

**Collective Bargaining Agreement**

**between**

**City of Westbrook**

**and**

**American Federation of State, County, and Municipal Employees  
(AFSCME)**

**For the**

**Westbrook Public Services Department**

**July 1, 2024 – June 30, 2027**

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## **ARTICLE 1 - PARTIES – RECOGNITION**

- A. This Agreement is entered into by and between the City of Westbrook, a municipal corporation located at Westbrook, Maine, hereinafter called “The City,” and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 481, Council #93, hereinafter called “the Union”.
- B. The City, pursuant to the requirements of Title 26, Chapter 9-A of the Maine Revised Statutes, as amended, recognizes the Union as the exclusive bargaining agent for all employees properly included in the Westbrook Public Services Department as set forth in Article 2 for the purposes of collective bargaining with respect to wages, hours, working conditions, and contract grievance arbitration.

## **ARTICLE 2 – UNION MEMBERSHIP – DUES DEDUCTION – UNIT COVERAGE**

- A. Employees of the Public Services Department pursuant to Title 26 M.R.S.A. Section 963 shall be afforded the free and unrestrained right to join voluntarily the Union and participate in its activities or choose not to join the Union and sign a nonmember waiver form. Neither party shall directly or indirectly interfere with, intimidate, restrain, coerce, or discriminate against any employee in the exercise of those rights. The written authorization for Union dues deductions of membership dues shall be irrevocable during the term of this Agreement except that an employee may revoke the authorization, provided the employee notifies, in writing, the City and Council #93 at least thirty (30) days, but not more than sixty (60) days prior to the expiration date of this Agreement.
- B. During the term of this Agreement, the City shall deduct from the employee’s pay an amount set by the Union for union dues, agency fees, COPE contributions from each member of the Union who voluntarily executes an authorization form and upon request, any additional dues amounts specified by the Union and authorized by the employee. When filed with the City, the authorization form will be honored in accordance with its terms, deductions will be promptly transmitted to the Union by electronic transfer (ACH). Along with the ACH payment, an employee payroll roster will be submitted within two (2) business days via electronic means utilizing a CSV or Excel format, including any employee in a bargaining unit that is not having dues deducted. The Union shall indemnify and hold harmless the City against all claims and suits which may arise as a result of deductions or other action taken pursuant to this section.
- C. This electronic employee payroll roster must include employee ID numbers, legal name, bargaining unit, deduction amount, deduction type, base pay amount (excluding overtime, shift differentials, bonuses, and longevity), pay ending date, and check date. The bargaining unit covered by this Contract shall be comprised of the public employees of the Public Services Department, who are employed in those classifications listed in Article 18. All of said employees as individual members of the Union Bargaining Unit are

to regard themselves as public employees and are to be governed by the highest degree of honor and integrity in all their public and personal on the job conduct during their work assignments and maintain a good personal appearance in order that they shall merit the respect and confidence of the general public.

- D. The City agrees to deduct from the wages of any employee who is a member of the Union a people deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the City and the Union. The City agrees to remit any deductions made pursuant to this provision promptly to the Union with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

### **ARTICLE 3 – PROBATIONARY PERIOD AND FIELD TRAINING OFFICER (FTO)**

All new employees shall serve a probationary period of six (6) months. Pursuant to the requirements of Title 26 M.R.S.A. section 962 (6) (F), such probationary employees shall not be subject to the provisions of this Contract. All employees retained beyond six (6) months shall from thence on be subject to the terms of this Agreement, and their seniority rights and length of service, unless otherwise specifically provided, shall be deemed to have begun on the date of initial employment.

During the probationary period, new employees may be assigned to a Field Training Operator (FTO). FTO's will work side by side with employees daily to ensure that new hires receive consistent information regarding day-to-day operations, policies, and procedures. FTO's will also serve as a resource for new hires should they have any questions or concerns while on probation. New employees will be assigned to an FTO for a maximum of two (2) weeks and that period may be extended by Management.

FTO's will be chosen and assigned at the sole discretion of Management. Acceptance of the FTO role is voluntary; however, once an employee has accepted an FTO assignment it is expected the FTO will commit to the full training period established by Management. Exceptions may be made in extenuating circumstances at the discretion of Management. FTO's will receive a stipend of \$1.00 per hour added to their base hourly wage for all hours worked while assigned as an FTO. The FTO program in its entirety shall be exempt from the grievance process.

### **ARTICLE 4 – SENIORITY**

- A. The City shall establish a seniority list, and it shall be brought up to date every three (3) months and immediately posted thereafter on the Municipal Garage bulletin board for a period of not less than thirty (30) days. A copy shall be mailed to the Secretary of the Union. Any objections to the seniority list, posted, shall be reported, in writing, to the

City, within ten (10) days or it shall stand approved. Seniority shall be defined as length of continuous service within this bargaining unit. Employees who are hired from other departments within the City shall have their seniority start as of their first day of work in this bargaining unit.

- B. Seniority within classification versus overall bargaining unit seniority applies only in cases involving assignments to shift where seniority and inverse seniority are factors.
- C. Effective January 1, 2020, all seniority lists currently used in the Department i.e., the “X” list, on-call schedule list, the “in classification” list, and any other lists to reflect the seniority language in Article 4 – Seniority; Seniority shall be defined as length of continuous service within the bargaining unit. Until that time all lists currently used will remain in their current format.

<b>ARTICLE 5 – NON-DISCRIMINATION – BULLETIN BOARDS – UNION ACTIVITIES</b>
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- A. The provisions of this Agreement shall be applied equally to all employees covered by this Agreement without regard to race, color, national origin, gender, gender identity, age, sexual orientation, marital status, religion, disability status, protected veteran status, and parental status. The City agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the City or any City representative against any employee because of Union membership or because of any activity related to Union business which is not contrary to the provisions of this Contract. The Union agrees to fairly represent without discrimination all members of the bargaining unit.
- B. The City agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. All notices, lists or other materials required by the terms of this Agreement to be posted by the City shall be posted on these bulletin boards.
- C. The City agrees that employees may, on City time and City premises, conduct the following Union activities: collect Union dues, fees or assessments (if not collected by the City), post notices, distribute literature, communicate with the City Representatives on contract interpretation or application, investigate grievances of employees provided that such activities in the aggregate do not exceed four (4) work hours in any one (1) week. Scheduled step 3 grievance hearings and arbitration hearings shall not be included in the four (4) hour time limitation.
- D. Members of the Union negotiating team may, when negotiating sessions are scheduled during their assigned shift, participate in such sessions without loss of pay or other benefits, but shall not be compensated for negotiating outside of their assigned work schedule.

- E. It is agreed that Representatives of the Union, including Local Representatives, District Council, or International Representatives, shall have full and free access to the City's premises during working hours to conduct Union business. The Union shall furnish a list of such authorized Union Representatives to the City Administrator, the Director of Human Resources, and the Director of the Public Services Department.
- F. Union activities on City time and City premises as allowed by this section shall be scheduled and conducted in a manner so as to minimize interference with the work of the Department involved.
- G. Elected Union Officials may, with no loss of pay, attend Union conventions or Union meetings for a total of five (5) work days per year, provided that at least ten (10) days' notice of intent to be absent for such purpose is given to the Department Head.

#### **ARTICLE 6 – RIGHT TO LIVE OUTSIDE OF CITY LIMITS**

Bargaining unit members who are hired after July 1, 2015, must reside within a 45-minute response time from their primary residence to the Public Services building at 371 Saco Street. Google Maps will be employed as the standard measurement instrument to determine commute time. Existing employees will be grandfathered to their current residence.

#### **ARTICLE 7 – WORK HOURS**

- A. The basic workweek shall be five (5), eight (8) hour days, forty (40) hours per week, Monday through Friday. Each employee shall be scheduled to work on a regular work shift during the week, but different employees may have different shifts. Work shifts shall be made known to the employees by posting and shall not be changed without at least seven (7) days' prior notice.
- B. Scheduling flexibility is allowed for street sweeping operations, during the prime sweeping season. If seven (7) day notice of the shift change for street sweeping operations is not given, the first day's work of the shift change will be paid at time and one half (1½). Any further night sweeping operations during the prime sweeping season will be paid at the night differential rate (Article 18D). The time and one-half rate (1½) will not apply to the return of the sweeper operator and truck driver to regular shift.
- C. Assignments to shifts with hours between 3:00 p.m. and 7:00 a.m. shall be voluntary, provided that if no employees within that classification accept the assignment, the City may assign the least senior employees in the classification to fill that shift. Night shift assignments shall be rotated every fourteen (14) days.

Employees reporting for scheduled shifts outside of their regular hours of work shall be paid a minimum of two (2) hours at time and one half (1½) their regular hourly wage regardless of the start time.

- D. Nothing herein shall be construed to limit the authority of the City to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the City has no control. Such emergency assignments shall not extend beyond the period of such emergency. It is agreed that such emergency assignments are not intended to restrict or eliminate overtime.
- E. In justice and fairness to the City and taxpayers, all employees shall be required to report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties, and shall faithfully perform their duties. The City recognizes that, on occasion, circumstances beyond the employee's control may cause them to be absent from work for all or part of the day. In these situations, the employee should immediately (before the start of the employee's scheduled shift) notify their Supervisor if they are unable to arrive at work on time or be at work when scheduled. Employees are required to call the attendance hotline at 207-591-8146 prior to 6:30 a.m. on the day of their absence and leave a recorded message as to the nature and duration of their absence. Failure to do so will make their absence ineligible for compensation and any time not worked must be taken unpaid. Employees will not call their Supervisor's cell phone to report absenteeism on a regularly scheduled work shift. Calling out on the Operations Supervisors' cell phone will only be used in instances of scheduled overtime.
- F. During the construction season (April 15th to November 15th) the City has the ability to hold employees assigned to a specific task beyond their regular daily schedule up to a maximum of two (2) hours in order to complete the work assignment. Employees being held over must be notified by 1:00 p.m. On the day in which they will be held over. When an employee is unable to be held over on their assignment, they will inform their Supervisor at the time of notice. It is then the employee's responsibility to find a qualified replacement or the employee will be required to complete the assignment. The employee shall notify their Supervisor of the swap and the name of the employee who will be taking their place. The employee replacing the employee will be afforded an appropriate amount of time to travel to the job site. The employee will remain on the job site until the replacement arrives.
- G. The following work hours will be observed:
  - 1. 7:00 a.m. to 3:00 p.m.
  - 2. A paid ten (10) minute rest period during the morning. The rest period shall be determined by the immediate Operations Supervisor and shall be scheduled at the middle of the morning working period when possible.



3. A paid twenty (20) minute lunch period taken at 11:30 a.m., unless work restrictions demand otherwise, during which an employee may purchase and eat their lunch. During this period, no one shall return to the garage from a worksite, except at the discretion of the Department Head or their designee.
4. A paid ten (10) minute personal clean-up period will be allowed on City time at the end of the work shift.
5. Employees, who, for any reason, work beyond their regular quitting time into the next shift, shall receive a fifteen (15) minute rest period before they start to work on such next shift; however, this break need not be granted during periods of emergency operations affecting the health, safety, and property of the citizens.

## **ARTICLE 8 – VACANCIES**

- A. “Permanent Vacancies” are: (1) positions newly created by the City to which no one has yet been appointed; or (2) existing positions which are not currently filled because of retirement or other termination of the employee holding that position.
- B. “Temporary Vacancies” are existing positions that are not filled currently because of temporary illness, disability, or other temporary absence of the employee assigned to that position.
- C. When posted, vacancies shall be designated as either Permanent or Temporary. In the event that the City makes a decision not to fill a vacancy, the Union shall be given the reason(s) in writing, within ten (10) days after the vacancy is created.
- D. Permanent vacancies will be posted for ten (10) calendar days. Such posting shall include the job title and a copy of any job description for the position. Employees in the bargaining unit may apply for the vacancy by submitting a cover letter and updated resume within the ten (10) day posting period. All qualified bargaining unit members who complete an application shall be granted an interview prior to interviewing external candidates.
- E. The City reserves the right to fill the position with the applicant it deems most qualified for the position. Between equally qualified applicants, current employees will be given preference. Seniority will prevail between two (2) equally qualified current employees. The City shall notify any in-house unsuccessful applicants for the permanent vacancies before posting the name of the successful applicant.
- F. The qualifications for filling permanent vacancies shall be based on the applicant’s relevant experience, education, ability to perform all essential functions of the job, and work history for up to three (3) years including absenteeism, disciplinary problems,

former employer recommendations, and previous job performance evaluations. These four (4) factors shall be given equal weight.

- G. Appointments of existing employees to permanent vacancies shall be subject to a six (6) month evaluation review period. An employee may request to return to their former position in writing within the first sixty (60) calendar days of appointment to the position, or should the City become convinced, within sixty (60) calendar days of the employee's appointment, that the employee cannot fulfill the requirements of the job, then the reason therefore shall be put in writing, their President notified, and the employee shall be returned to their former job without loss of seniority.
- H. Temporary vacancies will be filled only when deemed necessary by the Department Head. Vacancies will be filled by the temporary transfer of that employee determined by the Department Head to be best qualified, based on the transferee's experience and ability to perform the work. An employee temporarily transferred will remain in that position until the absent employee returns and can fully perform their duties in their classification as determined by the Department Head; or until that vacancy becomes a permanent vacancy through termination of the absent employee; or the position is eliminated, at which time the transferee will return to their former position.
- I. Employees filling a vacancy in a higher classification within the Public Services Department shall be paid the higher classification pay rate for as long as they fill that position. An employee who works in a higher classification will be paid at the higher rate for the entire workday. A Lead person or other bargaining unit member, who is placed in a non-bargaining unit supervisory position by the Department Head will be paid an additional seventy-five (\$0.75) cents per hour above their normal rate of pay for the hours worked when filling in for periods of four (4) or more consecutive workdays, with payment being made retroactive to the first day.

## **ARTICLE 9 – PERSONNEL FILES**

An individual personnel file shall be kept on all employees of the Department, and a copy of all items placed in the file shall be given to the employee upon request. An employee may inspect their file at any time during working hours with reasonable notice and may request corrections of any errors or omissions. As required by Title 30-A M.R.S.A. Section 2702, personnel files are otherwise confidential, and information therein shall be released only in accordance with law and/or with the written authorization of the employee.

## **ARTICLE 10 - SAFETY COMMITTEE**

The Public Services Department will have a Safety Committee. The City's Representative to the Committee shall be the Department Head or their designee. The Union members from their respective Divisions will choose the Union's Representatives. The Committee shall

make advisory recommendations to the Department Head concerning the safety procedures and training within the Department. The Committee shall meet on a quarterly basis. The Committee shall be responsible for modifying, communicating, and monitoring the Public Services Department safety manual. Employees will familiarize themselves and adhere to all federal and state safety regulations.

#### **ARTICLE 11 – LAY-OFFS & REHIRING – BUMPING RIGHTS**

- A. In the event that any departmental activity is eliminated or otherwise curtailed by the City which action results in the reduction of the number of employees determined by the City to be necessary, lay-offs will be made in the order of inverse seniority, provided that temporary, part-time, and probationary employees shall be laid off before permanent employees.
- B. Employees whose positions are eliminated shall have the right to replace any employee with less seniority in an equal or lower job classification, if qualified for that job classification or has held that position in the Department within the last five (5) years. Employees thus bumped from their positions shall, if qualified, have the right to bump less senior employees in equal or lower job classifications.
- C. No new employee shall be hired until any qualified employee on lay-off status has been given an opportunity to fill the vacancy. Employees on lay-off status desiring to return to work, and who are qualified for the vacancy shall be rehired according to seniority.
- D. The right of a laid-off employee to be rehired, if qualified, to fill a vacancy shall continue for a period of eighteen (18) months from the date of lay-off; provided the employee during that period has not resigned and provided that the employee notifies the City of continued interest each six (6) months. The employee will be notified, in writing, of this requirement at the time of lay-off. Notice of recall shall be sent certified mail, return receipt requested, to the employee's address.
- E. The term "qualified", as used in this Article, means that the employee or applicant meets the minimum requirements of the job description with respect to what is variously listed in the job descriptions as "Education, Training, & Experience" and "Requirements of Work". It is specifically understood that if these objective criteria are met, seniority shall control in the exercise of the rights provided in this Article.

#### **ARTICLE 12 – DISCIPLINE**

- A. No bargaining unit member shall be disciplined by the City without just cause. Just cause may include, but is not limited to, the following: Violation of any work or safety rules established by the City; insubordination; neglect of duty; negligent performance of duty; failure to report to work without prompt notice and without good cause; violation of the

sick leave provisions of this Contract; theft or destruction of City property; sleeping on duty; dishonesty; coming to work under the influence of drugs or alcohol, or consuming alcohol or taking drugs on the job (except those drugs authorized by a physician with notice of such being given to the Department Head); and the assault, threatening, harassment, or other act of intimidation of a co-worker, supervisor, or citizen.

- B. Disciplinary action may include the following: oral reprimand, written reprimand, suspension, demotion, and discharge. The employee shall receive a copy of any disciplinary document.
- C. The City agrees to apply the principles of progressive discipline, except in the event of a major violation or offense. Disciplinary demotion shall not result in the lay-off, demotion, or discharge of other employees.
- D. No employee shall be suspended without pay, demoted, or discharged, except upon written notice, stating the reasons therefore, except in cases of gross misconduct, or where the Department Head, or designee determines that the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the operations or safety of the Department in which case the employee shall be placed on administrative paid leave pending a due process hearing so long as the employee can meet the essential requirements of their position. In the event that such disciplinary action is contemplated by the City, either written disciplinary notice or a written memorandum of intent to impose discipline shall be given to the employee and a Union Officer within fifteen (15) workdays of Management being made aware of the provoking incident, unless exigent circumstances require extended investigation and/or confidentiality.
- E. The City, before imposing any of the above disciplinary measures beyond written reprimand, shall conduct an investigation at which time the employee and/or the Union shall be given reasonable opportunity to confront their accuser and to respond to allegations. Notice of all disciplinary action will be given to the employee and Shop Steward.
- F. The Union and/or employee shall have the right to challenge any of the foregoing disciplinary actions through the contract grievance procedures as set forth in Article 13.
- G. If the City has reason to reprimand, demote, suspend, or discharge an employee, such action shall be done in a manner that will not embarrass the employee before other employees or the public.
- H. Should the City choose to stay disciplinary action during the pendency of contract grievance procedures, any such discipline must be implemented by written notice to the employee and Union within thirty (30) days after the disciplinary action becomes final.

- I. Any discipline up to and including written reprimand, in an employee's personnel file shall not become the basis for further disciplinary action or to increase the severity of any disciplinary action taken against the employee after eighteen (18) months from the date of issuance of the letter of reprimand.
- J. Any written reprimand shall not become the basis for further disciplinary action or to increase the severity of any disciplinary action taken against the employee after eighteen months (18) months, providing there being no recurrence of the type or kind of conduct giving rise to the original written reprimand.
- K. Any suspension shall not become the basis for further disciplinary action or to increase the severity of any disciplinary action taken against the employee after twenty-four (24) months, providing there being no recurrence of the type or kind of conduct giving rise to the original suspension in the intervening period.
- L. The City retains the right to maintain records of grievance proceedings including arbitration information and rulings for as long as it deems necessary. Records of discipline up to and including a written warning maintained by the City for more than eighteen months (18) months shall not become the basis for further disciplinary action or to increase the severity of any disciplinary action taken against the employee.

<b>ARTICLE 13 – DISPUTE RESOLUTIONS</b>
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- A. For purposes of this Agreement, a grievance is defined as a dispute between the parties as to the meaning or application of a specific term or provision of this Contract. Any written grievance submitted shall specifically identify the Article, Clause, Section, and alleged violation and the precise remedial action requested.
- B. The following procedure shall be used in the handling of grievances provided that time limits may be extended by mutual consent of the parties; such extension requests and responses to the same shall be in writing and copies shall be forwarded to all the parties involved:

**Step 1.** An employee and/or the Shop Steward shall present the grievance orally to the employee's immediate Operations Supervisor within ten (10) working days of the act or omission giving rise to the grievance or within ten (10) working days from the time the employee should reasonably have been aware of the grievance. The Operations Supervisor shall respond within 10 working days.

**Step 2.** If the grievance is not satisfactorily settled at Step 1, a written grievance may be filed within ten (10) working days from the date when the Step 1 response is rendered or due, whichever comes first.

The Department Head shall hold a hearing on the grievance within ten (10) working days from receipt of the grievance. The employee and/or Shop Steward shall be given an opportunity to present their case and to respond to any evidence or allegations of the City.

The Department Head shall issue a written response to the Step 2 grievance within ten (10) working days after the hearing.

**Step 3.** If the grievance is not satisfactorily settled at Step 2, the employee and/or Union may request a Step 3 hearing with the City Administrator or their designee within ten (10) working days of the date the Step 2 response is due. The Step 3 hearing shall be held within twenty (20) working days.

The City Administrator or their designee shall respond in writing to the Union President and the employee within twenty (20) working days of the Step 3 hearing.

**Step 4.** If the dispute remains unresolved, the employee and/or the Union may, within twenty (20) working days after the Step 3 response is due request in writing that the dispute be submitted to arbitration in accordance with the following:

- a. The parties shall within ten (10) working days of the request for arbitration, mutually agree on an Arbitrator. If the parties fail to mutually agree on an Arbitrator, the requesting party shall make an application to the Maine Board of Arbitration and Conciliation, in accordance with that agency's rules.
- b. Expenses for the Arbitrator and arbitration proceedings shall be divided equally between the parties. Each party shall bear the expense of preparing and presenting its own case including payment of its representatives and witnesses. A verbatim record may be made at the expense of the requesting party. A copy of such record shall be made available to the other party and the Arbitrator.
- c. The decision of the Arbitrator shall be final and binding on both parties provided the Arbitrator complies with the following:
  1. The authority of the Arbitrator is limited to disposing of the precise issue submitted.
  2. If either party raises the issue of arbitration, the Arbitrator shall make a preliminary ruling on the issue subject to appeal by either party to a court of competent jurisdiction.
  3. The Arbitrator's decision shall be consistent with the laws of the State of Maine.

4. The Arbitrator shall have no authority to alter or add to any terms of this Contract or to impose on the City any duty, responsibility or limitation not expressly set forth in this Contract.
- C. The City shall have the right to process grievances beginning at Step 3 through arbitration in accordance with Section B.
  - D. Grievances involving disciplinary action, lay-offs, demotions, and transfers, shall be subject to the grievance procedure, but no Arbitrator shall have the power to overrule the decision of the City unless they find that the City acted arbitrarily, in bad faith, without reason and in violation of the specific terms of this Agreement.
  - E. To provide for the mutual resolution of conflicts involving federal, state, or local laws, regulations and rules which affect the employees of the Department, the Union may process grievances concerning such laws, regulations, or rules through Step 3 of the grievance procedure established in this Article. Such grievances are not subject to Step 4 (Arbitration) of the grievance procedure.
  - F. Periodically, at a time agreeable to both the Union and the City, a committee of three (3), representing the Union, shall meet with the Management of the City for the purpose of reviewing matters of mutual interest, with the intent to eliminate problems before they become grievances, and to further report on conditions of a nature important to the Contract.
  - G. There shall be an appeal process established for disputes concerning performance evaluations. The parties will negotiate the appeals process.

#### **ARTICLE 14 – MANAGEMENT RIGHTS**

- A. The Union acknowledges that the City possesses the sole right to operate and manage the Public Services Department and to direct the workforce of this Department. The rights, powers, and authority necessary to carry out the City's responsibilities and missions shall be limited only by the specific and express terms of this Agreement.
- B. These rights and powers include but are not limited to the authority to:
  1. Determine the missions and objectives of the Department.
  2. Determine the methods, means and number of personnel needed to carry out the departmental responsibilities, including the right to reduce the workforce by lay-offs and/or attrition, and to subcontract or contract out any of the City's work, where such action is deemed in the best interest of the City. The City agrees that it will not lay-off employees as a result of contracting out, but it may reduce the work force by attrition.

3. Introduce new or improved methods, schedules, operations, or facilities. The City will provide appropriate training for employees where new equipment, methods or facilities are introduced.
  4. Establish entry level and in-service training programs.
- C. The City agrees that, where practicable and except in cases of emergency, it shall inform the Union prior to the exercise of the above-enumerated rights and powers and shall consider the suggestions of the Union with respect thereto. The City shall give at least thirty (30) days' notice of its intent to contract out work or to make other operational changes, which may result in the reduction of forces.
  - D. The City may adopt work rules for the operation of the Departments and the conduct of its employees provided such rules do not conflict with the express written provisions of this Agreement.
  - E. When existing work rules are changed or new rules are established, they shall be posted prominently on all bulletin boards to become effective ten (10) days after posting. A copy will be sent to AFSCME, Council 93, to the attention of the Field Representative serving this area. During said ten (10) day period, the City will, upon request, meet with the Union and consider any suggestions relating to the proposed rule or rules.
  - F. Disputes regarding all alleged conflict between proposed rules and this Agreement are subject to the grievance procedures established in Article 13, provided that Step 1 is commenced within ten (10) working days after the ten (10) day posting period.
  - G. Performance evaluations will be conducted for each employee when they reach their six (6) month probationary period after being hired or promoted, and thereafter, annually on the employee's anniversary date.

Evaluations are Management's coaching tool and will be performed for employee feedback and not for discipline. In the case an employee disagrees with an evaluation, they may appeal the evaluation to the Department Head and next to the Mayor's Office, however, performance evaluations will not be subject to the grievance procedure. Employees will be provided with the opportunity to include feedback and comments in response to performance evaluations.

#### **ARTICLE 15 - NO STRIKES OR LOCKOUTS**

This Union agrees there shall be no strikes, slowdowns, or any interference with the efficient management of the Public Services Department, and the City agrees that there will be no lock out during the life of this Agreement.



## **ARTICLE 16 – PROTECTION OF PROPERTY AND EQUIPMENT**

It shall be the responsibility of any employee having custody of any equipment and/or property to see that it is properly cared for, kept clean, and returned to its place of storage.

## **ARTICLE 17 – OVERTIME AND CALL BACK**

- A. Employees shall be paid time and one half (1½) for all hours worked beyond eight (8) hours of actual work at straight time in any one (1) day or forty (40) hours of actual work at straight time in any one (1) week. Actual time worked shall include holidays for which an employee is compensated whether they worked that day or not. The actual time worked shall include vacation leave. Time spent at Workers' Compensation related doctors' appointments during the regular work shift shall also count as time worked for the purpose of calculating overtime; however, employees are expected to make every effort to schedule such appointments outside of the regular work shift whenever possible to avoid disruption to operations. Time spent on doctor's visits, for non-work-related medical issues, during work hours that could not be scheduled during off hours that are compensated by comp time and the employee returns to work, shall count as hours worked for the purpose of overtime.
- B. Non-emergency work to be performed outside of the regular work shift shall be assigned as equitably within classifications as is practicable. However, the City reserves the right to make specific assignments where it deems a particular employee, because of prior work assignments or special knowledge or skills, is best suited to perform a certain job or jobs.
- C. Except where a specific assignment is made, such non-emergency assignments outside of the regular work shift shall be made according to the Non-Emergency Overtime Procedure, which is attached hereto as Appendix B. An employee who signs the volunteer list shall be available for overtime assignments during that week.
- D. For regularly scheduled pumping station weekend work, the employee shall be paid a minimum of four (4) hours' pay at the rate of time and one half (1½), which shall not count as actual hours worked for the purpose of overtime computation. Hours of work for regularly scheduled pumping station overtime work shall begin no earlier than 6:00 a.m., nor later than 8:00 a.m. The employee must use the time clock and a City vehicle. In the event that a second assignment is scheduled that day, no split shifting shall take place: i.e., those employees required to work both assignments shall work and be compensated at the overtime rate from the start of the first job to the end of the second. In the event of a second assignment, the Department Head and/or Operations Supervisors are authorized to have such employees work the full period for which they are compensated.

Employees who work scheduled burial overtime may leave after completion of burial duties and shall be paid four (4) hours of pay at time and one half (1½). In the event that a second assignment or call back is required that day, in addition to the burial assignment, no split shifting shall take place: i.e., those employees required to work both assignments shall work and be compensated at the overtime rate from the start of the first job to the end of the second. In the event of a second assignment, the Department Head and/or Operations Supervisors are authorized to have such employees work the full period for which they are compensated.

Notwithstanding the foregoing, the City may, during emergency situations, including but not limited to snow, ice, or rainstorms, call back such employees, as it deems necessary to deal with the situation. Employees so called back must return to work unless excused by the Department Head and/or Operations Supervisor. Callback shall include hold over from the regular shift provided that the employee shall be given fifteen (15) minute rest periods at the end of their regular work shift.

- E. Employees called back pursuant to this subsection shall be guaranteed a minimum of three (3) hours pay at time and one half (1½), provided the City may assign additional work during a call back where it determines that such work is not regularly scheduled work and there exists a current need to get this work done to meet the needs of the City, and in emergency situations. Call-in hours will not be applied toward the regular eight (8) hour shift.
- F. The following resources will be utilized in no particular order in cases when the Public Services Department experiences a need for supplemental help from sources other than the Street Division:

Regular, Probationary, Outside Contractors, Part-Time Employees of the Street Division, Wastewater Division, Technician Division, and other AFSCME Members.

It is understood that there may be times when employees of the Street Division have not yet been recalled for the purposes of strategic planning for the event while other members of the bargaining unit divisions are recalled to work.

- G. The City has adopted the concept of rotating the four (4) on-call winter operations assignments on a weekly basis among those who are appropriately qualified and who are eligible for such work within the Public Services Department (see Appendix C). This does not include Equipment Technicians and Systems Operators. During the time an employee is serving in one (1) of the four (4) on-call assignments, they will provide the Department with a phone number where they can be reached at all times while on-call and shall be required to respond immediately upon being called.

The Public Safety Equipment Technician year-round will provide the Police Department with a phone number where they can be reached at all times while on-call. The Equipment Technician(s) assigned to Public Services Department will provide the Department with a phone number where they can be reached at all times while on-call between November 15<sup>th</sup> and April 15<sup>th</sup> and shall be required to respond immediately upon being called. This on-call assignment will be rotated among all Public Services Equipment Technicians. Equipment Technicians will be allowed to swap on-call assignments with each other.

On-call will be rotated in the Wastewater Division year-round.

For each day that an employee serves in one (1) of the above on-call positions, they shall receive additional compensation at a rate of twenty-one dollars and fifty cents (\$21.50) per day effective July 1, 2024, and twenty-two dollars (\$22.00) per day effective July 1, 2025.

- H. Employees may earn and accrue up to a maximum of forty-eight (48) non-replenishable compensatory time in lieu of payment for overtime hours worked. Use of said compensatory time is subject to the following:
  - 1. The City has the authority to deny the use of compensatory time, depending on available employees, so as not to interfere with normal workflow requirements.
  - 2. No overtime shall be created by the scheduling of said compensatory time off.
  - 3. Use of compensatory time off shall be approved and used on a “first come, first served” basis.
  - 4. Employees will be allowed to schedule accrued compensatory time permitted they submit the request at least forty-eight (48) hours in advance of the absence.
  - 5. All accrued, unused compensatory time off shall be cashed out by December 15<sup>th</sup> of each year.
- I. It is agreed that normally in the allocation of overtime, probationary employees assigned to a job will be allowed to remain on the job in the same manner as the permanent employees.
- J. Reporting Pay: An employee who has reported to work for a scheduled overtime assignment and the employee is no longer needed to fill the assignment will be paid two (2) hours pay at the time and one half (1½) rate.
- K. Employees shall receive a lump sum payment of one hundred dollars (\$100.00) November 15<sup>th</sup>, each year at the start of the Winter Operational Season to cover meals.

<b>ARTICLE 18 - JOB CLASSIFICATION AND PAY SCALE</b>
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- A. Those employees holding the following job classifications shall be included in the bargaining unit after a six (6) month probationary period.

Light Equipment Operator  
Equipment Operator I  
Equipment Operator II  
Crew Chief

Systems Operator II  
Systems Operator III  
Systems Operator IV

Facilities Technician  
Parking Facilities Technician

Equipment Technician Lead Person  
Public Safety Equipment Technician Lead Person  
Equipment Technician

- B. Following execution of this Agreement by the parties, the employees of the Public Services Department shall receive those wages set forth in the attached Appendix A, during the term of the Contract.
- C. Employees will receive their step raises on the date of their full-time employment anniversary with the Public Services Department. Newly hired employees will generally start on the base step of the appropriate grade for the position for which they are hired; however, based on relevant experience and qualifications, new employees may be hired up to the eight (8) year step with no adjustment to other employees in the same job classification. If a new employee is hired above the eight (8) year step, all existing employees below step eight (8) in the same job classification will be immediately advanced one (1) step above their current rate.
- D. Employees whose assigned shift includes hours after 3:00 p.m. and before 7:00 a.m. shall be paid a four dollars (\$4.00) per hour wage differential, added to the base hourly wage for all hours worked as part of their assigned shift between 3:00 p.m. and 7:00 a.m.
- E. The City shall maintain a Light Equipment Operator Classification solely for the purpose of dealing with substance abuse and performance management issues for employees who are required to maintain a Class A or Class B Commercial Driver's License (CDL) as a condition of their employment. Employees placed in this classification are required to participate in the Return-to-Duty Process as mandated by the Federal Motor Carrier

Safety Administration regulations. An employee assigned to the Light Equipment Operator classification under this provision shall be permitted to work in this classification for a period of three (3) months. The assigned period may be extended for an additional three (3) months at the discretion of the Department Head, based on the employee's progress and compliance with the Return-to-Duty Process. An employee subject to a one-year mandatory CDL suspension shall not be eligible for this program and shall be immediately terminated from employment with the City.

## ARTICLE 19 - VACATION

- A. Vacations shall be scheduled and approved in advance by the Department Head and shall be taken in the succeeding fifty-two (52) week period following attainment of each successive anniversary date. Vacation time will be earned based on relevant work experience outlined at the time of original hire, as stated in the offer letter according to the table below. The determination is not grievable.

Years of Experience	Weekly Accrual Rate		Monthly Accrual Rate		Annual Accrual Rate	
Base	1.54	hours/week	6.67	hours/month	80	Hours/Year
5 Years	2.31	hours/week	10.00	hours/month	120	Hours/Year
10 Years	3.08	hours/week	13.33	hours/month	160	Hours/Year
15 Years	3.23	hours/week	14.00	hours/month	168	Hours/Year
18 Years	3.38	hours/week	14.67	hours/month	176	Hours/Year
20 Years	3.85	hours/week	16.67	hours/month	200	Hours/Year

Upon signing of the Contract, all current employees will be placed on the accrual table relative to their current step placement on the current pay scale with no retro accrual available.

- B. Employees will receive vacation, pro-rated, in accordance with the above annual schedule set forth in Section A. Vacation balances will be capped at 25 days (200 hours). Any hours in excess of the maximum on January 1<sup>st</sup> each year shall be lost.

For new hires, vacation will begin accruing from date of hire; however, no vacation will be allowed during the probationary period.

Employees may cash in up to 120 hours of accrued vacation time during the first pay period in December each year, provided the employee has taken at least eighty (80) hours of accrued vacation time away from work during the prior twelve (12) months (December 1 – November 30).

- C. If an observed holiday occurs during the week in which an employee is actually on scheduled vacation, the employee will not be charged a vacation day, for the day of the observed holiday. Sick leave or official leave of absence shall not constitute a break in the service record for the purpose of computation of vacation accrual.
- D. Single day vacation time may not be scheduled more than three (3) weeks in advance. Requests for vacation time in excess of four (4) hours must be submitted 48 hours in advance of the time off except in cases of emergency.
- E. During the winter season, one (1) employee per week may take an uninterrupted week of vacation, with the approval of the Department Head. During the winter season uninterrupted time off of less than one (1) week for one (1) person may be taken with the approval of the Department Head, this time off shall be based on first come, first served. Such approvals shall not be arbitrarily denied. Vacation approval remains at the sole discretion of Management and shall be based on the staffing levels and workflow requirements of the Department. Employees shall request the time off pursuant to the current time requests. At no time will more than five (5) employees be permitted to be absent from work in the Street Division. Absences will include employees on involuntary leaves of absence, pre-approved vacation leaves, compensatory time, and vacancies. Each instance will be limited to a period of thirty (30) calendar days. The cap on the number of employees permitted off at one (1) time may be waived, at the Department Head's discretion, on Christmas Eve.
- F. Vacations shall be chosen on a seniority basis. Seniority will rule until vacation lists are posted March 31<sup>st</sup>. After March 31<sup>st</sup>, vacation dates will be opened to employees as they are received.
- G. Employees who are separated from the City shall be paid the wage equivalent of the accrued vacation to their credit at the time of separation. In the event that an employees covered by this Agreement dies during the term of this Agreement, their accrued vacation benefits, if any, shall be paid in wage equivalent to the beneficiary listed on their City Death Benefit Beneficiary Designation Form. If no such form is on files, the funds will be paid first to first their surviving spouse, and then to their child or children, and if none to their estate.

<b>ARTICLE 20 - HOLIDAYS</b>
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- A. The following holidays shall be paid holidays for the members of the Unit, including probationary members: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Patriots Day, Memorial Day, Juneteenth Day, Fourth of July, Labor Day, Indigenous People Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. Holidays shall be designated by the Mayor and shall be in accordance with either

State of Maine observance or Federal observance. The City agrees that if a new federal holiday is declared, employees shall be granted said holiday.

- B. An employee who works on a holiday shall be paid double time their hourly rate for those hours worked in addition to receiving their regular holiday pay. The holiday premiums in this provision shall not form the basis for further overtime pay.

#### **ARTICLE 21 - SICK LEAVE**

- A. Employees shall be allowed twelve (12) days a year sick leave, earned at the rate of 1.85 hours per week.
- B. Employees with an accrued sick leave balance of at least 600 hours on December 1<sup>st</sup>, may elect to have up to 50% of their earned but unused sick leave from the prior 12-month period (December 1 – November 30) refunded to them in monetary value in the second pay period in December.
- C. Upon separation in good standing (the employee provides at least two (2) weeks' notice or is not discharged for just cause), all employees, regardless of date of hire, shall receive a pro rate of sick leave days that the employee has on the books, based on the following schedule, and subject to any other provisions of this Contract:

<b>Sick Hours On The Books</b>	<b>Cash Value %</b>
Less than 200	25%
201 – 480	50%
481 – 680	75%
681 – 800	100%

- D. To receive the cash value of the unused sick leave, the employee must have had at least five (5) years of uninterrupted service to the City and left in good standing (provides at least two (2) weeks' notice and is not terminated).
- E. Employees who do not use any sick leave in the previous 12 months (December 1 – November 30), will receive an attendance bonus of \$400 during the 1<sup>st</sup> pay period in December. This incentive is in addition to other sick leave provisions contained in this Agreement.
- F. Effective July 1, 2024, all covered employees will participate in a Retirement Health Savings Account (RHS) Plan. All plan costs and contributions will be the responsibility of the participating employee. Employee contributions to this account will be funded by cashing-in a portion of unused sick time from the current calendar year on the first pay period in December, beginning in December 2024. All eligible employees who have a balance of 13 to 59 days (104 – 472 hours) in their sick bank shall sell back their remaining

annual allowance, not to exceed five (5) days (40 hours) of available accrued sick leave each year. Employees with 60 or more days (480+ hours) in their sick bank shall sell back their remaining annual allowance, not to exceed twelve (12) days (96 hours).

- G. The City recognizes and will comply with the requirements of the Maine Act to Care for Families. As such, an employee may charge up to five (5) days/fifty (40) hours in any calendar year of their sick leave accumulation to “family” illness, where a parent, spouse, or child is ill and the employee’s presence at home is necessary for their care, provided that all other requirements of this Article shall apply.
- H. Per the Human Resources Policies and Procedures regarding Family and Medical Leave, employees must utilize any accrued sick leave, but not vacation or holiday pay, during their Family and Medical Leave. Employees have the option of utilizing available accrued vacation or holiday pay. If the leave is covered by temporary disability insurance, use of accrued paid time will be required to cover the mandatory waiting period and is optional once disability pay becomes effective. If the leave is not covered by temporary disability insurance, and the employee has accrued paid sick leave, the employee must use all paid sick leave first before they can take unpaid leave.
- I. The Maine Paid Family and Medical Leave (PFML) Law rules and payroll withholdings will begin on January 1, 2025. The contribution per employee is 1% of an individual’s wage rate, split between the employee and the City. Benefits become available on May 1, 2026. Refer to the PFML Policy in the HR Policies and Procedures for further information. The City and Union agree to reopen the applicable portion of Article 21 – Sick Leave for the limited topic of Maine Paid Family and Medical Leave.
- J. When an employee is out of work on a leave of absence including but not limited to short term disability, Family and Medical Leave (FML), Americans with Disabilities Act (ADA) accommodation, and Workers’ Compensation, the City requires that the employee to provide a return-to-work certification from their treating health care provider indicating that they can return to work and perform the essential functions of their position in advance. For Workers’ Compensation return to work, the City may request a fit-for-duty exam at the City’s expense.
- K. It is the responsibility of the employee to continue paying their portion of benefits premiums during the duration of an unpaid leave. This may be done by way of payroll deduction or by paying the City directly, in which case any pre-tax benefit would be lost. Failure of an employee to pay their portion of insurance premiums for more than thirty (30) days may result in loss of coverage.
- L. Employees will be allowed to schedule accrued sick time for medically related appointments permitted they submit the request at least 48 hours in advance of the absence. Employees are encouraged to schedule their appointments after work hours or as close to the end of their shift as possible to limit the disruption to operations. In the



instance appointments are scheduled with limited notice to the employee as a result of the medical professional's availability or the urgency of a situation and the notice period cannot be met, the requests will be evaluated on an individual basis.

- M. Sick leave shall be granted for personal illness or injury that renders the employee unable to perform the duties of their employment. Employees shall call in to report sickness prior to the start of the shift for which they intend to be absent. The employee shall state the location where they can be reached.
- N. The Department Head may require a physician's certificate in the following cases:
  - 1. Absences for any illness or personal injury of more than three (3) consecutive workdays.
  - 2. Anytime that the Department Head, after reviewing the employee's record, recognizes a pattern which indicates the abuse of the sick leave benefits by that employee.
  - 3. Anytime an employee sustains a personal injury if the personal injury, based on the known information, could reasonably hinder the employee's ability to safely perform the duties of their position.
- O. Employees whose absenteeism exceeds reasonable levels shall be reviewed as to their physical fitness to perform the work and may at the City's expense be required to pass a physical examination and be certified as physically fit to do their job by a physician of the City's choice. Excessive absenteeism will be cause for progressive discipline and if uncorrected may lead to dismissal.
- P. The City reserves the right to investigate sick time abuse. Fraudulent use of sick leave may be considered "just cause" for dismissal.
- Q. In the event of the death of said employee, their designated beneficiary listed on their City Death Benefit Beneficiary Designation Form shall receive the same monetary value of their net remaining accumulated sick leave, to the maximum limit established in Section A. If a beneficiary has not been designated to the City, in writing, then the value shall be paid to the employee's surviving spouse, then to their child or children and if none, to their estate.
- R. The City shall provide Earned Paid Leave, effective January 1, 2021, in accordance applicable State of Maine law, 26 MRSA §637. EPL accrual and use will follow current City Human Resources Policies and Procedures. Employees covered by this Agreement will be able to use accrued sick and vacation time based on the nature of the leave up to 40 hours per calendar year as EPL. EPL does not entitle an employee to any additional hours than already allocated in the sick and vacation accruals under this Agreement's

sick and vacation leave. EPL does not entitled an employee to use sick time for vacation purposes.

<b>ARTICLE 22 - MISCELLANEOUS PAID LEAVE - ADMINISTRATIVE LEAVE</b>
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- A. An employee shall be granted up to three (3) consecutive days paid leave of absence to make household adjustments or to attend funeral services in the case of death of an employee's spouse, domestic partner, parent, stepparent, child, stepchild, brother, sister, grandparent, grandchild, father-in-law, or mother-in-law. The Department Head, at their sole discretion, may grant additional bereavement leave to an employee who requests it; however, such extended bereavement leave shall be unpaid unless the employee elects to utilize available vacation or compensatory time.
- B. An employee will be paid their regular rate of pay if called for jury duty or if called as a witness for an event arising during and out of the course of their employment. The employee shall, if dismissed from such duty two (2) hours or more before the end of their assigned shift, report to work for the remainder of their shift. The employee shall submit to the City their jury or witness fee but shall be entitled to retain that portion which exceeds wages paid to them for that period or which represents compensation for travel and other expenses of court/jury duty.
- C. The City shall provide Workers' Compensation Insurance coverage for all employees. Any employee who sustains a compensable illness or injury arising out of and in the course of their employment with the City has the option to utilize accumulated vacation, sick, or compensatory time to receive up to 100% of their regular wage, when added to the weekly payment of Workers' Compensation. An employee may also utilize sick leave during the waiting period but in no case shall an employee be allowed to "buy back" any portion of accruals previously utilized. The employee must notify the Department Head or Human Resources Department in writing of their intent to utilize accruals; otherwise, the time will be unpaid.
- D. It is the responsibility of the employee to continue paying their portion of benefits premiums during the duration of the Workers' Compensation leave. This may be done by way of payroll deduction or by paying the City directly, in which case any pre-tax benefit would be lost. Failure of an employee to pay their portion of insurance premiums for more than thirty (30) days may result in loss of coverage.
- E. Temporary light duty assignments will be considered for employees out of work and receiving Workers Compensation benefits for a work-related and medically documented illness or injury that was sustained on the job. Temporary light duty assignments are projects and activities that are physically or mentally less demanding than normal job duties available in the Public Services Department. For an employee to be eligible for light duty assignments, the employee must present documentation by their treating physician of their work restriction and have the expectation to return to unrestricted

work. Assignment of light duty is not a right of employment. Temporary light duty assignments are limited in number and variety and may be changed or terminated at any time. Light duty assignments will be approved by the Department Head. Light duty will be approved and monitored in 30-day increments by the Department Head and may be terminated at any time. An employee may not refuse light duty for injuries or illness while they are receiving workers compensation benefits. Assignments shall not affect an employee's pay classification, pay increase, promotions, retirement benefits, or other employee benefits. If the employee working light duty is only working partial hours, the employee shall be paid a sum which when added to their weekly workers compensation payment will equal 100% of their regular base wage, the employee would otherwise receive for working a normal workweek. If the employee can perform their regular job duties within the limitation established by the treating physician, the employee will return to their regular duties, and these provisions do not apply.

- F. Sick leave benefits will not accrue, and holidays will not be paid after thirty (30) days on Worker's Compensation leave, however, vacation leave will continue to accrue for a period of up to twelve (12) months or when a determination is made that an employee is not returning to work due to disability retirement, whichever occurs first.
- G. The City may, at its discretion, grant unpaid administrative leave to employees for personal or family reasons or for other justifiable reasons. The grant or failure to grant requested administrative leave shall not be subject to the grievance provisions of this Agreement.
- H. When a permanent employee is granted extended leave in order to perform active duty in the Armed Forces of the United States or any branch or unit thereof, a substitute may be employed until the return or separation of the incumbent. A substitute hired under these circumstances shall not attain permanent employee status and shall not be subject to the terms of this Agreement unless they work 1900 hours. Upon return of the permanent employee, Management has the right to discharge the temporary employee.

## **ARTICLE 23 - INSURANCE**

- A. The City will provide Maine Municipal Health Trust PPO 500 Health Plan and Major Medical Insurance or its substantial equivalent for all bargaining unit employees. The City and Union agree that should the City propose an alternative health insurance plan and provider as a result of bidding out this coverage, the Contract will be reopened for this specific item only.

The Employee Contribution shall be twelve (12%) of the total premium for each level of coverage. The employee contribution shall not increase more than 10% annually and employee contributions shall not exceed the following monthly amounts:

	<b>Effective 1/1/24</b>	<b>Effective 1/1/25</b>	<b>Effective 1/1/26</b>	<b>Effective 1/1/27</b>
<b>Single</b>	\$114.99	\$126.46	\$139.14	\$153.04
<b>Emp. &amp; Children</b>	\$187.63	\$206.39	\$227.03	\$249.73
<b>Family / Emp. &amp; Spouse</b>	\$257.94	\$283.74	\$312.11	\$343.32

The City agrees to provide a Health Reimbursement Arrangement (HRA) to reimburse employees seventy-five percent (75%) of the deductible and co-insurance costs, based on in-network levels as defined by the plan. For employees enrolled in single coverage, the maximum HRA reimbursement will be \$1,500 annually and for employees with dependent coverage, the maximum HRA reimbursement will be \$3,000 annually.

The City shall begin payments on health insurance premiums on the first of the month following the employee's date of hire. Per Section 125 of the Internal Revenue Code, employee contributions will be deduction on a pre-tax basis. In no case will the City pay for the subscription level to which an employee is not entitled by virtue of the number of people they may insure under the plan. Dependent status will be defined by the plan and shall not extend beyond 26 years old. It is recognized that the City provides this insurance coverage through a group plan, which is subject to changes beyond the control of the City.

- B. All future increases in premium cost for dependent health insurance coverage shall be shared between the employee and the City.
- C. Any employee entitled to health insurance who can demonstrate coverage from another source can opt out of the City's insurance plan, in which event, the employee will receive thirty percent (30%) of what would be the City's contribution for the level of coverage that the employee would be eligible for. The incentive will be paid on a weekly basis or on the same schedule as deductions would have otherwise been made.
- D. The City shall continue to provide a dental care program which will provide 100% coverage for diagnostic and preventive care and 100% coverage for restorative, oral surgery, endodontics, periodontics, denture repair, and palliative care, levels A & B of Northeast Delta Dental Insurance Plan. The City will provide 75% coverage for prosthodontics and orthodontics, coverage levels C & D of Northeast Delta Dental Insurance Plan. The program, levels A, B, and C shall have a \$1,000 per person annual benefit maximum. There will be a \$1,500 per person lifetime maximum benefit for level D coverage. Employees shall reimburse the City for ten (10%) percent of said cost through payroll deduction. It is recognized that this dental health care program may be subject to changes beyond the control of the City.

- E. The City offers employees the opportunity to voluntarily withhold pre-tax contributions from their regular weekly payroll check into a Flexible Spending Account (FSA) for Medical and/or Daycare expenses, under provisions, rules, and regulations of Section 125 of the Internal Revenue Code, as amended. The City's annual deposit into each full-time employee's Section 125 account will be \$100 with an annual employee election form.
- F. The City shall provide all employees with Basic Life and AD&D insurance in the amount of one-times salary rounded to the next multiple of \$1,000 to a maximum of \$150,000 at no cost to the employee. Per IRS rules, life insurance is a tax-free benefit in amounts up to \$50,000. Employees pay income tax on the value of any amount exceeding \$50,000 which is called imputed income.
- G. The City agrees to provide a voluntary Income Protection Plan (IPP) of its own choosing for employees and to permit employees to participate in such program at their own cost and through post-tax payroll deductions. The City reserves the right to modify its income protection plan at any time.

#### **ARTICLE 24 CLOTHING ALLOWANCE AND LICENSE**

- A. If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniforms, protective clothing, or protective device shall be furnished to the employees by the City subject to Maine OSHA standards. Tailoring, dry cleaning, and laundering shall be paid for by the City. (See Appendix E).
- B. The City will provide employees \$280 annually for the cost of required work clothing. Effective July 1, 2025, employees will receive \$355 annually and effective July 1, 2026, employees will receive \$430 annually. Employees will receive two installments, one on July 1 and the second installment on January 1. Employees may utilize these funds to purchase ANSI approved safety toed boots, work gloves, work pants/jeans, winter work jackets, socks, and clothing items subject to the labeling requirements of Appendix E. New hires will be eligible to receive a pro-rated portion of the boot and glove allowance hereafter the successful completion of their probation period.
- C. The City will provide a secure area to store tools when the employees are not at work. Each employee will provide the City with an updated inventory list of the tools stored in the secure area. In the event of loss of those tools, the City will replace them in accordance with current practice. Any inventoried tools stolen or lost due to fire while stored in the secure area will be replaced by the City. Equipment Technicians will be reimbursed up to seven hundred and fifty dollars (\$750.00) for the purchase, maintenance, and repair of their tools after submitting original receipts of purchase. Eligible reimbursable expenses will be those incurred during the fiscal year from July 1<sup>st</sup> through June 30<sup>th</sup>. The employee must submit original receipts that are legible and clearly

document the work tool(s) purchased during the fiscal year in which the benefit is paid. Under no circumstances will employees be reimbursed for unsubstantiated purchases or purchases for which no receipt is provided. New employees in that classification shall receive a pro-rated allowance at the end of their probationary period. The City agrees to provide proper tools to be used by Street Division employees in order for them to properly perform their assigned job tasks.

- D. The City will reimburse employees up to one hundred (\$100.00) dollars for the addition or maintenance of endorsements in connection with their duties in the Department. At the Department Head's discretion, the City also may reimburse up to one hundred (\$100.00) dollars annually for those who are required to obtain or maintain special licenses or certifications in connection with their job classifications. The City will permit employees to attend training for credits in connection with their special licenses.

## **ARTICLE 25 - RETIREMENT**

- A. All newly joining unit members who desire to be covered by a pension plan, shall have the choice to enroll in either the Mission Square 457/401(a) Plans or the Maine Public Employees Retirement System (MainePERS) Regular Plan AC. Enrollment eligibility in the MainePERS plan will be in accordance with MainePERS regulations.

For all employees hired before the ratification of the July 1, 2012 to June 30, 2015 Agreement who are enrolled in the Mission Square retirement plan, the City shall provide a 3-to-1 match of employee contributions to the 457 plan up to two and one half percent (2.5%) of the employees gross earnings and maximum employer matching contribution of 7.5%. The employer contributions shall vest according to the existing vesting schedule.

For all employees hired after the ratification of the July 1, 2012 to June 30, 2015 Agreement and who enroll in the Mission Square retirement plan, the City shall provide a 2-to-1 match of employee contributions to the 457 plan up to three percent (3%) of the employee's gross earnings and maximum employer contribution of 6%. The employer contributions shall vest according to the existing vesting schedule. New Hires can enroll at any time in the program; however, they will only receive the retirement benefit from the date of completion of the necessary paperwork i.e., there is no retroactive retirement pay for previous worked hours.

Employee contributions will be made to the 457 deferred compensation plan and the employer matching contributions will be made to the 401(a) plan.

The employee may change their elective contribution at any time during the year. Should the employee decrease their elective contribution to the 457 plan, the employer's matching contribution to the 401(a) plan will be decreased accordingly. Should the

employee increase their contribution the employer matching contribution will be increased accordingly.

Federal O.A.S.I. (social security) shall be continued in force during the term of this Contract.

For those in the Mission Square plan, the City shall make available to the employees a long-term disability plan, which shall compensate the employee at a level of at least sixty (60%) percent of their weekly gross earnings until age sixty-five (65). The City shall contribute up to one (1%) percent of the employee's base wage toward the cost of the premium of the plan, with the employee contributing the remaining portion.

- B. In order for an employee to resign in "good standing," they must give the City a written notice fourteen (14) days in advance of their last day of actual work.

#### **ARTICLE 26 - ALCOHOL & DRUG TESTING POLICY & PROCEDURES**

- A. As required by the Omnibus Transportation Employee Testing Act of 1991, together with related regulations found at CFR 49, members of the Department who are employed in safety sensitive positions requiring a Commercial Driver's License (CDL) shall be required to undergo periodic testing and evaluation to detect the presence of alcohol and drug abuse substances in the body. Affected employees may be required to undergo rehabilitative treatment in order to perform assigned duties, and to safeguard themselves, co-workers, and the public from the use and misuse of alcohol and drugs.
- B. The Department Head is authorized to promulgate an Alcohol and Drug Policy and Testing Procedures, consistent with the City's Substance Abuse Policy.

#### **ARTICLE 27 – MANAGEMENT/LABOR COMMITTEE TO IMPROVE SERVICE DELIVERY**

- A. The City and the Union agree to study and implement an improved service delivery for road reconstruction and other related projects, as well as other general public works, parks, forestry, and cemetery activities. However, the parties realize the difficulty of providing answers to all questions that might arise during the life of any Collective Bargaining Agreement. Towards this end, the parties agree to utilize the Labor/Management Committee process to deal with the unforeseen opportunities, events, details, and challenges to improving the services for our citizens.
- B. The parties agree to review any pilot programs and ideas which will improve the services for the citizens, and which might ensure the retention of existing jobs, increase the efficiency of the operations and other ideas concerning the ability to meet customer demand.

- C. Effective upon execution of the June 2005 - 2008 Agreement, the City and Union mutually agree to actively work to implement Career Ladder Program provisions through the Career Ladder Committee as outlined in Appendix D – Career Ladder Program.

#### **ARTICLE 28 – ENTIRE AGREEMENT**

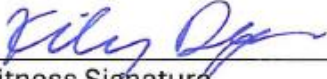
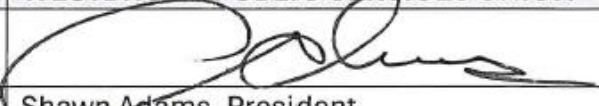

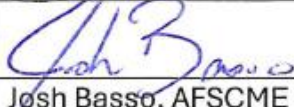
The parties acknowledge that during negotiations which preceded this Agreement, each had the unlimited right, an opportunity to make demands and proposals with respect to any subject or matter, and the understandings and agreements arrived at by the parties after the exercise of that right are fully set forth in this Agreement. This Agreement concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire, and complete Agreement between the parties, provided that the past practices not in conflict with the provisions of this Contract remain effective.


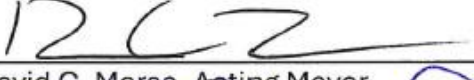

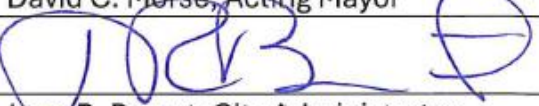
#### **ARTICLE 29 - CONTRACT DATES AND TERMINATION**

- A. This Agreement shall be effective July 1, 2024 and shall remain in full force and effect until June 30, 2027. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date.
- B. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.
- C. For the purposes of implementing this Contract, all provisions will be effective as of the signing of the Contract, unless otherwise noted.



IN WITNESS WHEREOF, the parties have set their hands this 27 day of September 2024.

WITNESS	WESTBROOK PUBLIC SERVICES UNION
	
Witness Signature	Shawn Adams, President
	
Witness Signature	Josh Basso, AFSCME Council #93

WITNESS	CITY OF WESTBROOK, MAINE
	
Witness Signature	David C. Morse, Acting Mayor
	
Witness Signature	Jerre R. Bryant, City Administrator

BARGAINING TEAMS	
Union	City
Josh Basso	Jerre Bryant
Shawn Adams	Eric Dudley
Matthew Kaplinger	Doug Eaton
Ryan Mitchell	Angela Holmes
Tom Merryman	Joanne LePauloue

Approved by the Westbrook City Council on September 9, 2024, by Order No. 2024-99.

## Appendix A – Pay Scale January 1, 2024

<b>Effective 7/1/24 - 3%</b>	<b>Base</b>	<b>1 Year</b>	<b>3 Years</b>	<b>5 Years</b>	<b>8 Years</b>	<b>10 Years</b>	<b>12 Years</b>	<b>15 Years</b>	<b>18 Years</b>	<b>20 Years</b>
Systems Operator II	\$26.71	\$27.18	\$27.67	\$28.15	\$28.65	\$29.17	\$29.68	\$30.22	\$30.77	\$31.32
Systems Operator III	\$28.51	\$29.02	\$29.54	\$30.07	\$30.60	\$31.16	\$31.71	\$32.29	\$32.87	\$33.46
Systems Operator IV	\$30.42	\$30.96	\$31.52	\$32.08	\$32.65	\$33.25	\$33.84	\$34.45	\$35.07	\$35.70
Light Equipment Operator	\$23.32	\$23.73	\$24.14	\$24.57	\$24.99	\$25.43	\$25.87	\$26.33	\$26.79	\$27.27
Equipment Operator I	\$24.67	\$25.10	\$25.54	\$26.00	\$26.45	\$26.91	\$27.40	\$27.88	\$28.38	\$28.89
Equipment Operator II	\$27.22	\$27.70	\$28.18	\$28.66	\$29.17	\$29.68	\$30.20	\$30.74	\$31.28	\$32.35
Equipment/Facilities Technician	\$27.39	\$27.87	\$28.37	\$28.87	\$29.39	\$29.91	\$30.45	\$30.99	\$31.55	\$32.12
Equipment Technician Lead	\$29.14	\$29.66	\$30.19	\$30.74	\$31.29	\$31.85	\$32.42	\$33.01	\$33.61	\$34.21
<b>Effective 7/1/25 - 3.5%</b>	<b>Base</b>	<b>1 Year</b>	<b>3 Years</b>	<b>5 Years</b>	<b>8 Years</b>	<b>10 Years</b>	<b>12 Years</b>	<b>15 Years</b>	<b>18 Years</b>	<b>20 Years</b>
Systems Operator II	\$27.64	\$28.13	\$28.63	\$29.14	\$29.66	\$30.19	\$30.72	\$31.28	\$31.84	\$32.42
Systems Operator III	\$29.51	\$30.03	\$30.57	\$31.12	\$31.67	\$32.25	\$32.82	\$33.42	\$34.02	\$34.63
Systems Operator IV	\$31.49	\$32.04	\$32.62	\$33.20	\$33.79	\$34.41	\$35.02	\$35.66	\$36.30	\$36.95
Light Equipment Operator	\$24.14	\$24.56	\$24.99	\$25.43	\$25.86	\$26.32	\$26.78	\$27.25	\$27.73	\$28.23
Equipment Operator I	\$25.53	\$25.98	\$26.44	\$26.91	\$27.38	\$27.86	\$28.36	\$28.86	\$29.37	\$29.90
Equipment Operator II	\$28.18	\$28.67	\$29.17	\$29.67	\$30.19	\$30.72	\$31.26	\$31.81	\$32.38	\$33.49
Equipment/Facilities Technician	\$28.35	\$28.85	\$29.36	\$29.88	\$30.41	\$30.96	\$31.51	\$32.08	\$32.65	\$33.24
Equipment Technician Lead	\$30.16	\$30.70	\$31.25	\$31.81	\$32.39	\$32.96	\$33.56	\$34.17	\$34.79	\$35.41
<b>Effective 7/1/26 - 3.5%</b>	<b>Base</b>	<b>1 Year</b>	<b>3 Years</b>	<b>5 Years</b>	<b>8 Years</b>	<b>10 Years</b>	<b>12 Years</b>	<b>15 Years</b>	<b>18 Years</b>	<b>20 Years</b>
Systems Operator II	\$28.61	\$29.12	\$29.64	\$30.15	\$30.70	\$31.25	\$31.80	\$32.37	\$32.96	\$33.55
Systems Operator III	\$30.54	\$31.08	\$31.64	\$32.21	\$32.78	\$33.38	\$33.97	\$34.59	\$35.21	\$35.84
Systems Operator IV	\$32.59	\$33.16	\$33.76	\$34.37	\$34.98	\$35.61	\$36.25	\$36.91	\$37.57	\$38.24
Light Equipment Operator	\$24.98	\$25.42	\$25.86	\$26.32	\$26.77	\$27.24	\$27.72	\$28.20	\$28.70	\$29.22
Equipment Operator I	\$26.43	\$26.89	\$27.36	\$27.85	\$28.33	\$28.83	\$29.35	\$29.87	\$30.40	\$30.94
Equipment Operator II	\$29.16	\$29.67	\$30.19	\$30.71	\$31.25	\$31.80	\$32.35	\$32.92	\$33.51	\$34.66
Equipment/Facilities Technician	\$29.34	\$29.86	\$30.39	\$30.93	\$31.48	\$32.04	\$32.62	\$33.20	\$33.80	\$34.40
Equipment Technician Lead	\$31.21	\$31.78	\$32.34	\$32.92	\$33.52	\$34.12	\$34.73	\$35.36	\$36.00	\$36.65

<b>LONGEVITY BONUS</b>
\$100 Longevity Bonus (single payment) upon completion of 20 years of service
\$150 Longevity Bonus (single payment) upon completion of 25 years of service
\$200 Longevity Bonus (single payment) upon completion of 30 years of service
<b>CLASS A CDL LICENSE STIPEND</b>
The City agrees to pay a \$0.50 per hour stipend to any employee in any job classification, except the Equipment Operator II job classification, who obtains and maintains a Class A License.
<b>VECTOR TRUCK TANK ENDORSEMENT STIPEND</b>
The City agrees to pay a \$0.25 per hour stipend to any Equipment Operator who obtains and maintains a Vector Truck Tank Endorsement.
<b>CREW CHIEF STIPEND</b>
The City agrees to pay a \$1.00 per hour stipend to an employee serving in the role as Crew Chief.
<b>ASE / EVT CERTIFICATION STIPEND</b>
The City agrees to pay Equipment Technicians and Equipment Technician Leads hired prior to July 1, 2012 a \$0.25 per hour incentive for up to ten (10) Public Services related ASE/EVT certifications.
The City agrees to pay Equipment Technicians and Equipment Technician Leads hired July 1, 2012, or after a \$0.25 per hour Incentive for up to five (5) Public Services related ASE/EVT certifications.
<b>ARBORIST LICENSE STIPEND</b>
The City agrees to pay a \$1.25 per hour stipend to any Equipment Operator who obtains and maintains an Arborist license.

## **APPENDIX B - NON-EMERGENCY OVERTIME PROCEDURE**

1. The "Overtime Volunteer List by Classification" will be posted by a member of Management every Monday afternoon at 12:30 pm for the following week, and the list for the current week will be taken down. In preparation for Monday holidays, the eight (8) day Monday to Monday volunteer list will be posted the week prior.
2. Employees may sign up on the Overtime Volunteer List at any time during the week. Employees not at work may call in to the Operations Supervisor to have their name added to the volunteer list. Probationary employees shall be permitted to sign the Overtime Volunteer List. Probationary employees must be qualified to perform any overtime work they are offered.
3. The list will remain on the Union bulletin board for the entire week so that employees have access to the list. If additional volunteers are not communicated to the "on-call" supervisor, the additional volunteers will NOT be considered for overtime assignments. Employees adding their names to the list during the week are required to communicate in person to the on-call supervisor that they have done so. In a good faith effort, employees are expected to be available to work the overtime assignment and may not cross their name off of the list. In an emergency situation, volunteers may find their own replacement utilizing the following procedure once approved by Management on a case-by-case basis: (1) unassigned employees on the volunteer list in classification by seniority, (2) employees not on the volunteer list. All replacements must be qualified. It is understood that volunteers sign up for a midnight-to-midnight obligation. For example, if an employee wants to work Friday morning sweeping overtime, they would sign up under Friday on the volunteer sheet.
4. The Operations Supervisor will utilize this list first to properly staff all non-emergency overtime.
5. When an employee signs the volunteer list, that employee will do so by their appropriate classification. The Operations Supervisor will not assign employees outside their classification unless all other appropriate classifications have been exhausted, and they are qualified. It is understood that overtime work will be assigned by overall department seniority as long as employees are qualified, and it falls under their job description. Both the loader and sweeper are part of Equipment Operator I and Equipment Operator II classification and will be assigned by overall seniority.
6. When an overtime opportunity becomes available, all employees will be assigned by overall employment seniority within the Department. Once an overtime assignment has been made and a more senior employee volunteers on that same day after the fact, the senior person cannot bump the junior person from the assignment. In the event there are multiple overtime opportunities/assignments for one particular day(s), the most senior employee will have their choice of job assignment. All remaining opportunities for that

shift will be made using the same format. Following assignments, swapping of assignments are approved if the employee(s) are qualified for the task and approved by the supervisor. All swaps must be communicated to the On-Call Supervisor by both parties in person and/or over the phone. Known weekend assignments will be made by 3 p.m. on Thursday of the same week.

7. In the event there are no volunteers within the specific classification needed, the Operations Supervisor will go to the next higher or lower classification on the volunteer list, if qualified, to fill the vacancy.
8. In the event that the volunteer list is exhausted the assignment will be made utilizing the "Master List" or also known as the "X-List" by classification needed. In the event that a specific classification is exhausted, the Operations Supervisor will go to the next higher or lower classification and continue in the same format as described above. If an employee takes a full eight (8) hour vacation/comp day on a Friday, they are exempt from being assigned utilizing the X-List for a weekend assignment. However, if the employee is a volunteer, this language will not apply. For example, if it is known by Thursday that there is a weekend burial scheduled and the person scheduled off Friday is the "X" and has not volunteered for Saturday, that employee is exempt from being assigned the burial.
9. In the event that an employee has worked an overtime opportunity relating to the master list, then the "X", or start point, will move down to the next employee within that classification. There may be times when an employee is not available, and that employee is the "X" or start point within a given classification. In such cases, the employee would be skipped. Once the start point goes all the way to the bottom of the list within a specific classification, it will rotate back up to the top of the list within classification of which assignments are being made.
10. In the event that an employee is not qualified for a specific overtime opportunity within their classification, the "X" will move down to the "qualified" person(s) assigned.
11. All snow related activities, with the exception of snow removal, unless deemed an emergency, are considered an emergency and are exempt from this Policy. However, the Operations Supervisor and or their designee reserves the right to make snow related assignments using this procedure if so desired.
12. All parties within the operation of the Public Services Department will make a genuine effort in operating the Overtime Policy as presented and in a fair and equitable manner with mutual respect and trust being the guiding principles. All parties will be committed to establish a working policy that best serves the community and recognizes the need to make adjustments as situations arise through Labor/Management.

## **APPENDIX C – FIRST RESPONSE TO WINTER OPERATIONS**

This procedure is to identify the method in which the first four (4) “call persons” will respond to a “call-in.” Both Management and Representation of Labor have created this procedure with the intention that it is applied in a fair and equitable manner and that all parties are represented.

1. The winter season shall be considered to be the period of time starting on November 15<sup>th</sup> and ending on April 15<sup>th</sup>.
2. During the winter season, four (4) employees from the Equipment Operator I and Equipment Operator II positions will be considered the “on-call” employees for first response to winter emergencies/conditions.
3. The on-call employees will be required to provide a phone number where they can be reached at any time and are required to respond immediately when called. Any on-call compensation shall be as specified for in the Contract.
4. A weekly rotation system starting at 7:00 a.m. of each Monday of, and throughout, the winter season will be adopted. In the event that a particular Monday is a holiday, the on-call employee currently assigned will continue the requirements and the rotation to the next employee will occur at 7:00 a.m. the following Tuesday, or when the next assigned employee returns to work. The longest period of “on-call” duty, unless volunteered, will be fifteen (15) days.
5. The rotation system will be started with the most junior Equipment Operator I and Equipment Operator II employees each winter season. A combination of Equipment Operator I’s and Equipment Operator II’s will be assigned each week in a fair and equitable manner. The Union and Management will work together to develop the on-call schedule.
6. A pre-assigned list will be generated and posted prior to the winter season indicating the names and dates of the assignments.
7. In the event that an assigned employee is absent on the day they are expected to take duty, the on-call employee currently assigned will continue until the assigned employee returns to work. The earliest the responsibility of being on-call will be transferred to that employee is 7:00 a.m. However, if an employee currently on-call has been “forced” on-call for 15 days, the on-call status will be assigned to the person scheduled the following week in that on-call spot. When the absent employee returns to work, they will be re-assigned to the originally scheduled employee.
8. Volunteers shall mean any employee of this Department, not already in an “on-call status,” wishing to accept the responsibilities and benefits of the on-call status.

9. On Monday afternoons at 12:30 p.m., a volunteer sign off/on sheet shall be posted through Monday the following week. It shall be the responsibility of the Union to ensure that the list is posted as intended.
10. At 12:30 p.m. the current week sign off/on sheet will be removed and the on-call assignments will be made accordingly for that week only. Any subsequent changes to the on-call assignments will be communicated to the On-Call Supervisor immediately with both parties being present. All swaps will be for 24-hour durations. All on-call swapping will be complete by 1:30 p.m. on the day the assignments are made for the week. After the assignments become final no further swapping will be allowed.
11. In the event an on-call employee who is assigned needs to be replaced, they will meet with Management to discuss the reason for the request. All requests for relief will be handled on a case-by-case basis. If approved, replacements will be first assigned from the sign on/sign off list by seniority. If none are available, employees may find their own qualified replacement.
12. Employees of the Equipment Operator I and Equipment Operator II classifications having the status of being on-call shall have absolute rights to service in that capacity during said time period, with seniority governing any re-assignments if so chosen. Volunteers, on a seniority basis, shall then dictate the on-call assignments.
13. Employees having the status of “on-call” shall be responsible for preparing and parking the vehicles to be used as first response.
14. Employees in an on-call status are required to respond to snow and ice conditions regardless of how they occur. Examples include water on the roadway that freezes, water on the roadway from a fire or automobile accident, water main breaks, snow drifting, and normal salt/sand/plow functions that have always been a part of winter on-call duties. Any other types of conditions/issues will be exempt from this procedure.

All parties within the operation of the Public Services Department will make a genuine effort in operating this Policy as presented in a fair and equitable manner with mutual respect and trust being the guiding principles. All parties will be committed to establishing a working policy that best serves the operation of the Department and the community and recognizes the need to make adjustments as situations arise.

## **APPENDIX D – CAREER LADDER PROGRAM**

The following is a list of the minimum requirements for an employee to advance to the position of Equipment Operator II under the Career Ladder Program.

1. The employee must identify themselves as a candidate for the Career Ladder Program in writing to their Supervisor. A standard form will be developed for this purpose.
2. The employee must acquire a State of Maine Class “A” driver’s license permit. The employee must then acquire a State of Maine Class “A” license prior to advancing to the position of Equipment Operator II. Training for the Class “A” driver’s test will be a 50/50 split between the Public Services Department, and the employee’s personal time off.
3. The employee must be physically qualified to fulfill the job requirements.
4. The employee must meet the minimum skill proficiency requirements for all pieces of designated equipment.
5. The employee must attend “Competent Person” training prior to advancing to Equipment Operator II.
6. The employee must pass all evaluations.

### **EQUIPMENT & MINIMUM PROFICIENCY REQUIREMENTS**

Following is a list of each piece of equipment and the minimum proficiency requirements an employee must meet in order to advance to the position of Equipment Operator II under the Career Ladder Program. A check-off form will be created and tailored for each piece of equipment.

**\*\* Denotes skills that are not required for a promotion to Equipment Operator II under the Career Ladder Program as the City and the Union recognize the availability of tasks associated with these skills are very limited throughout the year.**

#### **Back-hoe (if applicable)**

1. General knowledge of the machine. Must be able to demonstrate safe, smooth, and basic operation and maintenance of the machine.
2. Operate the machine safely around employees and other equipment.
3. Must be able to demonstrate safe operation of the machine on the road, i.e., point A to point B.
4. **\*\* On-the-Job Training as available**



### **Tracked Excavator(s)**

1. General knowledge of the machine. Must be able to demonstrate safe, smooth, and basic operation and maintenance of the machine.
2. Operate the machine safely around employees and other equipment.
3. Must be able to load, unload, and transport machine safely and correctly.
4. \*\* On-the-Job Training as available

### **John Deere Model 180**

1. General knowledge of the machine. Must be able to demonstrate safe, smooth, and basic operation and maintenance of the machine.
2. Operate the machine safely around employees and other equipment.
3. Must be able to demonstrate safe operation of the machine on the road, i.e., point A to point B.
4. \*\* On-the-Job Training as available

### **Grader**

1. General knowledge of the machine. Must be able to demonstrate safe, smooth, and basic operation and maintenance of the machine.
2. Operate the machine safely around employees and other equipment.
3. Must be able to demonstrate safe operation of the machine on the road, i.e., point A to point B.
4. \*\* Must be able to plow snow safely and effectively independently, or in unison with other equipment. On-the-Job Training when available
5. \*\* Must be able to assist in snow removal process working in unison with other snow removal equipment. On-the-Job Training when available

### **Snow Blower attachment on Loader**

1. General knowledge of the machine. Must be able to demonstrate safe, smooth, and basic operation and maintenance of the machine.
2. Operate the machine safely around employees and other equipment.
3. Must be able to demonstrate safe operation of the machine on the road, i.e., point A to point B.
4. \*\* Must be able to blow snow safely and effectively during the snow removal process working in unison with other snow removal equipment. On-the-Job Training when available.

## **Loader**

1. General knowledge of the machine. Must be able to demonstrate safe, smooth, and basic operation and maintenance of the machine.
2. Operate the machine safely around employees and other equipment.
3. Must be able to demonstrate safe operation of the machine on the road, i.e., point A to point B.
4. \*\* Must be able to plow snow safely and effectively independently, or in unison with other equipment. On-the-Job Training when available
5. \*\* Must be able to operate the machine with the forks attachment safely and effectively around other employees and equipment. On-the-Job Training when available.

## **Bobcat**

1. General knowledge of the machine. Must be able to demonstrate safe, smooth, and basic operation and maintenance of the machine.
2. Operate the machine safely around employees and other equipment.
3. Must be able to load, unload, and transport machine safely and correctly.
4. \*\* Must be able to safely, and effectively operate attachments such as the cold planer, broom, etc. On-the-Job Training as available

## **EVALUATION PROCESS**

The following is a description of the evaluation processes an employee must go through in order to advance to the position of Equipment Operator II under the Career Ladder Program.

**Promotional Evaluation:** An employee who has identified themselves as a candidate for promotion under the Career Ladder Program will be evaluated by the Career Ladder Promotional Committee. This may be done two ways, first the employee can be “checked off” as they completed the criteria for an individual piece of equipment, or “all at the same” time once the employee has identified themselves as prepared for the promotion. The Career Ladder Promotion Committee will be comprised of a member from the Management/Supervisory group, a member of the crew, and an Equipment Operator II. Together the Committee Members will decide if an employee has demonstrated all of the basic skills required for each piece of equipment, and a recommendation to promote or not promote the employee will be given. If a decision of “not to promote” is made, the Committee will sit down with the employee and explain all the areas of concern. When the employee is prepared, they may request a re-evaluation at a later date. This Committee will operate on a “consensus” type process. A standard form will be developed for this process. This process is independent, and not subject to the grievance process.

**After Promotion 6-month Evaluation:** Once an employee has been promoted to the position of Equipment Operator II under the Career Ladder Program, they will be given a 6-month evaluation for counseling and advice as it relates to their being promoted, and the equipment they are now required to operate. The evaluation will also include discussion about Equipment Operator II job specifications. This Evaluation Committee will be comprised of a member of the Management/Supervisory group, a Union Official, and an Equipment Operator II. A standard form will be developed for this process. This process is independent, and not subject to the grievance process.

**Final One (1) Year Evaluation from Date of Promotion:** After one (1) year of working in the capacity of an Equipment Operator II, the employee will have a final evaluation. This evaluation will look at progress, competency, and safety. After this evaluation, a recommendation will be made by the Committee whether or not to let the promotion stand, or to return the employee to their former position prior to the promotion. The final decision will be made by the Department Head or their designee. This Evaluation Committee will be comprised of the Operations Manager or their designee, an Operations Supervisor, a Union Official, a crew member, and an Equipment Operator II. This Committee will operate on a “consensus” type process. A standard form will be developed for this process.

After a promotion to Equipment Operator II under the Career Ladder Program, an employee has the right during the one (1) year evaluation process to return to their former position for any reason. However, after the one (1) year final evaluation the promotion, if approved, will be considered permanent.

The City and the Union agree this process will continue to be a work in progress addressed either through the Labor Management Committee or a special committee formed specifically for this process.

## **APPENDIX E – UNIFORM POLICY**

1. All AFSCME unit employees will be required to wear uniforms to work every day in accordance with the guidelines of this Policy (no opting out). Uniforms will be picked up and laundered weekly from the Public Services Garage by the City's approved vendor. Only rented uniforms will qualify for the laundering service. Employees will utilize the approved vendor to replace any damaged or destroyed rented uniforms. Employees will be required to launder their personally owned clothing. Employees will ensure that their personally owned clothing will be neat and presentable and not in disrepair when reporting for work. Employees reporting for work in their personally owned clothing that is not presentable, in disrepair, obscene, offensive, or not within the guidelines of this Policy will be asked by Management to change into policy approved clothing. Management will have the final say in what personal clothing is approved and as to whether or not personal clothing is considered not presentable or in disrepair. Employees not adhering to the guidelines of this Policy may be subject to disciplinary action as described in the current Agreement.
2. Standard issue in the Street Division for Equipment Operator II's, Equipment Operator I's, and Light Equipment Operators, and Facilities Technician and Parking Facilities Technician will be eleven (11) shirts, eleven (11) pants, and two (2) jackets.
3. Employees in the Wastewater Division will be issued three (3) sets of coveralls and the Systems Operators six (6) sets of coveralls (100% cotton) in addition to the eleven (11) shirts, eleven (11) pants, and two (2) jackets. Systems Operators may also elect a lab coat.
4. Equipment Technicians will be issued six (6) sets of coveralls (100% cotton) in addition to the eleven (11) standard issue uniform sets, and two (2) jackets. Equipment Technicians may also elect a lab coat.
5. Standard issue shirt styles will consist of a combination of long sleeve button down shirts, short sleeve button down shirts, polo shirts in approved colors of navy blue, black, or gray. Employees may request 100% cotton work shirts.
6. Pant styles will consist of standard issue navy blue Dickie type, cargo type, or blue jeans.
7. Employees will be allowed to wear shorts. Short styles will be navy blue Dickie type, or blue jean style. However, employees will not be allowed to wear shorts in circumstances where safety is at issue. For instance, cutting, burning, welding, or certain types of sewer work are examples where shorts would not be permitted. No "cut offs" will be permitted.
8. Employees are required to wear ANSI approved safety toed work boots as part of their everyday work uniform. Work boots must be serviceable and not in disrepair. If the steel portion of the boot is exposed to the elements due to wear and tear the employee will be

required to replace the boots immediately. Employees will be asked to change into boots that are serviceable. If the employee cannot change into serviceable boots they will be directed to replace the boots prior to the next workday.

9. Employees are required to wear rented uniforms. Flexibility options described below.

### **Flexibility Options**

1. Employees may also substitute shirt/pant rentals for coveralls. If an employee elects to rent a pair of coveralls, they must reduce the number of shirt/pant rentals by two (2) items. For instance, one (1) pair of coverall rentals equals a reduction of either two (2) shirts, or two (2) pairs of pants, or a combination of one (1) pair of pants and one (1) shirt. Another option is for employees to reduce their rentals by one (1) jacket only in exchange for one (1) pair of coverall rentals.
2. Employees may purchase work clothing using their boot and glove allowance in accordance with the Contract. All personally owned clothing and winter coats must fit the color scheme of the Department's Policy of navy blue, black, or gray. These "winter coats" are exempt from the Policy's labeling requirement. However, all other garments must be labeled in accordance with the Policy, and this exemption only applies to the "winter coat." All clothing layers underneath must be properly labeled.
3. All articles of clothing purchased by employees will be labeled with the Departments uniform logo at the expense of the employee. Shorts are not subject to the labeling requirements. Example: If an employee wears a purchased jacket and sweatshirt, and the employee removes the jacket, the sweatshirt will then serve as the piece of identifying clothing now being worn by the employee, and thus must be labeled accordingly.
4. All purchased articles of clothing will be consistent with the Department's Uniform Policy. Any questions will be referred to Management for consideration.
5. Employees will be allowed to wear class 3 type (lime green) shirts and jackets as long as they meet ANSI standards for class 3 clothing. Employees wishing to purchase and wear this type of clothing will be responsible to ensure that this clothing is labeled consistent with this Policy i.e., every garment will have the Department's logo at the expense of the employee. All approved clothing purchases will be laundered and otherwise maintained by the employee.
6. Employees will be allowed to wear ball cap type hats. Employees will be authorized to wear another style hat for "task situational" needs. For instance, an employee out mowing or hot topping will be allowed to wear a "broad brimmed" hat if they desire; however, the standard ball cap type hat will be the style hat to be worn regularly by employees. No hats will be allowed that contain words or pictures that are obscene or

offensive. Ball cap type hats will not be worn backwards or on the side of the head. Broad brimmed hats will be reasonable in appearance, size, and color and at the discretion of Management. Employees will not be allowed to wear bandannas or rags on their heads; however, blue sweatbands with elastic straps or similar will be allowed.

7. Employees may purchase t-shirts and other approved garments from the Union's chosen vendor with the Management approved screened logo. This will ensure consistency with purchased clothing regarding quality, color, and logo, etc.