acknowledges and agrees that the LAWPCA does not assume any responsibility whatsoever for any property of the Undersigned and the Undersigned shall not hold the LAWPCA liable for any loss or damage to same. The Undersigned hereby gives permission to be photographed and have their image used in LAWPCA publications.

Signature: _____ Date: _____



Exit Survey for Student Interns - Sample

We hope you enjoyed your learning experience with the LAWPCA. So that we may learn from your experiences with us, we would appreciate your completing this exit survey. Survey responses provide valuable information the LAWPCA can use for improving the learning experience of student interns.

Name: _____ **Supervisor/Mentor:**

Area of Study/Major: _____ **Dates of Internship:** _____

School Level (circle one): High School, Undergraduate, Graduate, Post-graduate/Fellowship

Please tell us about your experience at the LAWPCA	Strongly agree	Agree	Disagree	Strongly disagree
I was able to develop skills related to my area of educational study	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I understood the learning objectives of my internship	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I received feedback on progress toward meeting my learning objectives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please provide any additional comments

Thank you for completing the survey. Your responses are valued and appreciated.
Please send completed surveys to: [email address of supervisor/mentor](#)

Temporary Paid Employment Appointment Letter Template

DATE

NAME

ADDRESS

ADDRESS

Dear NAME:

Welcome to the LAWPCA. The purpose of this letter is to confirm you've been hired for the position of X. The effective date of your hire is DATE.

This position reports to supervisor, title. Your primary work location will be in the LOCATION at address.

This position's standard workweek is X hours and normal work hours are [SET hours here], enter days. You may discuss your specific schedule with your supervisor.

In this position you will summary of duties. Specific job duties will be discussed with you upon commencement of your employment.

You will be compensated at \$ rate hourly. You will be paid on a weekly basis via direct deposit, with the first pay date for the new position occurring date. This position is an hourly position governed by the overtime provisions of the federal Fair Labor Standards Act and is eligible for overtime pay. However, you must receive approval from your supervisor before working any necessary overtime hours to meet your position responsibilities.

You are required to comply with federal government work authorization requirements. Within the first three days of employment you must present document(s) that identify both your identity and ability to work in the United States. On your first day of work, you will meet with a human resources/payroll staff person who will provide more information.

You are scheduled to attend a New Employee Orientation at **time** on **date**, at LAWPCA.

The following items are important for you to know:

- * You are ineligible for LAWPCA's benefits.
- * You may be separated from employment prior to the completion of the assignment without cause or prior notice.
- * You do not attain any rights toward career service or regular employment.
- * You are not represented by a labor union.

Please understand that the provisions of this letter do not constitute an expressed or implied contract but rather a statement of a number of matters important to you. If you have any questions about your position or any information in this letter, please contact **name, title**, at **phone**.

Congratulations on your appointment, and again, welcome to the LAWPCA.

Sincerely,

The Lewiston Auburn Water Pollution Control Authority

Attachment

cc: **SUPERVISOR**
OTHER Personnel/Payroll

SECTION 3: PROCEDURAL POLICIES

SECTION 3.1 - PERSONAL VEHICLE POLICY

Working on personal vehicles on LAWPCA property will not be permitted. If a breakdown or emergency occurs that requires such activity, then a request to perform work on your personal vehicle must be made and approved by your immediate supervisor before any work is started. If approved, both the employee performing the work and the supervisor approving the work must sign a LAWPCA liability release form. (Appendix C)

Performing work on personal vehicles without approval will result in disciplinary action. LAWPCA liability release forms will be kept on file with the supervisor approving such work.

SECTION 3.2 - PHONE USE

Personal phone calls that are not emergency calls are expected to be either completed very quickly or to be taken during lunchtime or break time. If an employee receives a call during the course of work, he or she is expected to complete whatever is necessary to end the call within 2 minutes and return to the work at hand.

If an employee receives an emergency call at work, it is understood that the emergency will be dealt with as needed to obtain the best and safest result for everyone involved.

The use of any cell phone, personal or LAWPCA provided, is prohibited from being used while driving a LAWPCA vehicle. If use of the phone is necessary, the vehicle must be safely off the road and stopped. Failure to adhere to this policy will result in disciplinary actions. Note: the use of LAWPCA provided cellular phones for text messages is not prohibited, however sending text messages while driving any vehicle while working is strictly prohibited and may be grounds for disciplinary action.

SECTION 3.3 - PLANT EQUIPMENT TAMPERING POLICY

Any person found to be willfully obstructing the function of any plant safety equipment, including alarms such as gas detection and fire alarm controls, shall be subject to disciplinary action, including immediate dismissal.

In addition, depending on severity, as in the case of toxic gas alarms being deliberately disabled, the Authority will consider turning the matter over to the District Attorney's Office for criminal prosecution.

SECTION 3.4 - PROFESSIONAL CONDUCT AND PERSONAL COURTESY

The residents of Lewiston and Auburn entrust LAWPCA with the responsibility for providing high quality sewage treatment services, and for assuring that the highest standards of ethical conduct and integrity are practiced in meeting these responsibilities. The professional conduct of each member of the LAWPCA staff is expected to be consistent with and fully comply with these principles. All LAWPCA employees are expected to engage in the following:

- Integrity – conducting ourselves with integrity in our dealings with and on behalf of the Authority.
- Respectful behavior – treating everyone with civility, courtesy, tolerance and acceptance, and recognizing the worth, dignity and unique characteristics of each individual.
- Trustworthy conduct – including dependability, loyalty and honesty in communications and actions.
- Accountability – taking personal responsibility for one’s actions and decisions.
- Fair and just actions – utilizing equitable processes in decision-making.
- Responsible management – including prudent use of University resources in a fiscally responsible manner.
- Compassion – caring for others, both within and apart from the LAWPCA community, and providing the highest quality service to all residents and businesses in the Lewiston-Auburn area.
- Good citizenship – striving to make LAWPCA function as the state’s best sewage treatment facility now and well into the future.
- Excellence – conscientiously striving for excellence in our work.

SECTION 3.5 - PURCHASING POLICY

3.5.1 PURCHASING POLICY PURPOSE: The Board of Directors of the Lewiston-Auburn Water Pollution Control Authority establishes this policy in order to establish the duties and responsibilities of the Superintendent and Authority employees with respect to purchasing procedures. Further, it is the intent of this policy that purchasing decisions be conducted in a manner that is transparent and provides for the best interest of the Authority’s ratepayers.

3.5.2 DEFINITIONS: For the purpose of this policy the following terms, phrases, words and derivations shall have the meaning given herein unless the context in which they are used clearly requires a different meaning.

3.5.2.1 Purchasing: Purchasing includes purchasing, renting, leasing or otherwise obtaining supplies or services.

3.5.2.2 Supplies: Supplies shall mean and include any and all supplies, materials and equipment.

3.5.2.3 Services: Services shall mean and include any and all telephone, gas, water electrical and power services, laundry and cleaning service, insurance, leases or rentals of all grounds, buildings, offices, space or equipment required by the Authority, or leased or rented by the Authority to others, the repair or maintenance of equipment or real property owned by, or the responsibility of, the Authority, infrastructure repair, replacement or construction, building construction, building repair or renovation.

3.5.3 PURCHASING PROCEDURES: The Superintendent or his/her designee shall be responsible to supervise the purchase or contracting of all supplies and contractual services requisitioned by the Authority in accordance with purchasing procedures prescribed herein.

3.5.3.1 Formal Competitive Bids: All supplies and contractual services except as otherwise provided herein, when the estimated cost thereof exceeds twenty thousand dollars (\$20,000), shall be purchased by formal competitive bids from the lowest responsible bidder

3.5.3.2 Preparation: Preparation of the invitation for bids shall describe the requirements of the Authority clearly, accurately and completely, but avoiding unnecessarily restrictive specifications or requirements which might unduly limit the number of bidders.

3.5.3.3 NOTICES: Notices inviting bids shall be made available on request to news media. When deemed appropriate, or otherwise required, the Superintendent or his/her designee shall place an advertisement in a local newspaper of general circulation in the Lewiston/Auburn area and other newspapers or publications deemed appropriate.

3.5.3.4 BID DEPOSITS: Bid bonds will be required on all construction projects when the estimated value of work to be done exceeds \$50,000 or when deemed necessary by the Superintendent or his/her designee or required by federal regulations. Said bid deposits shall be prescribed in the public notice inviting bids. Bid deposits shall be a minimum of ten (10%) percent for bids under \$500,000. Surety of the unsuccessful bidders shall be returned after the bid has been awarded. A successful bidder shall forfeit any surety required upon failure on his/her part to enter into a contract within thirty (30) days after the award.

3.5.3.5 PERFORMANCE AND PAYMENT BONDS: When the estimated value of work to be done is in excess of \$100,000 or, when deemed necessary by the Board of Directors, a 100% performance bond and payment bond will be required and shall be prescribed in the public notice inviting bids or proposals.

3.5.3.6 BID OPENING PROCEDURE: Sealed bids shall be submitted and shall be identified as such on the envelope. Openings shall be in public at the time and place stated in the public notices. A record of all bids submitted shall be kept by the Superintendent or his/her designee and such record shall be open to public inspection during regular business hours.

3.5.3.7 AWARDS OF CONTACT: Upon recommendation of the Superintendent, all bids in excess of \$20,000 shall be awarded by the Board of Directors.

3.5.4 **LOWEST RESPONSIBLE BIDDER:** Contracts shall be awarded to the lowest responsible bidder. In determining the lowest responsible bidder in addition to price, the following shall be considered:

1. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
4. The quality of the bidder's performance on previous contracts or services;
5. Previous and existing compliance by the bidder with laws and ordinances relating to contracts or services;
6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services;
7. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
8. The ability of the bidder to provide maintenance and service in support of the supplied material or contracted services; and
9. The number and the scope of conditions attached to the bid.

3.5.4.1 **AWARD TO OTHER THAN LOW BIDDER:** When the award is not given to the lowest bidder, a statement of the reasons for placing the order elsewhere shall be prepared and filed with the papers relating to the transaction.

3.5.4.2 **PREFERENTIAL TREATMENT:** Local vendors shall not be granted preferential treatment unless all bids received are for the same total amount or unit price and quality and service are equal.

3.5.4.3 **TIE BIDS:** If all bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded first to a local bidder and second to an in-state bidder.

3.5.4.4 **REJECTION OF BIDS:** The Board of Directors, upon recommendation of the Superintendent, shall have the authority to reject any and all bids when bids are deemed non-responsive, token, collusive or otherwise not acceptable, and such action is in the best interest of the Authority and its rate payers.

3.5.5 **EMERGENCIES:** When public exigency will not permit delay incident to advertising, the Superintendent, acting with the advice of the Board Chair, or the Board of Directors when possible, may authorize immediate negotiated purchases of supplies or services necessary to protect public health or the environment or to protect Authority property from severe damage. Awards done as emergencies shall be documented and forwarded to the Board of Directors as soon as practicable.

3.5.5.1 **COMPETITIVE BIDS IMPRACTICAL**: Services for which it is impractical or impossible to obtain competitive bids due to the specialized nature of the services and specialized capabilities required may be procured with documentation as described in 3.5 5.3.

3.5.5.2 **“WAIVER OF COMPETITION”**: may be authorized by the Board of Directors when the services or items are:

- 1) A single source item;
- 2) Existing contractor who provides added value due to their familiarity with existing systems/operations
- 3) Must meet compatibility requirements with existing equipment owned by the Authority or by a contracted third party;
- 4) A specialized service with only one vendor available; or
- 5) A product or service is unique and easily established as one of a kind.

3.5.5.3 **“DOCUMENTATION”**: The Superintendent will document such waiver in as much detail as possible to show justification for each waiver.

3.5.4 **“AUTHORIZATION”**: After review of criteria and documentation, the Board of Directors may authorize a waiver of competition.

3.5.6 **NEGOTIATION PROCEDURES AND POLICIES**: Negotiated procurements shall be a competitive basis to the maximum extent practical. Utilization of negotiated procurements shall be documented to assure that maximum opportunity was provided to qualified suppliers and the final price was fair and equitable.

3.5.6.1 **DECENTRALIZED PURCHASES**: At the discretion of, and subject to, the review and approval of the Superintendent, the Assistant Superintendent, Plant Supervisor or their authorized representatives may make purchases in amounts not to exceed \$5,000.00. The Superintendent shall issue such rules and regulations and prescribe such forms as he/she deems necessary to control such purchases. He/she may also permit exceeding this monetary limitation in those instances where price, terms, conditions and contractors have been predetermined by his/her establishing open-end (estimated requirement type) contracts.

3.5.6.2 **PURCHASE-\$5,000-\$20,000**: Negotiated purchases exceeding \$5,000 but not exceeding \$20,000 in total cost, will be supported by a record of price quotation from at least three (3) competitive sources or adequate explanations justifying the absence of such competition. Such quotation may be obtained in writing, verbally, or by such other means as may be prescribed by the Superintendent or his/her designee as appropriate to the circumstances.

3.5.7 **ARCHITECT, ENGINEER AND CONSULTANT SERVICES-POLICY AND PROCEDURES**: It is the policy of the Authority to publicly announce all requirements for such services and to award contracts on the basis of demonstrated competence, qualifications for the type of professional services required, the technical merits of the services proposed, and the price for the services to be rendered.

3.5.7.1 FEES: Sealed fee statements shall be submitted concurrently with proposals for consultant services. No Authority contracts shall be awarded wherein the fee is stated as a percentage of the project cost. The preferred method of establishing a fee shall be that of a firm fixed fee. Other methods may, at the discretion of the Superintendent, be employed if it is not practical to arrive at a firm fixed fee.

3.5.7.2 SELECTION: The Superintendent or his/her designee shall request firms engaged in the lawful practice of their profession to submit a statement of qualifications and performance data. If the anticipated fee exceeds \$50,000, this data shall be evaluated by the Board of Directors or an ad hoc Selection Committee comprised of Board members and Authority staff as determined by the Board of Directors. The Selection Committee shall conduct discussions with no less than three (3) firms regarding anticipated concepts and the relative utility of alternative methods for furnishing the required services, and then shall select three from, in order of preference whenever possible, firms deemed to be adequately qualified to provide the services required. Once the order of preference has been established, the Board of Directors/Selection Committee shall open the sealed fee statements of the firms deemed to be adequately qualified.

3.5.7.3 INSURANCE AND BONDS: All firms selected as being adequately qualified must provide evidence errors and omissions" insurance covering the scope of services to be provided by the firm and resulting from their endeavors. The amounts of such insurance coverage shall be commensurate with the magnitude of the project under consideration. Should timely performance be a matter of importance to the Authority, the firm selected may be required to furnish an acceptable performance bond and/or such other form of surety as may be mutually agreed upon to insure adherence to a mutually agreed upon time schedule.

3.5.7.4 NEGOTIATION OF FEES: Once the Board of Directors/Selection Committee has selected and rated those firms adequately qualified for a specific project and has reviewed the fee statements, the Superintendent shall negotiate a contract with the highest rated firm at compensation which he/she determines to be fair and reasonable to the Authority. In making this decision, he/she shall take into account the estimated value of the services to be rendered, the scope, complexity and professional nature thereof. Should the Superintendent be unable to negotiate a satisfactory contract with the firm considered to be the highest rated at a fee which the Superintendent determines to be fair and reasonable, he/she will undertake negotiations with the second rated firm. Failing accord with the second firm, he/she will undertake negotiations with the remaining firms in accordance with their assigned bid rankings. Failure to reach agreement on a final bid shall result in the reposting of the bid.

3.5.7.5 SMALL PROJECTS: (Award-all contracts where the award exceeds \$20,000 shall be awarded by the Board of Directors). In those instances where in the fee does not exceed \$50,000, the procedures outlined in Section 3.6.7.2 (selection) may be simplified by the Superintendent after consultation with the Board Chairman, selecting and rating the three (3) adequately qualified firms with whom he/she may negotiate for a fair and reasonable fee. A complete record of his/her reasons for selecting the qualified firms and the negotiation proceedings shall be part of the record reviewed by the Board of Directors if the contract exceeds \$50,000.

3.5.7.6 AMENDMENTS TO CONTRACTS: Amendments to contracts may be authorized by the Board of Directors upon request of the Superintendent.

3.5.8 DISQUALIFICATION OF BIDDERS: The Board of Directors may authorize the disqualification of a bidder/vendor from bidding on Authority contracts for up to twelve (12) months upon the formal recommendations of the Superintendent and in accordance with procedures set forth.

3.5.8.1 SUPERINTENDENT OR CONSULTING ENGINEER REQUEST FOR DISQUALIFICATIONS OF BIDDER/VENDOR: Disqualification may be requested for one or more of the following:

- A) Default on their bid, quotation, contract or purchase order;
- B) Failure to comply with specification of contract documents;
- C) Failure to supply the item as required by the specifications;
- D) Documented history of poor performance.

*The Bidder/Vendor shall be notified, in writing, by the Superintendent prior to a recommendation for disqualification being forwarded to the Board of Directors.

3.5.8.2 DISQUALIFIED BIDDER/VENDOR: A disqualified Bidder or Vendor may apply for reinstatement after the period of disqualification has elapsed. Such application shall be made to the Superintendent who will present the application to the Board of Directors.

3.5.9 REQUISITION: Purchases involving the encumbrance of Authority funds shall be made in conjunction with a written/electronic requisition (purchase order).

3.5.10 APPROPRIATION REQUIRED: No purchase of supplies or services should be made unless provided for in the Authority's annual budget. If an item is needed that was not budgeted, it shall be approved by the Assistant Superintendent or Superintendent before making a purchasing decision.

3.5.11 UNAUTHORIZED PURCHASES: Any purchase of supplies or services for non-work use (i.e. personal use) shall be subject to such discipline as imposed by the Board of Directors, up to and including termination of employment.

3.5.12 SALE OF PROPERTY: The Superintendent or his/her designee shall be responsible for the sale of Authority property (real or personal) which is no longer used or has become obsolete, worn out or scrapped.

3.5.12.1 SALE PROCEDURE: Sales which have an estimated dollar value over \$5,000 shall be sold at a public auction or through formal competitive bids or supported by price quotations from three (3) competitive sources if possible. Sales estimated at less than \$5,000 shall be conducted in the most economical manner and in the best interest of the Authority and its rate payers.

3.5.12.2 LAWPCA DONATIONS: Items which might be donated to another town, municipality or non-profit organization shall require prior approval of the Board of Directors, unless the value of the donation is determined by the Superintendent to be less than \$500.

3.5.13 MISCELLANEOUS PROVISIONS Cooperative Provisions. The Superintendent or his/her designee shall have the authority to join other units of government (federal, state, county, municipal subdivisions, including quasi-municipal agencies) in cooperative purchasing plans when the best interests of the Authority and its rate payers would be served thereby and such action is in accordance with and pursuant to law.

3.5.14 INTENT OF POLICY: The intent of this policy is to provide guidance to the Authority Staff and provide the Board of Directors a starting point for discussions when special circumstances arise. The policy is not intended to limit the ability of the Board to make decisions that are in the best interest of the Lewiston-Auburn Water Pollution Control Authority, the City of Lewiston, the Auburn Sewerage District or their respective rate payers.

SECTION 3.6 - REIMBURSEMENT OF EXPENSES

3.6A Travel: Employees will, on occasion, be authorized to travel or incur other expenses while carrying out official LAWPCA business. Reasonable pre-authorized expenses will be reimbursed by LAWPCA upon submission of an employee expense report. Reimbursement will normally be made on a weekly basis.

3.6B Mileage Reimbursement: It is required that employees use LAWPCA vehicles to perform official LAWPCA business, including transportation to and from training events held off site, when LAWPCA vehicles are suitable and available. Mileage reimbursement will be calculated using the current IRS rate and will be paid to employees that use their personal vehicles for LAWPCA business. It is a requirement that the employee retains adequate insurance, current registration and inspection, and maintains a valid motor vehicle operator's license in order to be eligible to receive mileage reimbursement.

3.6C Documentation and Approval of Expenses: It is the responsibility of the employee requesting reimbursement to provide thorough and complete documentation of all expenses for which the employee is requesting reimbursement. Prior to receiving reimbursement, all expenses must be approved by the Superintendent or the Assistant Superintendent.

SECTION 3.7 - REIMBURSEMENT FOR SAFETY GLASSES POLICY

Generally, employers must provide safety equipment, including personal protective equipment, (PPE), for employees, for assigned duties. However, OSHA has determined via an administrative directive (PRO 02-00-001) that certain types of PPE that fall outside the scope of general statutory requirements for OSHA standards. Prescription safety glasses fall in to this category of exempted PPE, and therefore LAWPCA is not legally required to provide them.

If any employees feel that there is a need for such prescription safety glasses to safely and effectively perform his/her assigned duties, the employee may submit a “Statement of Justification” to his/her immediate supervisor. A major criterion for approval is justification of why LAWPCA provided PPE (such as “over fit” safety glasses or face shields) is not sufficient or cannot be used.

If the purchase of prescription safety glasses is approved, the Authority will provide up to \$150 toward the cost of prescription safety eyewear. In order to obtain reimbursement, an employee must have a current prescription for lenses within the last year signed by an optometrist or ophthalmologist licensed to practice in the State of Maine. Prior to purchase, the eyewear must be approved by either the Authority Safety Coordinator or Superintendent.

Prescription safety glasses will be replaced or repaired when determined necessary by the individual's immediate supervisor.

Prescription safety glasses must meet or exceed Occupational and Educational Eye Protection ANSI-Z87.1 requirements.

SECTION 3.8 - TOOL BORROWING POLICY

To ensure Authority tools and equipment are properly utilized for their intended purposes, the borrowing of tools and/or equipment will not be allowed. There are no exceptions to this policy.

Borrowing/taking of Authority tools or equipment will be investigated as an act of theft and will be addressed as such. Theft is a serious crime that will not be tolerated and will result in immediate discharge of employment.

SECTION 4: GENERAL POLICIES

SECTION 4.1 - COMPUTER POLICY

4.1.1 Introduction and Purpose: Computers, software, internet access and all other computer resources are provided by the Authority as a means to facilitate Authority work and to further the Authority's Mission and Purpose. These resources represent particularly powerful tools. As such they are in themselves neutral - it is the responsibility of each employee, therefore to realize that the computing resources of the Authority are used to benefit the Authority's rate payers, the environment of Maine and the Lewiston - Auburn community.

4.1.2 Appropriate Use: Computing resources are to be used as a means to monitor the wastewater treatment process and the equipment used therefore, to maintain a wide range of Authority records, to communicate concerning Authority business within and outside of the Authority, and to facilitate the development of employees through trade organizations and professional societies.

4.1.3 Inappropriate Use: Inappropriate use as defined herein is prohibited and will result in disciplinary action as determined appropriate by the employee's supervisor, the superintendent, Assistant Superintendent or the Board of Directors as appropriate. Because inappropriate use is often difficult to discover, it is the responsibility of each employee to monitor his/her own use of the computing resources and to discuss any use which may be marginal (or "borderline") with the employee's supervisor. In addition, due to the difficulty of tracking inappropriate use, instances of intentional misuse, and/or misuse combined with efforts to conceal such may result in discipline at a step or level which serves to minimize the potential for recurrence. The following are expressly prohibited and will result in disciplinary action:

4.1.4 Accessing offensive internet sites. These include, but are not restricted to: pornographic sites, sites advocating racial intolerance, sites advocating violence against any persons or property, sites enabling or advocating any illegal activity games gambling, joke sites, music sharing, other activities purely designed to provide entertainment, chain letters for any purpose, use of Computers for partisan political purposes, creation, dissemination or perpetuating computer "viruses" or other software, code or other materials which interrupt or in any way enter the working systems of other computers, or networks. harassing or threatening another person, commercial, business or activities involving financial gain, personal activities not relating to Authority work except in a brief and purely incidental manner.

4.1.5 Passwords and Privacy: Passwords are used in order to protect parts of the Authority's network and computing systems from damage - whether planned or unintentional. Each employee must respect the passwords of others and not disclose any passwords without the approval of their supervisor.

The Authority is a public entity and therefore all Authority records are public unless specifically deemed otherwise by applicable law. There is no right of privacy established

under this policy and all computer files and materials shall be considered subject to legal discovery and public view. Users will have no expectation of privacy or exclusive property rights of any electronic files, e-mail or other materials made or received in the Authority's computing systems.

4.1.6 Copyrights and Licenses: All software protected by copyright shall not be copied except as specifically stipulated by the owner of the copyright. All licenses for software held by the Authority shall be adhered to in all respects, including not exceeding the number of users allowed to access said software simultaneously. Copying of any materials shall be subject to applicable law and will be subject to such penalty as found in State and Federal law.

4.1.7 Applicability: This policy applies to all employees of the Authority and others granted access to the Authority's computing resources.

SECTION 4.2 - CODE OF ETHICS POLICY

Because all LAWPCA personnel are in a position of public trust, it imposes responsibility to use publicly owned resources effectively and judiciously. To comply with the established code of ethics, LAWPCA personnel shall:

Not seek advantages or favors for themselves, friends or family. Conduct our personal affairs in such a manner that cannot be improperly influenced in the performance of duties.

Use his or her official position for a purpose that is, or would to a reasonable person appear to be, primarily for the private benefit of the employee, rather than primarily for the benefit of the Authority; or to achieve a private gain or an exemption from duty or responsibility for the employee or any other person.

Recognize and avoid situations wherein decisions or recommendations may have an impact on employees' personal financial interests.

Seek no favor and accept no form of personal reward in return for influence or official action.

Not solicit or receive any retainer, gift, loan, entertainment, favor or proprietary reward, or other thing of monetary value from any person or entity where the retainer, gift, loan, entertainment, favor, or other thing of monetary value had been solicited, or received or given or, to a reasonable person, would appear to have been solicited, received or given, with intent to give or obtain special consideration of influence as to any action by an employee in his or her official capacity; provided, that nothing shall prohibit contributions for election campaigns which are solicited or received and reported in accordance with applicable law.

Engage in no outside employment or professional activities that may impair or appear to be in conflict the employee's professional responsibilities.

Refrain from financial investments or business that conflict with, or are enhanced by, your professional position.

Abstain from Intimidating, harassing, disciplining or otherwise taking any improper action against a member of the public, or employee solely because he or she in good faith has reported a violation of this code of ethics, or any other written LAWPCA code or policy.

Not induce or direct any employee to make any false statement or representation of any public record or document in willful disregard of the truth of such statement or representation

SECTION 4.3 – Beard Policy

All employees of the Authority, excluding those determined by a medical professional to be unable to safely use full face respirators, will not be allowed to wear beards during any portion of the year.

The safety of all employees must remain a primary concern of the Authority and each employee. For this reason, it is important that all possible employees be able to respond to emergency situations that may require the use of respirators. As such all new employees will be required to demonstrate an ability to wear full respirators. We work in an endeavor that poses real and unpredictable atmospheric hazards and we must be ready to help another employee in need by utilizing the proper respiratory protecting equipment. Many experts in the field of life safety and occupational health have repeatedly advised the Authority that beards are simply not compatible with proper and safe use of respirators and self-contained breathing apparatus (SCBA). Any employee not excused by a medical professional as described above and reporting to work with facial hair that would project under the face piece of a full-face respirator or SCBA may be sent home without pay until the facial hair is removed.

SECTION 4.4 – MISCELLANEOUS

4.4.1 Political Activities: LAWPCA is a public, non-profit organization chartered by the Maine Legislature. Consequently, employees are expected to act with discretion in regard to partisan political activities. Employees may not use their employment status with the Authority, or make statements regarding the Authority's position on matters of public policy or pending legislation without the approval of the Authority's Board of Directors and/or Superintendent. The policies herein are not intended to limit in any way, an employee's ability to act as a private person in voting, being a member of a political party, attending political meetings, expressing personal opinions on political matters, or other exercise of a political nature.

4.4.2 Personnel Records: Personnel records deemed appropriate by management will be maintained for each employee. Each employee has the right to review the information contained in his or her personnel file upon reasonable advance notice. During any such review of an employee's personnel file, a staff member with responsibility for personnel matters must be present. Any review of an employee's personnel file by that employee will take place during normal working hours.

4.4.3 Public Relations: LAWPCA employees are public employees serving the public trust in providing a vital service. Consequently, all employees are expected and required to treat the

public with promptness, patience, courtesy and respect. Employees are expected at all times to conduct themselves in a manner which will reflect well on the employees and LAWPCA and is supportive of the Authority's mission and the public interest.

SECTION 4.5 - SEVERABILITY AND RESERVATIONS

4.5.1 Severability: If any provision of these personnel policies, or the application of these policies to any person or circumstance should be determined legally invalid, such invalidity shall not affect the other provisions or application of these policies which can be given effect without the invalid provisions or application, and for this purpose the provisions of these policies shall be deemed severable.

4.5.2 Reservation: Any matter not specifically addressed in these policies shall be deemed to be reserved to the sole discretion of the Board of Directors and management of LAWPCA. No provisions of these policies shall be interpreted or applied as a limitation of the rights, responsibilities or prerogatives of the Board of Directors or management to operate LAWPCA facilities, manage personnel or take any such action as they may deem necessary to discharge their responsibilities.

SECTION 4.6 - SEXUAL HARASSMENT POLICY

It is the policy of the Lewiston – Auburn Water Pollution Control Authority to provide a work place with a professional businesslike environment free from all forms of discrimination including sexual harassment.

Sexual harassment of any employee by any other employee is ILLEGAL and is a form of discrimination prohibited by Federal and Maine law. The Maine Human Rights Commission defines sexual harassment as follows:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

A. submission to such conduct is either explicitly or implicitly a condition of an individual's employment.

B. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.

C. such conduct has the purpose or the effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is not welcomed, is personally offensive, damages morale, or interferes with an employee's work effectiveness.

Examples of sexual harassment include, but are not limited to, the following:

- a. Threats or insinuations, implicit or explicit, that any employee's refusal to submit to sexual advances will adversely affect the employee's retention, evaluation, wages, promotion, duty assignments, or any other condition of employment.
- b. Repeated, unwelcome, or offensive sexual flirtation, advances, or propositions. What is "offensive" is defined by the recipient of such conduct.
- c. Verbal or written abuse of a sexual nature.
- d. Unsolicited or unwelcomed physical contact.
- e. Verbal comments about an individual's body, personal relationships, or sexual preference.
- f. Display of sexually suggestive objects or pictures.

In the event that an employee is subjected to such behavior the following steps are recommended:

1. Tell the offending person to stop immediately and to refrain from such behavior in the future. Document (make a written record) the incident and your action.
2. If the harassment continues, arrange a confidential appointment with the Assistant Superintendent or the Superintendent. Every effort will be made to impartially and promptly resolve the issue. If the employee has reason to believe that the Superintendent and Assistant Superintendent may not be capable of acting impartially, then the employee may bring the issue to the office manager/administrative assistant.
3. Should the matter not be resolved satisfactorily; the employee may wish to file charges of sexual harassment not more than six (6) months after the incident with the Maine Human Rights Commission or any of its filed offices. The Commission can be reached at State House Station 51, Augusta, Maine 04333 (telephone 624-6050). Complaints may also be filed with the United States Equal Employment Opportunity Commission at any of its filed offices.

Pursuant to Title 8 MRSA section 806, employees may not be punished or penalized for seeking to exercise their civil rights, for complaining of a violation or testifying in a proceeding.

Any employee who is found, after appropriate investigation, to have engaged in sexual harassment will be subject to discipline, up to and including discharge. The severity of the discipline will depend on the nature of the harassment and whether the employee has been previously disciplined for sexual harassment. Significant financial penalties may result if legal

action is pursued. Any inquiry or complaint regarding sexual harassment will be dealt with by the Authority Management confidentially and with sensitivity to the employees involved.

Any questions regarding the interpretation or enforcement of this policy should be addressed to the Assistant Superintendent or Superintendent.

SECTION 4.7 - SMOKING POLICY

Smoking is not permitted within any Authority owned building or vehicle. At the treatment plant at 535 Lincoln St, smoking will only be permitted outside the west side loading dock near the designated smoking sign and at least twenty (20) feet from any door into the building, or in the employee's own vehicle. At the compost facility there is not designated smoking area but smoking is prohibited within 20 feet from any door into the building, or in the employee's own vehicle.

Time during which an employee is smoking will be counted as a portion of their "break time" and additional time will not be allotted for lunch or other time away from work duties as a result of time spent smoking.

Anyone smoking will be responsible for the safe disposal of any stubs or butts in a manner that will not create litter or unsightly conditions.

Disciplinary actions will be taken in the event that an employee is found to be violating the smoking policy. On the first instance that any employee is found to be smoking in authority buildings or vehicles, the employee will be suspended without pay for a period of at least four (4) hours and not to exceed ten (10) hours. In most instances the employee will be send home for the remainder of the employees shift or for the remainder of the shift and the next day for which the employee is scheduled to work. Should an employee be found to be violating the smoking policy a second time the employee will be suspended without pay for an entire payroll period (that is one week's scheduled hours). A third violation will result in termination of employment.

As is required by the State law, this policy will be enforced as needed to assure the Authority's compliance.

SECTION 4.8 – DRUG FREE WORKPLACE AND SUBSTANCE ABUSE POLICY

4.8.1 WORKPLACE ACT OF 1988: The Drug-Free Workplace Act of 1988 became effective on March 19, 1989. Employees who use drugs at work or come to work under the influence of drugs may create a hazardous situation for themselves and all those around them. It is the policy of LAWPCA to maintain a drug-free workplace. The unlawful manufacture, distribution, possession, or use of a controlled substance is prohibited in the workplace, unless the substance is prescribed by a physician and the substance is being used by the person for whom it was prescribed and for the purpose intended by the physician. Controlled substances include, but are

not limited to, marijuana, cocaine, heroin, amphetamines, and all forms of these substances. The use of alcohol at the workplace or being under the influence of alcohol at work is similarly prohibited.

4.8.2 ENFORCEMENT OF THE DRUG-FREE WORKPLACE: Any violation of the prohibition against drugs in the workplace will be treated severely. It is a condition of employment that all employees abide by the terms of this policy. Furthermore, any employee is required to notify LAWPCA if he or she is charged with a violation of law relating to drugs or alcohol occurring at the workplace within five (5) days of such charge. If convicted, the following sanctions may be imposed:

- a. The employee may be required to participate and satisfactorily complete a drug abuse rehabilitation and assistance program approved by LAWPCA, or
- b. Appropriate disciplinary action may be taken. Such discipline may include termination of employment.

4.8.3 INTRODUCTION: The Lewiston-Auburn Water Pollution Control Authority (LAWPCA) is committed to a drug and alcohol-free workplace. In order to ensure the safety of its employees and the general public, as well as be in compliance with Federal Regulations, LAWPCA has adopted this policy. The specific regulation which mandates alcohol and substance testing is Title 49 of the Code of Federal Regulations (CFR), Parts 382 and other pertinent pages of federal law.

The Authority believes its employees are its most valuable asset. Each employee has an obligation to report to work "fit for duty" and to remain "fit for duty" throughout the day or work shift. Each employee has the responsibility to care for himself/herself in order that he/she can work using all of his/her skills and abilities. This responsibility means that employees shall not come to work impaired or become impaired in any way by alcohol or drugs during the work day.

4.8.4 PROGRAM ADMINISTRATOR: The Superintendent has been designated by the Authority Board as the Alcohol/Drug Testing Program Administrator. In this function, the Superintendent will be responsible to answer any questions from drivers, employees or the public in general. The Program Administrator will handle all information on all tests as confidential. The Program Administrator may provide such information as necessary to enable the appropriate supervisor to take proper actions as warranted. The Program Administrator may also release test information to the Authority's Substance Abuse Professional to use to evaluate and recommend appropriate follow-up.

4.8.5 PROGRAM OBJECTIVES:

1. To provide employees with access to confidential counseling and/or rehabilitation programs and to detect illegal and unauthorized substance abuse and contraband in the workplace.
2. To reduce the opportunities for accidents and injuries and prevent damage to property.

3. To maintain and improve productivity, ensure quality, and to minimize employee absenteeism and tardiness.
4. To maintain the highest levels of service to the public and our environment, thereby enhancing public health, safety, and welfare.

4.8.6 SCOPE OF PROGRAM: This policy will apply to all regular full-time, part-time and temporary employees who are required to hold a Commercial Driver's License (CDL) for their position. Compliance with this policy will also be required of successful job applicants who will be hired contingent on passing both drug and alcohol tests.

NOTE: All covered employees shall receive a copy of this policy, as well as a copy of educational materials on substance abuse.

4.8.6 SUBSTANCES TESTED

The following substances will be tested to determine their presence:

1. Alcohol
2. Marijuana
3. Cocaine
4. Amphetamines
5. Phencyclidine (PCP)
6. Opiates

4.8.7 COMPLIANCE WITH REGULATIONS: All CDL employees subject to alcohol and drug testing must be in compliance with this policy at all times while working for the Authority. This will include all time spent operating commercial vehicles, as well as time spent maintaining or repairing these vehicles.

4.8.8 PRESCRIPTIONS DRUG USE: Employees covered by this policy may use prescription drugs and "over the counter" medications provided:

1. The prescription drugs or their generic equivalent have been prescribed to the employee within the past 12 months by an authorized medical practitioner.
2. Employees do not consume prescribed drugs more often than as prescribed by the employee's physician, and do not allow any other person to consume the prescribed drug.
3. Any employee who has been informed that the medication could cause any adverse side effects while working shall inform his/her supervisor prior to using these substances. The Authority at all times reserves the right to have a licensed physician determine if use of a prescription drug or medication by an employee produces an adverse effect. If such a finding is made, the LAWPCA may contact the employee's doctor (with permission) to determine if other medications are available which would not seriously affect the employee's ability to work safely. If an appropriate substitute medication is not available, the Authority may have to limit or suspend the employee's work activities to non-safety sensitive duties.

4. Any over the counter medications are taken according to package instructions and/or the advice of the employee's doctor. Any precautions indicated (such as the potential for a product to cause drowsiness) shall be discussed by the employee with his/her supervisor before performing safety sensitive duties.

4.8.9 TESTS REQUIRED: All CDL employees who come under this policy shall be tested for alcohol and/or controlled substances under the following circumstances:

1. Pre-employment or pre-use. Alcohol and drug tests will be conducted when an offer is made to hire an employee for a CDL position. The offer for employment will be contingent on the applicant passing these tests. This includes existing employees who are applying for CDL positions.

2. Random. Testing will be conducted on a random unannounced basis. The number of annual drug tests shall equal 50% of the number of CDL required positions while the number of annual alcohol tests shall equal 25% of the CDL required positions. The Authority has entered into an agreement with a Third-Party Administrator (TPA) to randomly select the CDL employees for testing and then notify the Program Administrator of the person or persons chosen. The LAWPCA retains the right to participate in a random pool with other employers, or conduct the random sample using only LAWPCA CDL holders.

3. Post-accident. Employees will be alcohol and drug tested following all accidents involving a fatality. The employee will also be tested if he/she receives a summons for a "moving traffic violation", and must receive medical treatment away from the accident scene, or the employee receives a violation and a vehicle must be towed regardless of responsibility. Alcohol tests will be performed as soon as possible. If the alcohol test cannot be performed within 8 hours, the employer will abandon all attempts for alcohol testing.

4. Reasonable suspicion. All CDL employees who exhibit to two (2) supervisors who have received supervisory drug training, signs and symptoms of alcohol and/or drug abuse while on the job, prior to reporting to work or just after work will be required to submit to an alcohol and/or drug test. The supervisors shall document the specific facts, symptoms observations by completing a "Reasonable Suspicion Record" form. If an employee suspects a supervisor of substance abuse the employee will notify the Program Administrator, or the Chairman of the Authority Board of Directors of his/her suspicions. The Program Administrator or Board Chairman, will act in accordance with the appropriate sections of this policy. All employee reports will be kept strictly confidential. Anonymous complaints will not be investigated.

5. Return-to-work. An employee who previously tested positive must submit to an alcohol test and drug test to return to duty. The results must be negative to return to work.

6. Follow-up. An employee who previously tested positive and has returned to duty must submit to a combination of at least six (6) alcohol and drug tests during the first year after returning to work. Follow-up tests will be unannounced and may continue for up to sixty (60) months after returning to work, not to exceed twelve (12) a year. * Random alcohol testing must be conducted

just before, during or just after a driver's performance of safety-sensitive duties. Random drug testing does not have to be conducted in immediate time proximity to performing safety-sensitive functions. An employee is considered to be performing a safety sensitive function when he/she is actually performing, ready to perform or immediately available to perform any safety sensitive function.

4.8.10 TESTING PROCEDURES: The Lewiston-Auburn Water Pollution Control Authority is contracting with a TPA to do the LAWPCA alcohol and substance abuse testing. When an employee has been randomly selected, he/she will be notified by his/her appropriate supervisor and will proceed directly to the testing area. The LAWPCA will call the collection facility to notify them that the employee is en route. All randomly selected individuals must comply with the testing.

Sampling for substance abuse shall only be conducted in a medical facility supervised by a licensed physician or nurse. Employees and job applicants for CDL positions shall not be required to provide a urine sample while being observed, directly or indirectly, by another individual. Employees shall leave any personal belongings including any unnecessary clothing, coat, jacket or similar outer garment outside the collection area.

All specimen samples shall be collected, sealed and stored in compliance with the National Institute on Drug Abuse (NIDA) guidelines as required by Federal Law, and transported to a licensed and certified laboratory for actual testing. Additionally, the chain of custody requirements for these samples shall be in accordance with NIDA guidelines and Federal Law in order to protect the sample from being tampered with and to verify the identity of each sample and test results. When the sample is first collected, a portion of the sample shall be segregated according to federal regulations. In the event there is a positive test with the first sample, the segregated sample may be requested by the employee for testing within seventy-two (72) hours after the employee is notified by the Medical Review Officer (MRO) of the positive test to confirm the accuracy of the results. This request should be made to the MRO. The employee shall pay the cost of testing the segregated sample. If the employee is aware of a situation that may have led to the positive test, such as taking of prescription drug or other medicines, he/she should make the fact known to the MRO at the time the urine sample is provided or within the required time after notification of a positive test.

The Authority shall utilize the services of an MRO to interpret any confirmed positive test. An MRO is a licensed physician who is responsible for receiving the laboratory results. The MRO has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's medical history and any other medical information. The MRO shall have the authority to discuss an employee's test results with the employee prior to notifying the Authority. Once the employee has been notified and the MRO is satisfied with the accuracy of the test results, the LAWPCA shall be notified.

All alcohol testing will be conducted with a Breath Testing Device (EBT), which will be administered by the same medical facility as the substance testing. Two (2) breath tests are required to determine if a person has an unacceptable alcohol concentration. A screening test is conducted first. Any result less than 0.02 alcohol concentration is considered a negative test.

If the alcohol concentration is 0.02 or greater, a second confirmation test must be conducted within fifteen (15) minutes. The employee and the individual conducting the breath test shall complete the alcohol testing form to ensure that the results are properly recorded. Any individual who conducts the testing must be trained to operate the EBT and be proficient in the breath testing procedures.

4.8.11 PROHIBITED CONDUCT: During the time that the Authority's CDL employees are performing their work, they shall not do any of the following:

1. Report to work and/or remain on duty with an alcohol concentration of 0.02 or greater;
2. Possess any alcohol;
3. Use any alcohol;
4. Use any alcohol within four hours prior to going on duty;
5. Use any alcohol within eight (8) hours after an accident which has required the CDL employee to be tested for alcohol concentration;
6. Refuse to submit to a required alcohol and/or controlled substance test;
7. Report to or remain on duty when using any controlled substance, except when used under a physician's orders and when the physician has informed the CDL employee in writing that the use will not affect the safe operations of a commercial vehicle. In the case of a written warning by the physician, the employee shall report this to his/her supervisor immediately;
8. Report to or remain on duty if the employee has tested positive for controlled substances.

Failure to comply *with* these rules is a violation of this policy and will result in disciplinary action or referral to a certified rehabilitation program by the Authority's SAP.

4.8.12 REFUSAL TO TEST: Failure to submit to testing will automatically be considered a verified positive test and he/she will have to follow the procedures outlined in this policy. Specifically, the following circumstances will be considered a refusal to test:

1. Failure to report to the designated testing area within thirty (30) minutes of being notified to submit to a required test.
2. Failure to accurately provide a sufficient sample to be tested, either breath or urine as the case may be, unless medically determined impossible to do so.

4.8.13 DISCIPLINARY ACTION: Any employee who violates this policy may be subject to disciplinary action up to and including dismissal. Factors to be considered in determining the appropriate disciplinary response include, but are not limited to the following: employee's work

history, length of employment, current job performance and existence of past disciplinary actions.

Specific actions which may be subject to dismissal include, but are not limited to the following:

1. Refusal to submit to a rehabilitation/counseling program after testing positive.
2. Failure to successfully complete a rehabilitation/counseling program after receiving a positive test.
3. The employee has substituted, adulterated, diluted or otherwise tampered *with* his/her urine sample.
4. While on LAWPCA premises, the employee was caught drinking alcohol or using, manufacturing, distributing, selling or possessing any illegal or unlawfully obtained substances or drugs.
5. The use of alcohol while on Authority premises. This includes a conviction for driving while intoxicated (OUI) during work hours.
6. Failure to contact the Authority's approved Substance Abuse Professional (SAP) within five (5) regular working days after being notified of a confirmed (MRO certified) positive test for the use of an unauthorized substance.

Any permanent employee who tests positive the first time for either alcohol (blood alcohol concentration of .04 or greater) or substance misuse will be suspended until his/her "return to work" tests are negative, unless the Authority, at its discretion, is temporarily able to use the employee in a non-safety sensitive capacity. During this suspension the employee will be allowed to use accrued sick vacation, or personal time. He/she will be offered an opportunity for rehabilitation. The employee will enter a rehabilitation/counseling program deemed most appropriate by the Authority's Substance Abuse Professional. Except to the extent that costs are covered by the employee's group health plan, the costs of the public or private rehabilitation/counseling program shall be equally divided between the Authority and the employee. The LAWPCA may assist the employee in meeting his/her share of the expenses by setting up a payroll deduction plan. The offer of rehabilitation does not apply to job applicants, temporary or probationary employees.

Employees who test positive a second time will be suspended immediately without pay and terminated after being notified of the second confirmed (MRO certified) positive test for the use of an unauthorized substance.

Employees who are found to have an alcohol concentration of 0.02 or greater, but less than 0.04, will immediately be placed on unpaid leave for a minimum of twenty-four (24) hours.

NOTE: During the period the Authority is awaiting an employee's test results due to a post accident or reasonable suspicion circumstance, the employee's duties will be suspended and the

employee will be placed on paid administrative leave until the LAWPCA is advised that the substance abuse test is negative or positive. If the employee receives a confirmed positive, the amount of time he/she was on paid administrative leave will be deducted from his/her paid sick or vacation leave or from accrued but unpaid floating holidays.

4.8.13 EMPLOYEE/APPLICANT RIGHTS AND RESPONSIBILITIES: It is the responsibility of each employee to seek help before alcohol and/or drug problems lead to disciplinary action. In the event of a positive test result, employees and applicants shall have the opportunity to present an alternative explanation for the test result by contacting the Medical Review Officer (MRO). This shall be done no later than five (j) days after notification of the results. No further action will be taken if there is a justified explanation, or there is a reasonable doubt as to the accuracy of the result or chain of custody for the sample.

Any employee or job applicant with a positive test result may also, upon written request within five (5) working days, have the right to any information relating to the test results and procedures.

Any permanent employee who tests positive for a first offense, and cannot provide a satisfactory explanation, will be offered SAP referral to a certified rehabilitation program.

An employee who receives his/her first confirmed positive test (alcohol concentration of .04 or greater) result will be suspended or at the Authority's discretion temporarily assigned to a non-safety sensitive position and will be permitted up to 6 months in a rehabilitation program designed to enable the employee to avoid future use of a substance abuse. The employee will enter a rehabilitation program deemed most appropriate by the Authority's Substance Abuse Professional.

The employee shall not have his/her pay and benefits reduced while an employee is participating in a rehabilitation program, provided that the employer is not required to pay for periods in which the employee is unavailable for work for purposes of rehabilitation or if he/she is certified by a physician to be medically unfit for duty. For these periods, the employee may use accrued vacation and sick leave.

Upon successfully completing the rehabilitation/counseling program, as determined by the rehabilitation or treatment provider in consultation with the LA WPCA, the employee is entitled to return to his/her previous job with full pay and benefits. The exception would be if conditions unrelated to the employee's previous test make the employee's return impossible.

Any subsequent second offense positive test will result in immediate suspension without pay and termination after being notified of a second confirmed (1v1R.O certified) positive test for the use of an unauthorized substance.

4.8.14 CONFIDENTIALITY OF INFORMATION: Unless the employee or applicant consents, all information acquired by the Authority in the testing process is confidential and may not be released to any person other than the employee or applicant who is tested, the Program Administrator, or designees as well as the SAP or Rehabilitation Provider. The foregoing shall

not prevent the release of information that is required or permitted by State or Federal Law, or the use of information in any grievance procedure, administrative hearing or civil action relating to the imposition of the test or the use of the test results.

4.8.15 EDUCATIONAL SESSIONS: The LAWPCA will provide each employee subject to this policy a copy of the written policy. The Authority will also provide printed material which describes the effects of alcohol and/or controlled substances on the individual's health, work and personal life, as well as information on the signs and symptoms of alcohol or controlled substances. In addition, the LAWPCA will provide annual training for employees on substance abuse awareness.

Any employee who wishes to seek personal and confidential advice on alcohol and/or controlled substances may contact the Authority's Substance Abuse Professional.

SECTION 4.9 -- MALFEASANCE

All employees at the Lewiston Auburn Water Pollution Control Authority are expected to behave according to the highest ethical standards. This is certainly true with regard to all resources including monetary, material and intellectual property of the Authority. In all cases the funds, equipment, supplies, products and items of commercial value of the Authority are entrusted to the employees as a responsibility and trust of the highest order, none of which are to be used for, or converted to, personal use.

In the case that any employee believes that any funds of the Authority have been stolen, embezzled, or otherwise used for private purposes or that any property, equipment or products have been similarly misappropriated, that employee is directed and encouraged to report the actions to the Superintendent or Assistant Superintendent. Any such report will be held in confidence and investigated objectively without harm or recrimination to the reporting employee. If the employee shall feel for any reason that neither the Superintendent nor the Assistant Superintendent can be trusted to objectively investigate and take proper action on a report of possible malfeasance, the employee is directed to bring the matter up to the Chairman of the Board of Directors or if necessary to maintain confidentiality and objectivity, any individual Board Member.

Disciplinary action will be determined by the Authority Management or Board of Directors upon completion of necessary investigation and confirmation of the theft, embezzlement or malfeasance and will be commensurate with the severity of the action.

SECTION 5.0 - RECORDS RETENTION POLICY

General Information: In this rapidly developing and changing "information age", filing, accessing, and ultimately disposing of records requires a coordinated plan and is critical to the long-term well-being of the Authority. Characteristics of a successful system include

identification of documents to be retained and the length of time to be retained. Below are identified documents and their respective retention periods:

Laboratory documents- 7 years

Industrial Pretreatment records- 3 years

MSDS/SDS- 30 years

Training records- no specified retention period

Health records (individuals)- 60 years

Safety policies, plans and procedures- 5 years after superseded

Hazardous substance communication records- 75 years after superseded

Industrial hygiene and audiometric test records- 30 years after separation

Respirator fit test records- 6 years after separation

Class A biosolids records- 5 years after facility closure

Class B biosolids records- 5 years after utilization program ceases

Air permit records- 7 years

Septic/Hauled wastes records- 7 years

APPENDIX A

LAWPCA Employee Agreement- Cell Phone Stipend

LAWPCA EMPLOYEE AGREEMENT STIPEND PROGRAM FOR USE OF PERSONAL CELLULAR TELEPHONES

I (print name) _____ do hereby acknowledge and understand:

1. I possess a working cellular telephone and that use of my personal cellular telephone for LAWPCA business is a voluntary program.

2. That I agree to have my personal cellular telephone accessible and available at all times during my schedule for work hours or while on call or standby or other times that I may be required to be available for LAWPCA business;

3. That because I am willing to use my personal cellular telephone for official LAWPCA matters, LAWPCA will reimburse me with a monthly stipend of \$20.00 per month (the "Reimbursement"). That the Reimbursement will be included in my regular paycheck. That because the Reimbursement is not being paid pursuant to an "accountable plan," as defined in the Internal Revenue Code, the Reimbursement is considered W-2 wages for federal income tax purposes and will be subject to all required employment and income tax withholdings. That such treatment is required by the Internal Revenue Code even though LAWPCA is submitting the Reimbursement only to assist me in defraying my personal monthly cellular telephone bill. That by my signature hereto, I acknowledge that the federal income tax treatment of the Reimbursement as W-2 wages is not controlling for any other purpose whatsoever;

4. That the use of my cell phone for LAWPCA business shall not be considered a right or obligation and is not an on going benefit that is included in the my overall compensation package; 5. I agree that I retain all responsibility for all charges for service, equipment maintenance and any other plan charges. I recognize that the Authority will have no liability therefore without regard to the volume of calls made for LAWPCA business nor any other reason. 6. That LAWPCA may terminate this stipend program at any time; 7. That I have fully read and agree to the terms of this agreement as presented above. Employee

Signature _____ Date _____

APPENDIX B

Personnel Pay Plan Table

Non-Union	2016 Survey Recommended Range	2016 Pay	2017 Pay	2018 Pay with 2% merit	2018 Pay with 2% merit & 2% cola
Superintendent	\$88,259-\$114,736	\$91,653	\$95,356	\$85,105	\$86,807
Assistant Superintendent	\$72,624-\$94,411	\$77,992	\$81,143	\$82,766	\$84,421
Plant Supervisor	\$53,742-\$69,864	\$67,320	\$69,864	\$69,864	\$71,261
Pretreatment Coordinator	\$22.32-\$29.02	\$25.43	\$26.49	\$27.02	\$27.56
Administrative Assistant	\$18.12-\$23.55	\$22.49	\$23.40	\$23.55	\$24.02
Compliance Coordinator	\$18.12-\$23.55	\$22.17	\$23.07	\$23.53	\$24.00

APPENDIX C

Liability Release Form-Working of Vehicles

**Lewiston Auburn Water Pollution Control Authority
Liability Release Form**

Working on personal vehicles on LAWPCA Property

Employees Name

I understand that participation in working on personal vehicles may be hazardous.

In signing below, I assume risk of harm or injury which may occur as a result of working on personal vehicles while on LAWPCA property. I hereby release LAWPCA from any liability, costs and damages resulting from this activity. Further, I will not allow any other person to assist in this work without expressed written authorization and a completed release form for that person.

_____/_____
Employees signature / Date

_____/_____
Supervisors signature / Date

APPENDIX D
Employee Evaluations

LAWPCA Performance Review for Management

Employee Name: _____

Employee Title: _____

Individual Trait Average:

Evaluator Name: _____

Evaluation Date: _____

Performance Traits	1.0	2.0	3.0	4.0	5.0	Score
Leadership: Organizing, motivating and developing others to accomplish goals; Engaging and visible presence establishes positive tone for LAWPCA	Neglects growth/development of employees -Does not set or achieve goals relevant to LAWPCA mission -Lacks Ability to manage under stress -Fails to organize, creates problems for employees		Effectively stimulates growth & development in employees -Sets/achieves useful, realistic goals that support mission -Performs well under stressful situations -Organizes successfully, implementing process improvements and efficiencies		Inspiring motivator and trainer -Leadership dramatically furthers LAWPCA mission -Seamlessly tailors leadership towards employee's strengths, minimizes weaknesses and maximizes effectiveness -Superb organizer, great foresight, develops process improvements and efficient procedures -Perservers through the toughest challenges and inspires others	
Technical Expertise: Technical knowledge; Practical applications	Lacks basic WW knowledge -Unaware and unwilling to learn details of WW treatment -Cannot apply basic skills -Technical skill and knowledge are below management expectations		Has thorough knowledge of LAWPCA and Process -Has detailed O&M knowledge; resolves technical issues -Competently performs both routine and new tasks -Technical knowledge and skills are meeting expectations		Complete understanding of misson and LAWPCA operation -Recognized expert, sought after to solve difficult problems, executes innovative ideas Exceptionally skilled; complete accuracy and precision in all technical actions,duties and procedures -Technical knowledge is first rate, know how to find answers	
Professionalism: Standard enforcement, taking initiative, planning, prioritizing, solving challenges -Continuous learning; standards of appearance and conduct	Fails to uphold and enforce standards -Does not utilize resources to solve problems -Improvement of peers, and self not a priority -Consistently unsatisfactory appearance, demenor or conduct -Creates conflict, unwilling to work with others, puts self above team		Actively teaches, upholds and enforces standards with employees -Committed to professional education/training for self and employees -Excellent personal appearance and representation of LAWPCA -Reinforces other's efforts, meets personal commitments to team		Proactively teaches, upholds, and enforces standards throughout LAWPCA -Actively leads activities, solves challenges, and drives work toward accomplishing mission -Fosters an environment of improvement, education, and professional development -Exemplary personal appearance and representation of LAWPCA -Team builder, inspires cooperation and focus	
Character: Integrity, Recognition of diversity -Contributes to growth, human worth and community	Demonstrates exlusionary behavior, fails to value differences from cultural diversity -Lacks personal integrity and does not take responsibility for actions or decisions		Diversity: values differences as strengths, fosters atmosphere of acceptance/inclusion -Trustworthy, ethical and honest		Seemlessly integrates diversity into all aspects of LAWPCA work, policies and daily tasks -Model of achievement. Develops employee cohesion by valuing differences as strengths -Leads with an uncompromising code of integrity	
Active Communication: Communication, questioning attitude, energized information flow	Stifles information exchange, idea sharing and diversity of opinion -Does not take advantage of Mgmt. staff to discuss, plan, or act on issues -Poor communicator, actions negatively impact LAWPCA mission and/or goals		Facilitates information exchange, idea sharing & diversity of opinion -Uses Management staff to discuss, plan, and act on issues -Effectively communicates and listens to employees and other managment staff		Actively facilitates information exchange, idea sharing and diversity of opinions -Actively uses management staff and resources to discuss, plan and act on issues -Energizes communication flow up and down the chain of command	

LAWPCA Performance Review for Management

<p>Qualifications/Achievements - Educational achievements, awards, community involvement, etc.</p>	
---	--

<p>Employee Comments- areas/goals for improvement; requests for help or support - management expectations</p>	
--	--

<p>Management Comments/ Recommendations , suggestions, ideas - employee expectations</p>	
---	--

Employee Signature: _____ Date: _____

Management Signature: _____ Date: _____

LAWPCA Performance Review for Non-Management

Employee Name: _____

Employee Title: _____

Individual Trait Average:

Evaluator Name: _____

Evaluation Date: _____

Performance Traits				Score
Professional Knowledge: Technical knowledge and practical applications; LAWPCA mission	Marginal knowledge of job -Unable to apply knowledge to solve routine problems -Fails to meet license requirement		Strong working knowledge of operation and job -Readily applies knowledge to accomplish task -Meets license and training requirements	Recognized expert, sought out by others for technical knowledge -Uses knowledge to solve complex technical problems -Understands and promotes the mission's of LAWPCA
Quality of Work: Standard of work; timely work product	Needs excessive supervision -Product frequently needs rework -Wasteful of resources		Needs little supervision -Produces quality work. Few errors and resulting rework -Uses resources efficiently	Needs no supervision -Always produces exceptional work. No rework required. Maximizes resources
Personal Job accomplishment: Responsibility, quantity of work, initiative	Needs prodding to start or finish jobs -Prioritizes poorly -Avoids responsibility		Productive and motivated. Completes task and work on time -Plans/Prioritizes effectively -Reliable, dependable, willingly accepts responsibility	Energetic self-starter. Completes work early, far better than expected -Plans/prioritizes wisely and with exceptional foresight -seeks extra responsibility and takes on the hardest jobs
Teamwork: Contribution to team building and team results; cooperation with management	Creates conflict, unwilling to work with others, puts self above team -Fails to understand LAWPCA teamwork goals -Does not take direction well		Reinforces others' efforts, meets commitments to work team -Understands goals, employs good teamwork techniques -Accepts and offers team direction	Team builder, inspires cooperation and progress -Focuses goals and ideas for teamwork -Exceptional at accepting and offering direction
Leadership: Organizing, motivating and developing others to accomplish goals	Fails to organize, creates problems for other employees -does not set or achieve goals relevant to LAWPCA mission & vision -Lacks ability to cope with or tolerate stress -Inadequate communicator Tolerates hazards or unsafe practices		Effectively stimulates growth/development in employees -Organizes successfully, implementing process improvements and efficiencies -Sets/achieves realistic goals that support LAWPCA mission -Performs well in stressful situations -Clear, timely communicator -Ensures safety of personnel & equipment	Inspiring motivator and trainer -Superb organizer, great foresight, develops process improvements and efficiencies -Perserves through the toughest challenges and inspires others -Exceptional communicator -Ensures employees are safety-conscious -Constantly improves the personal and professional lives of others
Character: -Integrity -Recognition of diversity -Contributes to growth, human worth & community	Demonstrates exclusionary behavior, fails to value differences from cultural diversity -Lacks personal integrity and does not take responsibility for actions or decisions		Diversity: values differences as strengths, fosters atmosphere of acceptance/inclusion -Trustworthy, ethical and honest	Seemlessly integrates diversity into all aspects of LAWPCA -Model of achievement. Develops employee cohesion by valuing differences as strength -Leads with an uncompromising code of integrity
Active Communication: Communication, questioning attitude, energized information flow	Stifles information exchange, idea sharing and diversity of opinion -Does not take advantage of Mgmt. staff to discuss, plan, or act on issues -Poor communicator, actions negatively impact LAWPCA mission goals		Facilitates information exchange, idea sharing & diversity of opinion -Uses Management staff to discuss, plan, and act on issues -Effectively communicates and listens to employees and other management staff	Actively facilitates information exchange, idea sharing and diversity of opinions -Actively uses management staff and resources to discuss, plan and act on issues -Energizes communication flow up and down the chain of command

LAWPCA Performance Review for Non-Management

Qualifications/Achievements - Eductions, awards, community involvement, etc.	
Employee Comments- areas/goals for improvement; management expectations	
Management Comments/ Recommendations-	

Employee Signature: _____ Date: _____

Management Signature: _____ Date: _____