

AGREEMENT

BETWEEN

CITY OF AUBURN

AND

TEAMSTERS LOCAL UNION #340

FOR THE

AUBURN PUBLIC WORKS DEPARTMENT

July 1, 2020 to June 30, 2023



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Collective Bargaining Agreement

This Collective Bargaining Agreement ("Agreement") is entered into between the CITY OF AUBURN, a Maine municipal corporation hereinafter referred to as the "City" and TEAMSTERS LOCAL UNION NO. 340, hereinafter referred to as the "Union."

ARTICLE 1 - PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, M.R.S. §§ 961-974, as it may be amended) the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper Employee morale and to promote effective and efficient operations.

ARTICLE 2 - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for all permanent Employees of the City's Department of Public Works (the "Department") in the following classifications:

Arborist
Assistant Arborist
Building/Field Maintenance Repair Technician
Building Maintenance Person
Equipment Operator I
Equipment Operator II
Inventory Technician
Mechanic
Mechanic Leadperson
Welder

The Public Works workers who are covered by this Agreement are collectively referred to as "Employees" and individually as an "Employee."

(No Municipal, State or federally subsidized work programs are included in this unit). Temporary workers in the Department are not included in this recognition.

ARTICLE 3 - UNION SECURITY



Section 1 – Right to Join Union

45 Membership in the Union is not compulsory. All employees who are
member of the union as of the date of this agreement and all employees who
hereafter become members of the Union, shall maintain their membership in
good standing in the union for the duration of this agreement. All new
employees will be notified that membership is binding for the duration of the
50 contract prior to signing the membership form, by the union. Neither party shall
exert any pressure on or discriminate against an Employee in regards to such
matters.

Section 2 – Union Representation and Fees

55 The Union has the obligation to represent all non-probationary Employees
within the bargaining unit. Those Employees shall have the following options:

A. The first option being to join as full members of the Union and be
entitled by that status, to participate in all Union functions, activities, and
60 receive all benefits awarded by such membership. All Employees who are
Union members shall, as a condition of employment, pay to the Union and the
Union's regular and usual initiation fee and its regular and usual dues. For
present Employees, such payments shall commence thirty-one (31) days
65 following the effective date or on the date of execution of this Agreement,
whichever is the later, and for new Employees, the payment shall start thirty-
one (31) days following the date of employment. If, however, during the term
of this Agreement, Maine law is altered to permit an agency shop, all
Employees shall, as a condition of employment, pay dues to the Union. The
70 Shop Steward of the Union will issue the monthly dues receipts to the Director
of Public Works, who will then attach the dues receipts to the paychecks of
each Employee.

The second option being not to join as full members of the Union

Section 3 – Indemnity for Union Security

75

The Union agrees to indemnify and hold the City harmless against any and all
claims, suits or orders or judgments brought or issued against the City, as a result of
any action taken, relating to the provisions of this Article.

80

ARTICLE 4 - MANAGEMENT SECURITY/NO STRIKES

Neither the Union, its officers or agents, nor any of the Employees covered



85 by this Agreement will engage in, encourage, sanction, support or suggest any
strikes, slow downs, mass resignations, mass absenteeism, the willful absence
from one's position, the stoppage of work or the abstinence in whole or in part of
the full, faithful and proper performance of the duties of employment for the
purpose of inducing, influencing or coercing a change in the conditions or
90 compensation or the rights, privileges or obligations of employment. In the event
that any Employee violates this Article, the Union shall immediately notify any
such Employee to immediately return to work. Any or all Employees who violate
any of the provisions of this Article may be discharged or otherwise disciplined.

95 **ARTICLE 5 - CHECK-OFF**

The City agrees to cooperate with the Union in facilitating the deduction of
the regular weekly Union dues for those Employees who are Union members and
who request in writing (by signed authorization cards) to have their regular
100 weekly dues checked off. The City will also cooperate with the Union in facilitating
the deduction of the weekly Agency Fees in accordance with Article 3. The City
will forward all such dues and Agency fees to the Union in a timely manner. The
Union agrees to indemnify and hold the City harmless against any and all claims,
suits, orders or judgments brought or issued against the City as a result of any
105 action taken or not taken by the City under the provisions of this Article.

ARTICLE 6- MANAGEMENT RIGHTS

110 It is recognized that, except as expressly stated herein, the City shall retain
whatever rights and authority are necessary for it to operate and direct the affairs
of the Department in all of its various aspects, including, but not limited to, the
right to direct the working forces; to plan, direct and control all the operations and
services of the Department; to determine the methods, means organization and
number of personnel by which such operations and services are to be conducted;
115 to assign and transfer Employees; to schedule working hours and to assign
overtime; to determine whether goods or services should be made or purchased;
to hire, promote, demote, suspend, discipline, discharge or relieve Employees due
to lack of work or other legitimate reasons; to make and enforce reasonable rules
and regulations; to establish reasonable productivity standards and expectations
120 and to change or eliminate existing methods, equipment or facilities.

ARTICLE 7 - UNION ACTIVITIES

Section 1 - Time Off for Union Activities

125



130 The City agrees to grant the necessary time off, without discrimination or
loss of seniority rights and without pay, to any Employee designated by the Union
to attend a labor convention or to serve in any capacity on other official Union
business, provided one week's written notice is given to the Director of Public
Works or Deputy Director of Public Works by the Union specifying length of time
off. The Union agrees that, the City may deny said request if it is deemed that
said request would cause a disruption of the City's operations due to lack of
available Employees.

135 Section 2 - No Discrimination Because of Union Activities

Any Employee member of the Union acting in any official capacity
whatsoever shall not be discriminated against for his or her acts as such office of
the Union so long as such acts do not interfere with the conduct of the City's
140 business, nor shall there be any discrimination against any Employee because of
Union membership or activities.

Section 3 - Access to Premises

145 Authorized agents of the Union shall have access to City premises during
working hours for the purpose of adjusting disputes, investigating working
conditions, collection of dues and ascertaining that this Agreement is being
adhered to; provided, however, that there shall be no interruption of the City's
working schedule as determined by the Director of Public Works or his or her
150 designee. The Director of Public Works or his or her designee shall be given prior
notification of authorized agent's visits.

Section 4 - Bulletin Board

155 The City agrees to provide suitable space for and maintain a bulletin board
at the Public Works facility. The Union shall limit its use of the bulletin board to
official Union business such as meeting notices and Union bulletins.

Section 5 - Shop Stewards

160 The City recognizes the right of the Union to designate Shop Stewards and
Alternates. The authority of Shop Stewards and Alternates so designated by the
Union shall be limited to, and shall not exceed, the following duties and activities:

165 A. The investigation and presentation of grievances in accordance with the
provisions of this Agreement;



- 170 B. The transmission of such messages and information which shall originate with and are authorized by the Union or its officers, provided such messages and information have been reduced to writing;
- 175 C. The Shop Stewards and Alternates shall be permitted to investigate, present and process grievances, on or off the property of the City, without loss of time or pay. Such time spent in handling grievances during the regular workday shall be considered working hours in computing daily and/or weekly overtime;
- 180 D. Shop Stewards and Alternates must notify their immediate supervisor of time needed for activities under this section;
- E. Investigation, processing or presentation of grievances shall not interrupt city work activities without the prior approval of the Director of Public Works or his or her designee;
- 185 F. Participation in negotiations and arbitration meetings, for which the Shop Stewards and Alternates shall be paid at their normal hourly rate (not overtime rate), without loss of pay.

190 For those Employees needing assistance in writing grievances, the Shop Steward or Alternate and the aggrieved Employee shall be permitted to meet just prior to the end of the work shift (approximately fifteen (15) minutes).

ARTICLE 8 - DISCHARGE OR SUSPENSION

195 Section 1 – Progressive Discipline

200 The City and the Union agree with the tenets of progressive and corrective discipline where and when appropriate. The provisions set forth in this Article, unless otherwise noted, shall be used for violations of City, state and federal laws, City policies and procedures and Department policies, practices and procedures. Certain violations, such as but not limited to violations of law, negligence, repeated offenses and violation of safety policies and/or safe work practices and loss of license as outlined in Section 2, may warrant discipline not in accordance with the progressive process. In each case, it shall be the discretion of the

205 Director of Public Works or his or her designee to determine the appropriate discipline. Factors such as severity, frequency, consequences of the violation and the Employee's prior work and disciplinary records may be considered in determining the appropriate level of discipline. Determinations by the Director of Public Works or his or her designee may be reviewed by the Labor-Management



210 Team and may be appealed in accordance with the grievance provisions of this Agreement.

The progressive discipline process is as follows;

215 Oral Warning (First Violation) – requires a written record of the oral warning given and the reason(s) therefore. May be given by any Department supervisory personnel. May also include referral to the City’s Employee Assistance Program (EAP), if appropriate.

220 Written Warning (Second Violation) – requires a written notice, indicating the violation and reason(s), to the Employee, with copies to the Union Shop Steward, the Employee’s personnel file, and the Director of Public Works or his or her designee. May include referral to EAP and/or no pay for time not worked.

225 Minor Suspension (Third Violation) - suspension of one (1) day without pay. Requires written notification, indicating the violation, reason(s) and dates of suspension, to the Employee with copies to the Union Shop Steward, the Union office, the Employee’s personnel file, and the Director of Public Works or his or her designee. May also include referral to EAP.

230 Major Suspension (Fourth Violation) - suspension without pay for no less than (3) days and no more than five (5) days. Requires written notification, indicating the violation(s), reason(s) and dates of suspension, to the Employee with copies to the Union Steward, the Union office, the Employee’s personnel file, and the Director of Public Works or his or her designee. May also include referral to EAP.

235 Discharge (Fifth Violation) - termination of employment with the City. Requires written notification from the Director of Public Works indicating the reason(s) and date of termination, with copies to be sent to the Employee, the Union Steward, the Union office, and the Employee’s personnel file.

245 Section 2 – Loss of License

An Employee whose job description requires a driver’s license, including a particular class of license and/or a Commercial Driver’s license (CDL) designation shall be subject to the following discipline:

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- 255 A. An Employee who loses his/her license for up to 120 days will immediately be taken out of his/her regular position and will be placed in a job that will accommodate the loss of license. The Employee will receive loss of pay by stepping down one step in his/her respective range until the license is restored.
- 260 B. An Employee who loses his/her license for more than 120 days will be terminated. Before the Employee is terminated, the City will hold a pre-disciplinary hearing and will consider documentation from the State or from such other governing authority regarding revocation, restriction or restoration of the licenses well as any extenuating circumstances surrounding the loss of license.
- 265 C. An Employee who loses his/her license for a second time within a (3) three year period will be terminated immediately.
- 270 D. An Employee who fails to immediately notify the Deputy Director of Public Works, the Operations Manager or the Fleet Manager that his/her license has been suspended, restricted or revoked will be terminated immediately. Any Employee who knowingly fails to notify Public Works management that his/her license is under review for possible suspension or revocation will receive a 5-day suspension without pay.
- 275 E. The Progressive Discipline Process (steps) outlined in Section 1 of this Article does not apply to discipline or action taken under A through D of Section 2 involving loss or suspension of required drivers licenses. The Employee may appeal through the regular grievance procedure.

280 Section 3– Union Representation

For the second through fifth violations listed in Section 1, a Union steward shall be present at the time of written notification. Employees shall have the option of waiving their right to have a Union representative present.

285 Section 4– Suspension and Discharge

290 In all cases involving suspension or discharge, the City shall notify the Employee of the existence of an investigation that may be cause for suspension or discharge. Such notice shall also be given to a Union steward. Upon conclusion and final determination a notice of final action, including suspension or discharge, shall be mailed to the Employee, Union steward and Union office within one (1) working day of issuance.



Section 5- Wages

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Any Employee discharged must be paid in full for wages owed him/her by the City, including earned vacation pay, at the pay period following the date of discharge. This provision shall not apply to the payment of other benefits not specifically covered by law or provisions of this agreement.

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Section 6- Appeal

Any Employee wishing to appeal a disciplinary action shall utilize the grievance procedure set forth in this Agreement.

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Section 7- File Review

Two years after an incident giving rise to discipline, an Employee may submit a request to the Director of Public Works or his or her designee, requesting that the incident be purged from the Employee's personnel file. Such a request shall be reviewed by a three (3) member committee composed of the City Manager or designee, the Director of Public Works or his designee and Union Steward. In considering whether to purge an incident, the Committee may consider the Employee's work record and violations since the date of the incident in question. The Employee may also submit, in writing, reasons why the incident should be purged. The decision of the Committee shall be final and binding upon all parties.

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ARTICLE 9 - GRIEVANCE PROCEDURE

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Section 1 - Definition

A grievance shall be defined as any dispute or disagreement raised by an Employee against the City involving interpretation or application of the specific provisions of this Agreement. All grievances shall be settled in the following manner:

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Step 1 - The aggrieved employee(s) and the Union steward shall notify the employee(s)' immediate supervisor of a grievance within ten (10) working days of the event which caused the grievance. In an effort to resolve the grievance, a meeting shall be arranged involving the aggrieved employee(s), a union steward, the employee(s)' supervisor and the Public Works Operations Manager or Deputy Public Works Director. The purpose

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335 of the meeting will be to share information, to review the grievance and to
attempt to resolve or settle the dispute. The meeting shall be held within
ten (10) working days from the date of notification to the employee(s)'
supervisor. Written documentation of the result(s) of the meeting will be
given to the aggrieved employee and the union within five (5) working
340 days.

Step 2 - If the results of Step 1 are not satisfactory to the employee, the
employee and steward may appeal to the Public Works Director or his
designee in writing within ten (10) working days of the date of the Step 1
meeting documentation. The Public Works Director or his designee shall
345 attempt to resolve or settle the dispute promptly and shall submit a written
report of his action to the employee within ten (10) working days of its
presentation.

Step 3 - If the Public Works Director's action is not satisfactory to the
350 employee, the employee and steward may appeal the case to the City
Manager in writing within ten (10) working days of the decision of the
Director. The Manager or his/her designee shall forthwith consider the
appeal and may hold a meeting or hearing at his/her option. The City
Manager shall reach a decision within ten (10) working days of receipt of
355 the employee's appeal, and submit his/her decision in writing to the
employee.

Step 4 - If the grievance is not settled in accordance with the foregoing
360 steps, then the City and/or the Union may refer the grievance to mediation
within ten (10) working days after the receipt of the City Manager's
decision. The parties shall utilize the Maine Labor Relations Board
mediation procedures in accomplishing the purposes of this step.

Step 5 - If the grievance is not settled in accordance with the foregoing
365 procedure, the Union may refer the grievance to binding arbitration within
ten (10) calendar days after the completion of the mediation process
prescribed in Step 5. The parties shall attempt to agree upon an arbitrator
within five (5) calendar days after receipt of notice of referral and in the
event the parties are unable to agree upon an arbitrator within said five (5)
370 day period, the parties shall immediately jointly request the American
Arbitration Association to submit a panel of five (5) arbitrators. Either party
may reject the entire panel. Both the City and the Union shall have the right
to strike two (2) names from the panel. One party shall strike the first name,
the other party shall then strike a second name, the first party a third name,
375 and other party a fourth name, and the remaining person shall be the



arbitrator. The order of striking shall be determined by a coin toss.

380 1 - The arbitrator shall be notified jointly by the parties of his/her selection
and shall be requested to set a time and place for the hearing, subject to the
availability of Union and City representatives. The arbitrator shall submit his/her
decision in writing within thirty (30) calendar days following the close of the
hearing or the submission of briefs by the parties, whichever is later. The fees
and expenses of the arbitrator shall be divided equally between the City and the
385 Union, provided, however, that each party shall be responsible for compensating
its own representatives and witnesses. If the above selection procedure fails to
produce an arbitrator, then a request for arbitration will be submitted to the Maine
Labor Relations Board.

390 2 - The Union or its authorized representative shall have the right to
examine time sheets and any other records pertaining to the computation of
compensation of any individual or individuals whose pay is in dispute or records
pertaining to a specific grievance, provided such requests are first made in writing
to the Director of Public Works.

395 3 - The time limits for the processing of grievances may be extended by
consent of both parties, followed by written confirmation including a defined time
period for the extension.

400 4 - All grievances shall be initiated not later than ten (10) working days after
the occurrence of the event giving rise to the grievance.

405 5 - Should the City feel aggrieved as the result of the interpretation or
application by the Union of any provision in this Agreement, the City may seek
adjustment of said grievance in the foregoing manner, except that the procedure
may be initiated at Step 4.

ARTICLE 10 - SENIORITY

Section I - List and Purpose

410 A seniority list shall be established naming all the Employees covered by
this Agreement, with the Employee with the greatest seniority (years of service)
listed first. Seniority shall be based upon the Employee's last date of hire.
Seniority, for the purpose of this Agreement shall be interpreted to mean length
415 of continuous service only, and shall be the governing factor in all matters
affecting layoff and recall provided all other qualifications are equal. In cases of
promotion and work shift assignment, where ability and qualifications are equal,



420 Employee seniority will be recognized as the controlling factor. Work shift shall be defined as a scheduled period of work and shall not be considered in the same context as daily work assignment.

425 The City reserves the exclusive right to make day to day work assignments based upon the work required to serve the citizens of Auburn. In making day to day work assignments the City agrees to consider seniority as a factor in assigning the work available, providing such consideration does not interfere with the efficient conduct of the City's business. The Union agrees that this issue will not be processed through the grievance procedure but will be referred and reviewed within the Labor-Management Team process.

430 Public Works Management Staff will maintain an overtime list in the administrative office. Employees will be allowed to sign up for overtime shifts and overtime will be approved based upon seniority.

435 Section 2 - Layoff

440 In the event it becomes necessary for the City to layoff Employees for any reason(s), Employees shall be laid-off in the inverse order of their seniority, by classification with bumping rights. All affected Employees shall receive a two (2) calendar week advance notice of layoff and the City shall meet with the affected Employees prior to the actual occurrence of layoff. Employees shall be recalled from layoff according to their seniority. No new Employees shall be hired until all Employees on layoff have been afforded recall notices.

445 Section 3 - Availability

450 The seniority list shall be made available to the Union within thirty (30) days after the signing of this Agreement and posted on the Department bulletin board. Corrections to the seniority list shall be made within thirty (30) days of such posting. After such thirty (30) day period, the seniority list shall be deemed correct.

Section 4 - Draft

455 A name shall stay on the seniority list if an Employee of draft age either is drafted or enlists (under the threat of draft). The name shall stay on the seniority list for four years or until the end of hostile enemy action (whichever is longer).



ARTICLE 11 - HOURS OF WORK

460 Section 1 - Workweek

The regular workweek shall be five (5) consecutive workdays, Monday through Friday, consisting of eight consecutive hours of work inclusive of lunch within the twenty-four (24) hour period. The normal work day, except in
465 emergencies, is 7:00 a.m. to 3:00 p.m. In some instances, an Employee(s)' hours of work may be altered on a seasonal or temporary basis.

Overtime at the rate of one and one half (1 1/2) shall be paid for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week. Further
470 overtime at the rate of time and one-half (1 1/2) shall be paid to Employees who work on a holiday identified in Article 13, except on Christmas and Thanksgiving which will be double time. In the case of an altered workweek or hours, overtime shall be calculated after the daily work shift or forty (40) hours, whichever is appropriate. A lunch break of twenty (20) minutes shall be granted to all
475 Employees. The City will not relieve a person of normal duties because of overtime worked, unless requested by the Employee.

Section 2 – Summer Schedule

480 Each spring, management will review the workload and projects scheduled for the summer months and will determine if the crews will work the regular schedule or will work four 10 hour days. Such changes may only occur if mutually agreed upon by the Employee(s) involved and the Director of Public Works or his or her designee.

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Section 3 - Call Back

Employees called back to work shall receive a minimum of three (3) hours pay for the work which they are called back for at time and one-half (1 1/2) the
490 straight time hourly rate. Call back specifically pertains only to Employees who have punched out and left the premises prior to or after their regularly scheduled straight time work shift. Employees offered the opportunity to begin work early, may choose to do so and receive 1 1/2 times the regular rate for hours worked only. All other circumstances shall qualify as a "Call Back" for pay purposes. Call
495 back minimum shall not be cumulative to hours worked, at time and one-half (1 1/2), in excess of the three (3) hour minimum. Employees shall be permitted reasonable travel time (considering the location of the Employee's home and weather conditions) for response to a call back. If an Employee is found to have



500 taken an unreasonable period of time to report for a call back, except for unusual
circumstances, then the Employee shall be compensated only for the hours
actually worked. The reasonableness of the response time shall be reviewed by
the supervisor and the Union prior to the withholding of minimum call back pay.

Section 4 - Overtime

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Employees may be assigned to overtime work at the discretion of the City. Employees shall be expected to work overtime unless excused by the City from November 15th to April 15th of each year. No Employee shall be required to work, and shall be sent home if, during extended overtime situations, an
510 Employee informs his supervisor that he is too tired to work and said supervisor concurs. No request will be unreasonably denied. Insofar as practicable, without reducing efficiency of work performance, opportunities to work overtime shall be offered as equally as practicable among the Employees in each job classification in each work area, provided the Employees are qualified to perform the specific
515 overtime work required. Daily and weekend overtime opportunities shall be accumulated on adequate records and offered overtime not worked shall be considered as worked in maintaining these records. If an Employee established that he has not received his fair share of weekly overtime, such Employee shall have preference to future weekly overtime until reasonable balance is re-
520 established.

For all non-emergency overtime opportunities on the third shift, the evening (second) shift person shall be offered the first opportunity for the overtime and vice versa for the third shift person. All such overtime opportunities
525 must be within the offered Employee's job classification.

Employees who have been called back to emergency work between the hours of 11:00 p.m. and 7:00 a.m. will be paid for a breakfast break of one-half (1/2) hour that may be taken prior to 7:00 a.m. This shall be interpreted to mean
530 as follows:

(1) The City will pay the one-half hour breakfast break for Employees who work five (5) consecutive hours at some time during the third shift between 11:00 p.m. and 7:00 a.m. (for those Employees not scheduled to work the next shift) and;
535 in the event the call-out was made prior to 5:00 a.m. and would be continuous service through the first shift then the Employees would be entitled to a paid one-half (1/2) hour breakfast break.

(2) Employees who have worked from 7:00 a.m. through 3:00 p.m. and are continuing work and expected to work through the night shift shall be allowed a
540



fifteen (15) minute paid break between 3:00 p.m. and 11:00 p.m. Further, if the Employee continues to work after 11:00 p.m. and is expected to continue work he shall be entitled to a paid fifteen (15) minute break. All breaks shall be scheduled at the discretion of the Public Works Supervisors or their designee.

545

Section 5 - Rest Periods

Employees shall be permitted a fifteen (15) minute rest period during each one-half work shift. Rest periods shall be taken at times which are convenient and efficient to the current work assignment and with the approval of the supervisor. Employees shall also be permitted two five (5) minute clean-up periods, one prior to lunch and one prior to the end of the work shift.

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Section 6 – Compensation Time

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Employees who earn overtime may elect, at time of earning, to be paid at their current wage or may accrue hours equivalent to the overtime worked (actual hours worked multiplied by 1.5). A record of accrued compensation time (earned but not paid or used) shall be maintained by the Director of Public Works or his/her designee. Employees must schedule accrued compensation time within three (3) months of the date which it was earned (unless otherwise agreed to by the Director of Public Works or his or her designee).

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ARTICLE 12 - WAGES

565

Section 1 - Wages

The permanent Employees of the Public Works Department who are members of the bargaining unit shall be paid in accordance with the attached wage and position classification schedules by respective fiscal years 2020, 2021, 2022. The wage schedule for FY 2020 shall be effective on July 1, 2020. If this Agreement is executed after July 1, 2020, all Employees will receive retroactive pay to July 1, 2020.

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Section 2 – Grandfathered Equipment Operator 2 Employees

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The “Grandfathered EO2’s” will remain on the Grandfathered EO2 wage schedule attached as **Exhibit C**.

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Section 3 - Step Increases



New Employees without a Commercial Drivers License (CDL) will begin on Step 1. Upon obtaining a CDL, the new Employee will be moved to Step 2. New Employees who have a valid CDL on their date of hire will begin on Step 2. In addition, eligible Employees will receive step increases in accordance with the attached wage schedule(s) on an annual basis. In order to receive an annual step increase, each Employee must receive a successful performance evaluation. After successful completion of a probationary period and upon the date of his/her first anniversary of employment, if an Employee receives a successful performance evaluation, he or she will be eligible for a step increase annually, until he or she reaches the highest step in his or her classification. All subsequent step increase eligibility will occur on the Employee's anniversary date of hire, or in the case of a promotion, on the most recent anniversary date of promotion.

Section 4 - Acting Pay

Employees who are assigned to work in a position in a higher pay classification shall be paid the starting pay of that classification or 5% above their regular hourly rate, whichever is greater for the time spent working in that position. The provisions of this section shall not apply when an Employee has not been assigned to the higher position or for bona-fide training, mandatory or voluntary.

A third shift may be established at the discretion of the Director of Public Works. Employees assigned to third shift will receive a 5% shift differential pay on to their base hourly wage rate.

Section 5 - Cafeteria Benefit Plan

Permanent Employees covered by this Agreement may participate in the City's Cafeteria Benefit Plan (the "Cafeteria Plan"). For Employees who elect to participate, the City will make an annual contribution to each participating Employee's account. The City will contribute \$800 annually to the account of each participating Employee who enrolls in the PPO 500 Health Insurance Plan. The City will contribute \$450 annually to the account of each participating Employee who enrolls in the POS C Plan. In addition to the City's contributions, participating Employees may also contribute, on an annual basis, the cash value of up to three (3) earned sick days, and up to four (4) sick leave incentive days, to their Cafeteria Plan account. The value of this contribution shall be calculated by multiplying the Employee's hourly rate then in effect, by the number of hours that Employee normally works in a typical workday (excluding overtime). In addition, Employees may also make discretionary contributions to their Cafeteria Plan account through payroll deductions, including savings from changing from the POS C to the PPO



625 500 Plan, so long as the total funds in each Employee's account (e.g. the total value of all employer contributions, Employee contributions, and the value of converting sick leave and sick leave incentive days) does not exceed the maximum amount allowed by law. The Cafeteria Benefits Plan documents shall govern all other terms of this benefit.

630 Section 6 - Performance Evaluation

635 During the term of this Agreement, the City and the Union agree to develop job specific criteria for use in the performance evaluation process. Use of job specific performance evaluations may be implemented on a position-by-position basis, as developed.

Section 7 – Pay for Lead Mechanic

640 The pay for the Lead Mechanic will be increased by \$1,000 per year, upon the condition that he or she obtain at least 2 new job-related ASE certificates each year and that those certifications are maintained from year to year. The Lead Mechanic is also eligible for the annual payment for obtaining ASE certificates as per Article 24 Training, Section 4 Additional Certificates, as long as he or she meets the conditions included in that section. The Lead Mechanic pay will be paid
645 on a weekly basis as a stipend in addition to the regular base wage.

Section 8 – Longevity Bonus for Grandfathered Equipment Operator 2, Mechanic, and Welder Workers

650 Employees in the Grandfathered EO2, Mechanic, and Welder positions, who have reached the top step in their respective classification, will continue to receive the COLA for each year of this Agreement, but will not receive further step increases. In lieu of additional step increases, these Employees will receive a \$200 longevity bonus annually, to be paid in a lump sum on the anniversary of their
655 date of hire. Grandfathered Equipment Operator 2 Employees, Mechanics, and Welders, who have not reached the top step in their pay scale on the date this Agreement is signed, will begin receiving this longevity bonus at the first anniversary date following the year in which they receive the top step in their respective pay scale.

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Section 9 – Longevity Bonus for 40 Years of Service

665 Employees who reach 40 years of continuous service to the City will receive a one-time bonus payment of \$500 on the 40th anniversary of their date of hire. Employees who have already reached their 40th anniversary of employment with



the City prior to execution of this Agreement, will receive this one-time bonus payment upon execution of this Agreement.

ARTICLE 13 - HOLIDAYS

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The following days shall be observed as holidays by all regular Employees in the bargaining unit:

- | | | |
|-----|----------------|--------------------------|
| 675 | New Year's Day | Thanksgiving Day |
| | Memorial Day | Day after Thanksgiving |
| | July 4th | 1/2 day before Christmas |
| | Labor Day | Christmas Day |
| | Veterans Day | |

680 All Employees required to work during a holiday shall receive normal holiday pay plus time and one-half (1 1/2) for the hours worked, except on Christmas and Thanksgiving when Employees will receive double time.

685 In addition, all Employees in the bargaining unit will be entitled to five (5) individual floating holidays per contract year. Floating holidays must be taken within each contract year and requested by the Employee at least 48 hours in advance, unless unusual circumstances exist. Scheduling and/or approval of floating holidays shall be the responsibility of the Director of Public Works or designee who shall ensure that the floating holidays do not significantly interfere with the work and efficiency of the Department. Provisions shall be made, however, so that no Employee forfeits any floating holiday.

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ARTICLE 14 - VACATIONS

695 Permanent Employees, covered by this Agreement, shall be entitled to accrual of vacation leave in accordance with the following schedule:

- | | | |
|-----|--|---------------------|
| 700 | 6 months to completion of 5 years of service | 1 day per month |
| | 6 to completion of 9 years of service | 1.25 days per month |
| | 10 to completion of 15 years of service | 1.50 days per month |
| | 16 or more years of service | 1.75 days per month |

705 Vacation leave shall be accrued on a monthly basis and at the end of the month. The month in which employment begins or ends will be counted as a month of service if employment begins before the 16th or ends after the 15th day of the month. (Any absence from duty for which sick leave is paid shall not



constitute a break in the service record for the accumulation of vacation leave). Unused vacation days may accrue from one year to the next but at no time shall exceed a total accumulation of thirty (30) days or six (6) workweeks. Accumulated vacation leave, subject to the maximum allowed, shall be paid to an Employee upon separation after six months employment or upon death, with no minimum employment, to his or her beneficiary. The payment shall be made in one lump sum. Computation of the value of each day paid shall be determined by dividing the most recent weekly salary by five.

Scheduling and/or approval of vacation leave shall be the responsibility of the Director of Public Works or designee, who shall ensure that vacations do not significantly interfere with the work and efficiency of the Department. Provisions shall be made, however, so that no Employee forfeits any vacation leave.

Vacation leave must be requested 48 hours in advance unless unusual circumstances exist.

Vacation utilization authorized shall not exceed the balance available to the Employee by more than one (1) day. With the permission of the Director of Public Works or designee an Employee may be allowed to "borrow" one day's leave in advance but at no time may an Employee "owe" the City more than one (1) vacation day.

ARTICLE 15 - SICK LEAVE

Section 1 - Purpose

It is the expectation of the City and the Union that Employees be available for work. However, it is recognized that from time to time, Employees may be absent due to illness. Therefore, each Employee is provided with paid sick leave to accommodate periods of illness or injury. Misuse or abuse of sick leave is unfair to other Employees and the City. In accordance with this agreement, Employees confirmed of sick leave abuse will be subject to the disciplinary process.

Section 2 - Accrual and Use

Each Employee in the bargaining unit shall be entitled to paid sick leave earned at the rate of one day for each calendar month of service. Sick leave will continue to accrue while an Employee is on sick leave, with unused leave



accruable to a maximum of 150 days.

750 Illness for which sick leave may be granted shall be actual personal illness or incapacity, quarantined, bodily injury or disease. Sick leave may also be granted because of illness of a member of the Employee's immediate family, defined in this instance as spouse, child or parent.

755 An Employee requesting sick leave must speak with a Supervisor, or on the answering machine (with an appropriately detailed message) if the Supervisor is unavailable, no later than one half-hour (1/2) prior to the start of the Employee's regularly scheduled work shift on the day leave will be taken, unless unusual circumstances exist. Failure to call in one half-hour prior to the start of a regularly
760 scheduled work shift will be cause for progressive discipline as outlined in Article 8 - Discipline / Discharge.

765 Sick leave shall be credited and accrued at the rate of eight (8) hours a day and shall be charged at hourly increments. In the case of an altered work shift, sick leave shall be credited, accrued and charged at the number of hours of the altered work shift. An Employee must be on an altered work shift for a minimum of one (1) month for a change in the accrual and crediting of sick leave.

770 The City will post the monthly vacation and sick leave report which includes each member's balance for vacation, sick leave and floating holidays. Sick leave may not be "borrowed" in advance.

775 The Director of Public Works or designee, may as a condition of payment of sick leave require a certificate from a qualified physician certifying the following:

- a. That the Employee or his family member is in such condition as to justify continued absence from employment;
- b. documenting cases of single day patterned use of sick leave;
- c. high frequency of sick leave usage.

780 Except as provided in this section, an Employee absent on sick leave must utilize accumulated sick leave for every day absent until he or she returns to work
785 or the sick leave is exhausted. Those Employees whose absence is covered by the MMEHT Income Protection Plan have the option of using partial sick leave for the first month of absence. The Employee must notify the Public Works Office Staff and the Human Resources Department within 24 hours of his/her intent to use partial sick leave. During this first month period, the Employee must use at least



790 two sick days per week to cover all weekly deductions including health insurance
cost share, Employee premiums for life insurance, income protection, dental
insurance, cafeteria benefit plan, retirement, ICMA Loans, child support and
similar deductions.

795 When all leave, including vacation leave and floating holidays have been
utilized by an Employee absent on sick leave, salary payments to the Employee,
including holiday pay, shall cease immediately. Once an Employee has exhausted
all continuous earned accrued leave benefits, the City will continue health
800 insurance coverage and life insurance coverage of the Employee (and the
Employee's dependents if applicable), up to and including 61 days from the date
that all such leave benefits have been exhausted as long as the Employee
continues to pay for his share of the premiums. At the end of the 61 days he or
she will have the option of continuing his or her health insurance as provided by
805 COBRA regulations at the Employee's expense, or have his or her insurance
coverage discontinued until such time as the Employee is able to return to work.

810 The Director of Public Works or his or her designee, in the use of
reasonable judgment, may also require an Employee to undergo a medical
examination, if the Employee's physical and/or emotional condition is affecting
his/her health, safety, job performance or well being. These examinations will not
be unreasonably requested.

Section 3 - Retirement and Separation

815 One-half (1/2) of the accumulated sick leave, to a maximum of 75 days, shall
be paid to an Employee upon retirement with 25 years of service, or upon death,
to his or her beneficiary. One-half of accumulated sick leave to a maximum of 45
days will be paid to any Employee separating with ten years of service.
820 Computation of the value of each day paid shall be determined by dividing the
most recent weekly salary by five.

Section 4 – Attendance Incentive

825 Those Employees who have reached maximum sick leave accumulation
(150 days) shall be entitled thereafter to exchange three (3) consecutive months of
perfect attendance for one (1) vacation day to be scheduled at the discretion of the
Director of Public Works or designee. Employees, who have not reached the
maximum sick leave accumulation, shall be granted one (1) vacation day upon the
completion of three (3) consecutive months without using sick leave. For the
830 purposes of this section the three (3) month periods are established as follows; 1 –
(July, August, September), 2- (October, November, December), 3 – (January,



February, March), 4 – (April, May, June). Use of sick leave for any reason (except as noted below) during any three (3) month period will deem the Employee ineligible for the incentive for that period. It shall be the Employee's responsibility to notify the Department of his/her eligibility for this incentive. Upon earning an attendance incentive day an Employee must elect to add the day to his/her accumulated vacation leave or to have the current value (Employee's current hourly wage x current work day hours) of the day placed into the Employee's Cafeteria Benefit Plan for use in the next plan year which begins on 7/1. The value of the Cafeteria Benefit Plan may not exceed the limit noted in Article 11, Section 4. Any earned vacation days shall be scheduled at the discretion of the Director of Public Works or designee. It shall be the Employee's responsibility to notify the Department of his/her eligibility for this incentive. Any earned vacation days shall be scheduled at the discretion of the Director of Public Works or designee.

ARTICLE 16 - OTHER LEAVES

Section 1 - State and Federal Family Leave

The City will comply with all provisions of the State and Federal Family Medical Leave Acts which provides unpaid Employee leave for up to 10 consecutive weeks (12 weeks under the federal law) for serious, life threatening illness of the Employee or the Employee's immediate family, or for the birth or adoption of a child. Leave under the Federal or State Family Leave Acts may be taken if the Employee meets all of the requirements of the respective acts.

Any leave taken under the State and Federal Family Leave Acts shall be substituted for, not taken in addition to any time taken under the City's Sick Leave policy. If an Employee does not have sufficient sick leave accrual to cover leave provided by the State and Federal Family Leave Acts for which he/she is otherwise eligible, said State and Family Federal Leave shall be unpaid.

Section 2 - Leave of Absence

An Employee may be granted a leave of absence without pay by the City Manager on recommendation of the Department head, with such leave not-to-exceed one year in length. The granting of the leave shall protect the Employee's existing continuous service for the leave period but shall not count as service time for Maine State Retirement, nor shall vacation or sick leave accrue during the absence, nor will the Employee receive pay for municipal holidays.

For the purpose of this section Leave of Absence shall be defined as any



leave without pay, of more than two weeks in duration, which is for personal reasons of the Employee, and which is not occasioned by illness of the Employee.

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Section 3 - Military Leave

Employees who are members of the organized military reserves and who are required to perform field duty will be granted a maximum of two weeks reserve service leave, in addition to normal vacation leave, per fiscal year. For any such period of reserve service leave, the City will pay the difference (if any) between service pay, and the Employee's regular pay except as hereinafter provided.

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885 Section 4 - Jury Duty

An Employee will be granted special leave, as required, for jury duty or performance of other civic duty requiring appearance in court or before another public body. The Employee shall be paid the difference (if any) in compensation between the amount received from the rendering of such service and his or her regular rate of pay, if the service occurs during a work day. Any Employee who is released from active jury duty prior to 1:30 p.m. shall report to work and be available for active service.

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Section 5 - Funeral Leave

Leave of absence without loss of pay shall be granted for five (5) consecutive calendar days for death of spouse or child and up to a maximum of three (3) consecutive calendar days (which must include the day of the funeral), plus reasonable travel time, shall be granted for the death of his or her immediate family. Immediate family here shall be defined to include parent, grandparent, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparents-in-law, grandchildren, and any other person living in the Employee's household. Special leave may also be granted for the funeral of a co-worker if the funeral is scheduled during the regular work day, with the time granted not-to-exceed four (4) hours. Funeral leave for a co-worker will not be granted if the funeral is scheduled on the weekend, holiday, evening or during time that the Employee is not normally scheduled to work. One day's funeral leave will be granted for all other in-laws and for aunts, uncles, nieces and nephews. For attendance at a funeral for a relative or friend not included in the category eligible for special leave, it shall be permissible to utilize sick leave.

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Section 6 - Medical Leave

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An Employee may be allowed up to 20 (twenty) hours per fiscal year of medical appointments when medical appointments are only available during working hours. Medical leave will be granted if the following conditions are met:

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- The medical leave is available for the appointments of the Employee and is not intended to cover medical appointments for spouse or dependents.
- Medical Leave may be taken in one hour increments, but will not exceed four (4) hours per occurrence.
- The Employee must punch into work for at least 4 hours per day.

925

Medical appointments that exceed the 4 hour limit or which are in excess of 20 hours in the fiscal year will be charged against the Employee's sick leave accrual, or if the sick leave is exhausted, against vacation or at no pay. It is the responsibility of the Director of Public Works or designee to insure that this benefit is not abused. Employees are required to schedule medical leave by notifying the Director of Public Works or his or her designee, at least twenty-four hours in advance (whenever possible). Following the appointment, a medical sign-off form or a physician's slip/receipt may be required to be returned to the Employee's supervisor and placed in the Employee's personnel file, unless unusual circumstances exist.

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Section 7 - Termination

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An Employee who is absent from employment for any reason, excluding active military duty, in excess of one (1) year, may be terminated at the discretion of the City Manager. Employees with more than ten (10) years of continuous employment with the city will have a period, not to exceed two (2) years for the purposes of this section. Employees returning to work after a period of less than one (1) year will be returned to their prior pay and seniority. Further, in any case, Employees who have reached their maximum medical improvement and who as a result are unable to fulfill their job duties may be terminated before the above time periods. Employees must return to regular duty for a sixty (60) consecutive day period in order to regain rights to a new grace period under this section.

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Section 8 - Promotion Notice

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With respect to promotion posting, Employees on leave will be notified of the promotional opening via written notice (1st class mail) to their last known address.



955 ARTICLE 17 - INSURANCE

Section 1 - Coverage

960 The City will make available to all Employees and their dependents (as defined by the Maine Municipal Employee Health Trust) insurance under the Maine Municipal Employees Health Trust (MMEHT). Effective with the signing of this Agreement, Employees opting for health insurance coverage with the City may participate in the PPO 500 Plan or the POS C Plan.

965 The City reserves the right to change or offer alternative insurance carriers, health maintenance organizations, preferred provider organizations, or benefit levels or to self-insure as it deems appropriate, so long as the new or alternative coverage and benefits are substantially similar to those which they are replacing.

970 Section 2 – Cost and Health Promotion Program

975 The City and the Employee shall share in the cost of health insurance. Effective for the duration of this contract, City and Employee cost share for annual health insurance premiums will be 85% of the PPO 500 Plan for the City's contribution and 15% of the PPO 500 Plan for the Employee contribution. The Employee cost share of the health insurance premiums will be 30% for Employees remaining in the POS C Plan. The City cost share toward the premiums will be 70% for Employees who remain in the POS C Plan.

980 In order to maintain the 15% Employee contribution (or 30% if in the POS C Plan), the members of the bargaining unit agree to participate in a health promotion program. The Health Promotion Program will include the following components:

- 985 • Annual Physicals -- The members of the bargaining unit agree to have an annual physical with their primary care physician each year. The City will pay up to \$20.00 co-pay for the office visit if the insurance plan requires a co-pay for the annual exam. The Employee will verify that he/she has received an annual physical by requesting that the physician complete a specific form generated by the City.
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- 995 • Health Education – The City will provide health education for the Employees at the Employees' worksite on paid time. The health education sessions will be designed to be of special interest to the members of the bargaining unit.



- 1000 • Physical Fitness – The members of the bargaining unit may continue to participate in the City’s Wellness Program as designed by the City Wellness Team. In addition, the City will encourage Employee involvement in physical fitness programs and develop plans, programs and incentive for participation.

1005 This cost share shall apply regardless of the level of insurance (individual, individual with children, or family). Employees will reimburse their share on a weekly basis (48 pay periods) through payroll deduction. Employees may elect to have the weekly cost share deducted from their Cafeteria Benefit Plan. Employee cost share shall be adjusted upon notification and billing by the insurance carrier.

1010 Employees who do not participate in the Health Promotion Program, either in part or in whole will be subject to the following cost share schedule:

FY 2020-2023 Employee Cost Share: 25% (40% for Employees in POS C Plan)

1015 Section 3 - Cost Containment

1020 The City reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admission except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

1025 Section 4 - Terms of Insurance Policies to Govern

1030 The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits there under shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any
1035 obligation undertaken under this or any other Agreement.



Section 5 - Group Term Life Insurance Plan

1040 Effective 7/1/17, the City will pay up to \$40,000 of supplemental term life insurance as provided under the City's policy with the Maine Municipal Employees Health Trust Supplemental Life Insurance Plan for each member of the collective bargaining group as long as the following criteria are met:

- 1045 1. The member agrees to pick up the cost of his/her supplemental life insurance for any coverage over \$40,000. If the member does not purchase the remaining life insurance coverage, the member will not be eligible for the first \$40,000.
- 1050 2. The City of Auburn and the participant agree to the terms and conditions of the MMEHT Supplemental Life Insurance Plan.

Section 6- Payment Program for Waiving Health Insurance Coverage with the City of Auburn

1055 Any Employee covered by this Agreement may elect to waive coverage under the City's health insurance plans. Any Employee electing to waive full coverage or partial coverage for which he/she would otherwise be eligible shall be paid according to the following conditions:

1060 a. Any Employee eligible for full family coverage, single parent coverage or single coverage, and who elects to waive all health insurance coverage under the City's plans, shall receive an annual payment equal to four (4) months of the City's portion of the health insurance premium contribution on the plan for which the
1065 Employee would otherwise be eligible. This payment shall be calculated using the insurance rates for the PPO 500 plan in effect for that calendar year.

1070 b. An Employee who is eligible for a full family plan, but who elects coverage under either a 'single parent plan' or a 'single plan,' shall receive an annual payment equal to four (4) months of the difference in the City's portion of the health insurance premium contribution applicable to the plan for which the Employee is otherwise eligible, and the (lesser) plan which the Employee elects. This payment shall be calculated using the insurance rates for the PPO 500 plan in effect for that calendar year.

1075 c. If an Employee is eligible to be covered under a City health insurance plan offered to another City worker (excluding those who work for the Auburn School Department), the Worker may elect to be covered under that other City worker's health insurance plan, in exchange for an annual payment from the City.



1080 The payment shall be equal to four (4) months of that portion of the health insurance premium that the City would otherwise be required to contribute if the Employee were to be covered as a single person. The payment shall be calculated using the insurance rates for the PPO 500 plan in effect for that calendar year.

1085 d. Any annual payment for waiver of health insurance coverage required by this section will be divided into twelve (12) equal payments and will be paid monthly.

1090 e. A new Employee who waives health insurance coverage shall not be eligible for the payment in lieu of insurance until he/she has successfully completed the probationary period.

1095 f. If the new Employee wishes to be reinstated on the City's health insurance plan, or changes his or her coverage from a single or a single parent plan (if he/she would otherwise be eligible for full coverage) he/she may do so as long as he or she follows the insurance carrier's requirements. Discontinuance of health insurance or reinstatement of coverage will be effective the first day of the month following the receipt of the written notice, provided that the Employee meets all conditions which may be imposed by the health insurance carrier.

1100 g. In order to receive payment for waiving health insurance coverage or to be reinstated on the health insurance plan, the Employee must annually notify the City's Director of Human Resources in writing, that he or she is electing to waive health insurance coverage, either in whole or in part. In addition, Employees who
1105 make such an election shall produce evidence of independent health insurance coverage to the City's Director of Human Resources during each open enrollment period under the City's health insurance plans, as a condition of receiving the payment.

1110 **Section 7 – Health Reimbursement Account (HRA)**

1115 The City shall continue a Health Reimbursement Account for each Employee participating in the PPO 500 Plan through MMEHT. The City will provide 100% of the plan deductibles and co-insurance for each year of this Agreement.

1120 If, in any year during the term of this Agreement, City contributions remain in the HRA after all employee requests for reimbursement have been paid in accordance with the HRA plan documents, the remaining City contributions shall be credited to the City's HRA contribution obligation for the following year (the "Rollover Contribution"), if allowed under the HRA documents and applicable law. For the following year, the City shall contribute to the HRA the difference between



the Rollover Contribution and the amount required to meet the City's obligation to fund 100% of the combined deductible and coinsurance payments for that year.

1125 **ARTICLE 18 - RETIREMENT**

The City of Auburn is a participating district in the Maine Public Employees Retirement System for the benefit of all Employees covered by this Agreement. Under this system, Employees may participate in a plan which provides a pension
1130 at one half (1/2) pay with twenty-five (25) years of service with the attainment of age 60 or age 65 for those hired in 2014 or later or a substantially similar plan.

The City also participates in the I.C.M.A. 401(a) plan and the I.C.M.A. 457 plan. Participation is voluntary for any of the above retirement plans. The
1135 Employee may join either the Maine State Retirement Plan or the I.C.M.A. 401(a) plan, but not both. The I.C.M.A. 457 plan may offer a supplement for either of the other plans. The Employee contributes 5% to the 401(a) plan and the City contributes 6% to the 401(a). There is no employer contribution toward the I.C.M.A. 457 plan. The Employee and the employer must meet all IRS and I.C.M.A.
1140 Retirement Corporation regulations in order to participate in the 401(a) and 457 Deferred Compensation plans.

ARTICLE 19 - WORKER'S COMPENSATION

1145 All Employees are eligible for benefits under the Workers' Compensation Act for a personal injury or compensable illness arising out of or in the course of employment with the City.

When an on-the-job accident occurs, the affected Employee shall report it
1150 immediately to his or her direct supervisor, who in turn, shall immediately notify the Director of Public Works or the Deputy Director of Public Works.

Medical bills, when received either by the Department or the Employee, are
1155 to be forwarded immediately to the City's Director of Human Resources.

If the injured Employee is out for more than three (3) days, the Director of
Public Works or his or her designee shall, on the 4th day, fill out an Employee
Wage Statement using the forms provided by the Director of Human Resources,
and forward it to the Human Resources Department. If an Employee is absent for
1160 more than three (3) days as a result of an injury occurring at or as a result of his or her work for the City, an Agreement Claim Form will normally be signed by both the City and the Employee.



1165 Medical bills are paid without any waiting period. For Employee compensation there is a three (3) day waiting period. The City remains responsible for Employee compensation for the first three (3) days of the absence; between four and thirteen days the insurance carrier provides compensation; fourteen days and over all compensation is retroactive to day one.

1170 If the carrier denies payment or stops payment, the Personnel Office will contact the company, ascertain the reason, and contact the affected Employee.

1175 The affected Employee in a situation such as above may petition for a hearing before the Worker's Compensation Commission and may be required by the City to petition for such a hearing.

1180 If he or she so prefers, the Employee may receive his or her normal pay by electing to have the difference between the amount of Worker's Compensation benefits and normal pay charged to accrued sick leave. Such an election shall be confirmed by the Employee in writing.

1185 Each time the injured Employee is examined by his or her physician, the examining physician shall notify the City as to the Employee's condition and whether or not he or she may return for light duty. If an Employee is determined to have a work capacity for other than his or her regular job, such Employee shall immediately report for such work as the City may arrange which is suited to the practitioner. Any Employee who is determined by his treating physician, chiropractor, or other health practitioner to be fit to return to his or her regular job shall do so immediately.

1190 The City shall have the authority to order an examination of any Employee making a claim for, or receiving benefits under this section by a physician of his choice. The City shall pay for the cost of this examination.

1195 An employee who is out of work due to a work related injury will accrue sick leave, vacation leave and floating holidays for one year cumulative absence from work beginning with the employee's first date of injury as long as the employee remains employed by the City of Auburn. At the end of two years' absence from work as a result of a work related accident or illness, or at such time that the Employee is determined by a physician that he/she is unable to return to work, whichever is first, said Employee will be terminated from employment with the City of Auburn, unless extended by
1200 the City Manager after review of the Employee's medical condition.



ARTICLE 20 - CLOTHING

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For the duration of the contract, except as provided below the City will provide each member of the bargaining unit \$ 50 toward the purchase of a City approved list of uniform short-sleeved tee shirts, long-sleeved tee shirts, hooded sweatshirts and/or jackets. The \$ 50 uniform purchase will be supplemented by a clothing allowance of \$ 520 toward the purchase of other work-related clothing and footwear.

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Footwear shall be OSHA approved only. Allowable items include uniforms (shirts and pants), work gloves, winter jacket, insulated vest, coveralls, rain gear (different than supplied by the City), winter gloves and hats. Items specifically excluded from reimbursement from the clothing allowances are watches, wallets, knives and similar items. Foul weather gear, including rainsuit and rubber boots, three (3) pairs of good quality work gloves annually and safety glasses will continue to be supplied by the City.

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Employees are required to have with them, at all times, safety equipment and clothing required to perform the job. Such items may include, but not be limited to, hardhat, safety glasses, vests, ear protection, work gloves and safety footwear. The City will issue one pair of prescription safety glasses not to exceed \$300, when the employee has a new prescription. A second pair of tinted glasses, not to exceed \$300 will be allowed if job conditions warrant.

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Employees are expected to wear clothing that is clean and in good repair to the work site. Employees will not wear clothing with any obscene, derogatory, or otherwise offensive wording, pictures or gestures on them. Clothing must meet all department safety standards.

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The City shall determine the method of reimbursement to employees. Employees who are discharged, retire or otherwise terminate their employment with the City shall not be entitled to the balance of any unused clothing allowance.

ARTICLE 21 - DEFECTIVE EQUIPMENT AND DANGEROUS CONDITIONS

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The City shall not require Employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law.

Employees shall immediately, or at the end of their shift, report all defects



1245 of equipment. Such reports shall be made on a suitable form furnished by the
Employer and shall be made in multiple copies, one copy to be retained by the
Employee. The City shall not ask or require any Employee to take out equipment
that has been reported by any other Employee as being in an unsafe operating
condition until same has been approved as being safe by the mechanical
1250 Department foreman or his or her designee.

Whenever practicable, major repairs on defective equipment shall be made
in the shop not on the highway.

1255 Under no circumstances will an Employee be required or assigned to
engage in any activity involving dangerous conditions of work.

If an Employee is injured on the job as a direct result of violent action taken
against him by a private individual(s) he shall have the first right to take civil
1260 action against said individual(s). However, if the Employee does not wish to take
civil action he shall assign that right or request to the City who then shall have the
right to proceed with Court action. Expenses for action by the City shall be the
burden of the City and revenues derived from such action will revert to the City.

1265 **ARTICLE 22 - MISCELLANEOUS PROVISIONS**

During the term of this Agreement, the City agrees to maintain the
following practices and benefits:

1270 a. Employees can continue to use showers and lockers at the garage.

b. Employees can continue to use the lunch room and vending machines
after hours or during authorized breaks.

1275 c. Employees can continue to play portable radios in their trucks, so long as
they do not interfere with the reception of mobile radio communication.

d. Supervisors will notify Employees when office/garage receives
notification of personal emergencies relating to one of the Employees.

1280 e. City will provide a flashlight for each truck.

f. Public Works Department Employees may continue to use Public Works
vehicles to stop for food, as long as stops are reasonably on the way.

1285 g. City will continue present practice of attempting to maintain a position



for a disabled Employee for a period of up to one (1) year if it appears that said Employee will return to work and that maintaining the position will not be detrimental to the function of the Department.

1290

h. It shall be the responsibility of the Employees to make arrangements to get to and from work. However, in call-back situations where an Employee who lives in Auburn has no other method of transportation and no other ride can be obtained, then the City may provide a ride to the worksite. In all instances, the decision of the Director of Public Works or his or her designee shall be final.

1295

ARTICLE 23 - SUBCONTRACTING

1300

If the city's subcontracting will result in a loss of a job of an Employee, the City will meet and consult with the Union over the loss of the job. In addition, the City will:

1305

A. Fill a posted vacancy within the Public Works Department, if any, with an affected Employee who is qualified for that vacancy;

1310

B. If there is no posted vacancy for which an affected Employee is qualified, the City will attempt to find a vacancy elsewhere within the City's workforce, which would provide comparable employment and offer such employment to the affected Employee;

1315

C. If there is no comparable employment available elsewhere within the City's workforce, the City will attempt to obtain an offer of employment for an affected Employee from a subcontractor.

1320

D. If there is no offer of comparable employment by the City, and if there is no offer of comparable employment by the subcontractor, an Employee will then be laid-off. A laid-off Employee shall be recalled to his former job if a vacancy occurs within one (1) year of layoff.

If an affected Employee obtains a job with a subcontractor, but is laid off by the subcontractor within two (2) years after the Employee's last date of employment with the City and the following conditions exist:

1325

1. The layoff of the former City Employee by the subcontractor was due to the loss of the contract with the City of Auburn;

2. the City of Auburn resumes the performance of the work formerly



performed by the contractor;

1330

3. because of the resumption of such work by the City of Auburn, a vacancy exists in the Public Works Department for which the former City Employee is qualified;

1335

Then the City shall recall that former City Employee for employment with the City of Auburn.

1340

A laid-off Employee or former Employee may be given notice of recall by certified mail sent to the Employee's last address in the City's records. Within five (5) working days after the certified receipt date, a laid-off Employee must notify the Director of Public Works of his or her intent to return to work in writing. If delivery of the notice is unsuccessful, or if an Employee fails to respond within five (5) working days of the certified receipt date, such Employee shall be considered to have forfeited his rights to recall and shall be considered to have quit City employment. If an Employee timely notifies the Director of Public Works of his or her intention to return to work, he shall be given up to fourteen (14) consecutive days of the certified receipt date within which to report to work.

1345

1350

It is understood that the City may subcontract for reasons of economic or performance efficiency and effectiveness as long as those reasons do not include retribution on the Union for the conduction of legal Union activities.

ARTICLE 24 - TRAINING

1355

Section 1 - Purpose

1360

It is the policy of the Employer to provide training for its Employees whenever reasonably consistent with the operational needs of the Department. Training may be in various forms, such as through providing opportunities to work in other job classifications, through offering special training on new equipment, through the institution of safety training programs and demonstrations, through presenting group instruction and programs.

1365

Section 2 - Educational Opportunities

City will maintain reimbursement for educational credits as outlined in the Administrative Manual, unless otherwise specified herein.

To provide for increased educational opportunities for mechanics, arborist



1370 and welders the City will pay the cost of testing and certification for any Employee
who attains required or authorized certifications from the State of Maine subject
to the following conditions:

1375 1. each Employee may only take each test once with the City's maximum
cost to be \$150 per person;

2. the Employee will be responsible for providing his/her own
transportation, meals and related expenses;

1380 2. as a result of State Certification, the City shall not be required to make
any changes in the Employee's job assignments, performance standards,
promotions, pay, or other related matters, unless otherwise specified by this
agreement.

1385 The sole purpose of assisting Employees to obtain State Certification is to
provide an incentive for them to better themselves in their functional areas of
employment.

Section 3 - Commercial Drivers License

1390 The City will reimburse an Employee for the cost of the Commercial Drivers
License (CDL) when the CDL is a requirement for a promotion, or when the CDL is
required by the City of Auburn. If an Employee acquires the CDL which is a
requirement for a promotion which he receives at a later date, the City will
1395 reimburse the Employee for the cost of the license. The Employee will provide a
receipt for the cost of the license to be placed in the personnel file for future
reimbursement, if entitled by the provisions of this section.

Section 4 – Additional Certifications

1400 Employees may obtain additional ASE (Automotive Service Excellence)
certifications (mechanics only) or State of Maine licenses/endorsements and
receive an annual bonus. All such certifications must meet the following
conditions;

- 1405
- a. The certifications and/or licenses must not be required by the
Employee's current job description.
 - b. The certifications and/or licenses must be reasonably beneficial to the
Public Works Department and its work activities. The Director of Public
Works will render the final determination.
 - c. Employees must show proof of valid certification and/or license
- 1410



(annually) in order to receive the specified bonus.

- d. No bonus shall be paid for certificates, diplomas or other awards granted as a result of training or course completions which do not meet all of the other conditions herein.
- e. Employees must complete their probationary period before being eligible for any bonus.
- f. Each annual bonus will be paid in January.

1415

For each State of Maine license/endorsement (listed below), earned and maintained, the Employee shall receive a \$ 150 annual bonus.

1420

Class A License (State of Maine) – only Equipment Operator II, Equipment Operator and Maintenance Person positions.

1425

Class B License (State of Maine) – only Maintenance Person and Traffic Technician II positions.

1430

(eligible positions may only receive either the Class A or Class B bonus not both.)

1435

Tanker Endorsement (State of Maine) - current Employees (see attached list) who possess a valid tanker endorsement will be 'grandfathered' to receive the annual bonus. Said Employees will continue to receive the bonus so long as they maintain the certification and are employed by the Department. Any new Employee who is employed by the city and possesses a valid tanker endorsement will not be eligible for the bonus.

1440

Any existing Employee who does not currently possess a valid tanker endorsement but obtains said during his/her employment will also not be eligible for the bonus. Employees whose job position does not reasonably permit the operation of a tanker will not be awarded the bonus. Employees whose current or future job description requires a tanker endorsement will not be awarded the bonus. Through attrition, retirement or loss of license the Department will reduce the number of tanker endorsement bonus' to five (5).

1445

Emergency Medical Technician (State of Maine) – any Employee.

1450

American Welding Society (AWS) – only Welder positions and two (2) other Employees. Two other Employees eligibility to be determined by seniority.

Structural Welding Certification – equals one annual bonus.

Pipe Welding Certification – equals one annual bonus.



MIG/TIG Welding Certification – equals one annual bonus.

1455

For each three (3) ASE certifications earned and maintained each Mechanic shall receive a \$ 300 annual bonus.

1460

The City agrees to develop a Field Training Program for the Department. The Program would conceptually provide for a standardized training program for Department positions and equipment. Within the program would be the appointment of Field Trainers who would possess the skills and knowledge to appropriately train new Employees or existing Employees on new equipment. All Employees who are certified and assigned as a Driver Trainer will receive a \$600 bonus.

1465

All Certification bonuses will be paid out in the month of July.

ARTICLE 25 - SEPARABILITY AND SAVINGS CLAUSE

1470

If any provision of the Agreement is declared by proper legislative, administrative or judicial authority to be unlawful, unenforceable or not in accordance with applicable law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties mutually agree to then renegotiate the terms of that particular contract provision which has been set aside.

1475

ARTICLE 26 - ACTIVE AGREEMENT

1480

The Union and the City agree, by mutual consent, to discuss, reopen or negotiate any matter or contract provision of interest to the parties during the term of this agreement. Any new or amended provision(s) is subject to ratification by both parties and cannot be unilaterally implemented unless mutually ratified. In particular, the parties agree to reopen and make necessary amendments resulting from the discussions and implementation of the Labor-Management Team Workplan.

1485

ARTICLE 27 - LABOR-MANAGEMENT TEAM

1490

The Union, its members, and the City agree to continue to participate in the Labor-Management Team. The purpose of the team is to work together in identifying and implementing improvements to the operations and productivity of the Auburn Public Works Department and service to the citizens of Auburn. The goals of the team include fostering good communications (both internal and



1495 goals of the team include fostering good communications (both internal and
external), improving customer service (internal and external), increasing
accountability and effectiveness, increasing productivity and realization of cost
savings. For this effort, the Union agrees to appoint a minimum of three (3)
1500 representatives to the team and other members as may be needed for individual
issues and/or subcommittees.

1505 Annually, the team shall develop a Workplan (incorporated herein by
reference) for the Department. The Workplan will be developed to identify and
prioritize those areas/issues of improvement that the team will concentrate on
achieving the team's goals. Each year's Workplan is hereby incorporated into this
Agreement. In addition, the Union agrees to work towards the development and
implementation of an Employee appraisal system.

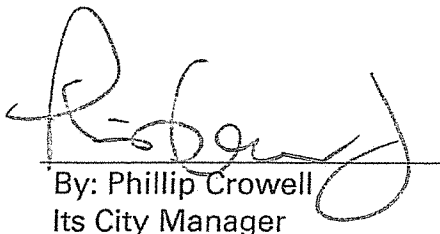
ARTICLE 28 - DURATION

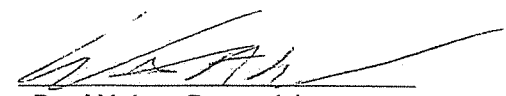
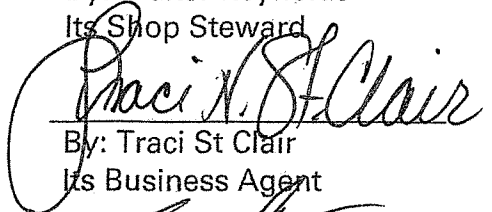
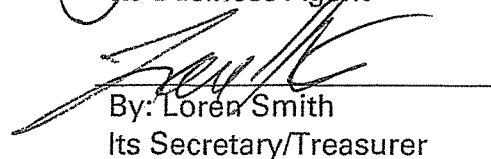
1510 This Agreement shall be in full force and effect from July 1, 2020 to June
30, 2023, and shall automatically remain in effect from year to year thereafter
unless either party shall notify the other in writing sixty (60) days prior to the
anniversary date that it desires to modify or terminate this Agreement.

515 In witness thereof, the undersigned have caused this Agreement to be
executed.

CITY OF AUBURN

TEAMSTERSLOCAL
UNION # 340


By: Phillip Crowell
Its City Manager

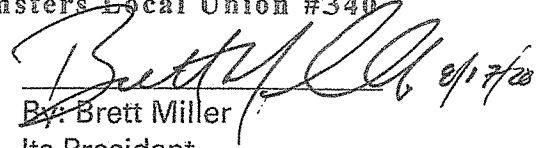

By: Walter Reynolds
Its Shop Steward

By: Traci St Clair
Its Business Agent

By: Loren Smith
Its Secretary/Treasurer



CITY OF AUBURN

Teamsters Local Union #340

1520


By: Brett Miller
Its President

Dated: _____, 2020

Dated: 8/13, 2020



Attachment A

Tanker Endorsements (as of July 1, 2020)

David Knox
Alan Kolln
Ed Nemethy
Donald Sjostrom
Alan Spencer

2020-2021 Wage Table

Step/Range	Mechanic, Welder									
	N/A									
Annual Weekly										
Hourly										
2020-2021	1	2	3	4	5	6	7	8	9	10
Annual	\$39,104.00	\$40,277.12	\$41,485.43	\$42,730.00	\$44,011.90	\$45,332.25	\$46,692.22	\$48,092.99	\$49,535.78	\$51,021.85
Weekly	\$752.00	\$774.56	\$797.80	\$821.73	\$846.38	\$871.77	\$897.93	\$924.87	\$952.61	\$981.19
Hourly	\$18.80	\$19.36	\$19.94	\$20.54	\$21.16	\$21.79	\$22.45	\$23.12	\$23.82	\$24.53

Step/Range	Equipment Operator I, Arborist, Bldg. Maint. Tech. I, Inventory Tech., Stock Room Attendant										
	Annual										
Weekly											
Hourly											
2020-2021	1	2	3	4	5	6	7	8	9	10	11
Annual	\$37,440.00	\$38,563.20	\$39,720.10	\$40,911.70	\$42,139.05	\$43,403.22	\$44,705.32	\$46,046.48	\$47,427.87	\$48,850.71	\$50,316.23
Weekly	\$720.00	\$741.60	\$763.85	\$786.76	\$810.37	\$834.68	\$859.72	\$885.51	\$912.07	\$939.44	\$967.62
Hourly	\$18.00	\$18.54	\$19.10	\$19.67	\$20.26	\$20.87	\$21.49	\$22.14	\$22.80	\$23.49	\$24.19

Step/Range	Equipment Operator II (Incl. 2nd & 3rd shift), Arborist Assistant									
	YEAR									
Annual										
Weekly										
Hourly										
2020-2021	1	2	3	4	5	6	7	8	9	10
Annual	\$34,320.00	\$35,349.60	\$36,410.09	\$37,502.39	\$38,627.46	\$39,786.29	\$40,979.87	\$42,209.27	\$43,475.55	\$44,779.82
Weekly	\$660.00	\$679.80	\$700.19	\$721.20	\$742.84	\$765.12	\$788.07	\$811.72	\$836.07	\$861.15
Hourly	\$16.50	\$17.00	\$17.50	\$18.03	\$18.57	\$19.13	\$19.70	\$20.29	\$20.90	\$21.53

Grandfathered EO2	
2020-2021	1
Annual	\$46,571.20
Weekly	\$895.60
Hourly	\$22.39

2021-2022 Wage Table
Step/Range

Mechanic, Welder											
Annual	N/A										
Weekly											
Hourly											
2021-2022	1	2	3	4	5	6	7	8	9	10	
Annual	\$39,886.08	\$41,082.66	\$42,315.14	\$43,584.60	\$44,892.13	\$46,238.90	\$47,626.07	\$49,054.85	\$50,526.49	\$52,042.29	
Weekly	\$767.04	\$790.05	\$813.75	\$838.17	\$863.31	\$889.21	\$915.89	\$943.36	\$971.66	\$1,000.81	
Hourly	\$19.18	\$19.75	\$20.34	\$20.95	\$21.58	\$22.23	\$22.90	\$23.58	\$24.29	\$25.02	

Equipment Operator I, Arborist, Bldg. Maint. Tech. I, Inventory Tech., Stock Room Attendant												
Step/Range												
Annual												
Weekly												
Hourly												
2021-2021	1	2	3	4	5	6	7	8	9	10	11	
Annual	\$38,188.80	\$39,334.46	\$40,514.50	\$41,729.93	\$42,981.83	\$44,271.29	\$45,599.42	\$46,967.41	\$48,376.43	\$49,827.72	\$51,322.55	
Weekly	\$734.40	\$756.43	\$779.12	\$802.50	\$826.57	\$851.37	\$876.91	\$903.22	\$930.32	\$958.23	\$986.97	
Hourly	\$18.36	\$18.91	\$19.48	\$20.06	\$20.66	\$21.28	\$21.92	\$22.58	\$23.26	\$23.96	\$24.67	

Equipment Operator II (Incl. 2nd & 3rd shift), Arborist Assistant											
YEAR	1										
Annual											
Weekly											
Hourly											
2021-2021	1	2	3	4	5	6	7	8	9	10	
Annual	\$35,006.40	\$36,067.20	\$37,128.00	\$38,252.24	\$39,398.32	\$40,586.00	\$41,795.52	\$43,041.53	\$44,345.60	\$45,677.84	
Weekly	\$673.20	\$693.60	\$714.00	\$735.62	\$757.66	\$780.50	\$803.76	\$827.72	\$852.80	\$878.42	
Hourly	\$16.83	\$17.34	\$17.85	\$18.39	\$18.94	\$19.51	\$20.09	\$20.69	\$21.32	\$21.96	

Grandfathered EO2	
2021-2021	
Annual	\$47,502.62
Weekly	\$895.60
Hourly	\$22.84

2022-2023 Wage Table
Step/Range

Mechanic, Welder												
Annual	N/A											
Weekly												
Hourly												
2022-2023		1	2	3	4	5	6	7	8	9	10	
Annual		\$40,683.76	\$41,895.36	\$43,150.64	\$44,449.08	\$45,791.20	\$47,154.12	\$48,582.56	\$50,032.32	\$51,547.08	\$53,083.68	
Weekly		\$782.38	\$805.68	\$829.82	\$854.79	\$880.60	\$906.81	\$934.28	\$962.16	\$991.29	\$1,020.84	
Hourly		\$19.56	\$20.14	\$20.75	\$21.37	\$22.01	\$22.67	\$23.36	\$24.06	\$24.78	\$25.52	

Equipment Operator I, Arborist, Bldg. Maint. Tech. I, Inventory Tech., Stock Room Attendant														
Step/Range														
Annual														
Weekly														
Hourly														
2022-2023		1	2	3	4	5	6	7	8	9	10	11		
Annual		\$38,952.58	\$40,121.15	\$41,324.79	\$42,564.53	\$43,841.47	\$45,156.71	\$46,511.41	\$47,906.76	\$49,343.96	\$50,824.28	\$52,349.00		
Weekly		\$749.09	\$771.56	\$794.71	\$818.55	\$843.11	\$868.40	\$894.45	\$921.28	\$948.92	\$977.39	\$1,006.71		
Hourly		\$18.73	\$19.29	\$19.87	\$20.46	\$21.08	\$21.71	\$22.36	\$23.03	\$23.72	\$24.43	\$25.17		

Equipment Operator II (Incl. 2nd & 3rd shift), Arborist Assistant														
Step/Range														
Annual	YEAR													
Weekly														
Hourly														
2022-2023		1	2	3	4	5	6	7	8	9	10			
Annual		\$35,706.53	\$36,795.20	\$37,876.80	\$39,013.10	\$40,183.50	\$41,389.00	\$42,630.67	\$43,909.59	\$45,226.88	\$46,583.69			
Weekly		\$686.66	\$707.60	\$728.40	\$750.25	\$772.76	\$795.94	\$819.82	\$844.42	\$869.75	\$895.84			
Hourly		\$17.17	\$17.69	\$18.21	\$18.76	\$19.32	\$19.90	\$20.50	\$21.11	\$21.74	\$22.40			

Grandfathered EO2	
2022-2023	1
Annual	\$48,452.77
Weekly	\$931.78
Hourly	\$23.29