

**AGREEMENT**  
**BETWEEN**  
**CITY OF AUBURN**  
**AND**  
**TEAMSTERS LOCAL UNION #340**

**FOR THE**  
**AUBURN PUBLIC WORKS DEPARTMENT**

*July 1, 2011 to June 30, 2014*



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# CITY OF AUBURN

## Teamsters Local Union #340

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5

**Agreement**

This agreement is entered into between the CITY OF AUBURN hereinafter referred to as the "City" and TEAMSTERS LOCAL UNION NO. 340, hereinafter referred to as the "Union".

10

**ARTICLE 1 - PREAMBLE**

Pursuant to the provisions of the Municipal Public Employee Labor Relations Act (Title 26, M.R.S.A 961-974 1969 as 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.

15

**ARTICLE 2 - RECOGNITION**

The City recognizes the Union as the sole and exclusive bargaining agent for all permanent Public Works employees in the following classifications:

20

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

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30

(No Municipal, State or federally subsidized work programs are included in this unit).

35

Temporary employees are not included in this recognition.

**ARTICLE 3 - UNION SECURITY**

Membership in the local union is not compulsory. Employees have the right to join, not to join, maintain or drop their membership in the local union as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters.

40

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

45

The first being to join as full members of the Union and be entitled by that status,



50 to participate in all Union functions, activities, and receive all benefits awarded by such membership.

55 All employees who are Union members shall, as a condition of employment, pay to the Local Union and the Local Union's regular and usual initiation fee and its regular and usual dues. For present employees, such payments shall commence thirty-one (31) days 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 State Law is altered to permit an agency shop, all employees shall, as a condition of employment, pay dues to the Union. The shop steward of the Union will issue the  
60 monthly dues receipts to the Public Works Department who will then attach the dues receipts to the paychecks of each employee.

65 The second option being not to join as full members of the union, but to have an amount equal to eighty percent (80%) of the prevailing dues, as an agency fee, deducted from their wages by the employer and forwarded to the Local Union in the same manner as are regular dues for full members. Such agency fee is for services rendered by the Union on the employees behalf, such as, but not limited to, negotiation of wages, benefits and conditions of employment, resolution of disputes arising from the bargaining agreement and protection of job security. If an employee initiates a  
70 proceeding seeking relief from, or exemption to, such agency fee, the Local Union shall continue to receive payments under this provision, however, the monies in question shall be held in escrow pending resolution. Such action for relief shall not be by method of the grievance procedure within this Agreement but by legal actions solely the responsibility of that individual employee. It is understood that the implementation of  
75 such agency fee is not contrary to existing State or Federal Statute nor is it the intention of the parties, signatory to this Agreement, to violate any employee's legal rights. The Union agrees that an audit, having been completed, justifies the amount, based on a percentage, contained herein, to be established as the applicable Agency Fee. Further, the Union agrees that at no time shall such fees, or any part thereof, be directed  
80 towards funds utilized in the internal political process of the Local Union or its affiliates.

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

90 This Fair Share provision shall not apply to any current employee who is not a member of the Union on the effective date of this Agreement (July 1, 1990); provided that it shall apply to employees who are members of the Union on the effective date of this Agreement and who thereafter become non-members.



**ARTICLE 4 - MANAGEMENT SECURITY/NO STRIKES**

95 Neither the Union, its officers or agents, nor any of the employees covered  
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  
100 purpose of inducing, influencing or coercing a change in the conditions or  
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.

105

**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 in the Unit who are Union  
110 members and who request in writing (by signed authorization cards) to have their  
regular 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  
Union Security, of this contract. 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  
115 City harmless against any and all claims, suits, orders or judgments brought or  
issued against the City as a result of any action taken or not taken by the  
department under the provisions of this Article.

120 **ARTICLE 6- MANAGEMENT RIGHTS**

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  
125 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;  
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  
130 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 and to  
change or eliminate existing methods, equipment or facilities.



135

**ARTICLE 7 - UNION ACTIVITIES**

**Section 1 - Time Off for Union Activities**

140

The employer 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 Employer 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 employer's operations due to lack of available employees.

145

**Section 2 - No Discrimination Because of Union Activities**

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

155

**Section 3 - Access to Premises**

160

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

165

**Section 4 - Bulletin Board**

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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**

175

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:



- 180 A. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement;
- B. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information have been reduced to writing.
- 185 C. Steward or Alternate shall be permitted to investigate, present and process grievances on or off the property of the employer 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.
- D. Stewards or Alternates must notify their immediate Supervisor of time needed for activities under this section.
- 190 E. Investigation, processing or presentation of grievances shall not interrupt city work activities without the prior approval of the Highway Public Works Operations Manager or his designee.

195 For those employees needing assistance in writing grievances, the 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

### 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 section, unless otherwise noted, shall be used for violations of city, state and federal laws, 205 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 210 progressive process. In each case, it shall be the discretion of the Public Works Director or his 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 or his designee may be reviewed by the 215 Labor-Management Team and may be appealed in accordance with the grievance provisions of this agreement.



220

The progressive discipline process is as follows;

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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.

230

Written Warning (Second Violation) – requires a written notice, indicating the violation and reason(s), to the employee with copies to the union steward, personnel file and Public Works Director or designee. May include referral to EAP and/or no pay for time not worked.

235

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 Steward, local union office, personnel file and Public Works Director or designee. May also include referral to EAP.

240

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, local union office, personnel file and Public Works Director or designee. May also include referral to EAP.

245

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

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### Section 2 – Loss of License

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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:

260

- 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.
- 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 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.

D. An employee who fails to immediately notify the Deputy Public Works Director, 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.

270

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.

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### Section 3– Union Representation

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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

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 local Union office within one (1) working day of issuance.

290

295

### Section 5– Wages

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.

300

### Section 6– Appeal



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

Section 7- File Review

310 Two years after an incident giving rise to discipline an employee may submit a request to the Public Works Director or his designee that the incident be purged from the employee's record. Such a request shall be reviewed by a three (3) member committee composed of the City Manager or designee, the Public Works Director 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.

320 **ARTICLE 9 - GRIEVANCE PROCEDURE**

Section 1 - Definition

325 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:

330 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 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 days.

340 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 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.

350 Step 3 - If the Public Works Director's action is not satisfactory to the  
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  
355 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 the  
employee's appeal, and submit his/her decision in writing to the employee.

360 Step 4 - If the grievance is not settled in accordance with the foregoing  
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.

365 Step 5 - If the grievance is not settled in accordance with the foregoing  
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  
370 event the parties are unable to agree upon an arbitrator within said five (5)  
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.

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  
380 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 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  
385 arbitrator, then a request for arbitration will be submitted to the Maine Labor  
Relations Board.

2 - The local Union or its authorized representative shall have the right to  
examine time sheets and any other records pertaining to the computation of  
390 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 Public Works Director.

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**

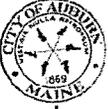
Section 1 - List and Purpose

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 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, 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.

420 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.

Section 2 - Layoff

430 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



435 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.

Section 3 - Availability

440 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.

445 Section 4 - Draft

450 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**

Section 1 - Workweek

455 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 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.

460 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 overtime at the rate of time and one-half (1 1/2) shall be paid to employees working a designated Public Works holiday, 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 employees. The City will not relieve a person of normal duties because of overtime worked, unless requested by the employee.

475



### 480 Section 2 – Summer Schedule

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  
485 agreed upon by the employee(s) involved and the Employer.

### Section 3 - Call Back

Employees called back to work shall receive a minimum of three (3) hours  
490 pay for the work which they are called back for at time and one-half (1 ½) the 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  
495 only. All other circumstances shall qualify as a "Call Back" for pay purposes. Call back minimum shall not be cumulative to hours worked, at time and one-half (1 ½), 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 taken an  
500 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.

### 505 Section 4 - Overtime

Employees may be assigned to overtime work at the discretion of the employer. Employees shall be expected to work overtime unless excused by the employer from November 15th to April 15th of each year. No employee shall be  
510 required to work, and shall be sent home if, during extended overtime situations, an 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  
515 each work area, provided the employees are qualified to perform the specific overtime work required. Daily and weekend overtime opportunities shall be accumulated on adequate records and offered overtime not worked shall be



520 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-established.

525 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 must be within the offered employee's job classification.

530 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 as follows:

535 (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; 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.

540 (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 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 Highway Supervisors or their designee.

545 **Section 5 - Rest Periods**

550 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.

555 **Section 6 - Compensation Time**

560 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 Public Works Director 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 Public Works Director or his designee).

565

### ARTICLE 12 - WAGES

#### Section 1 - Wages

570 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 2011/12, 2012/13 and 2013/14.

#### 575 Section 2 - Step Increases

Eligible employees will receive step increases in accordance with the attached wage schedule(s). In order to receive a 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, employees will be eligible for a step increase. 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

#### 585 Section 3 - 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. Employees serving in the capacity as Recycling Operator will also receive a 5% differential over their base pay. To be eligible for the 'acting pay' employees must be assigned for an entire workshift. 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.

595 Effective with the 2011/2012 winter season, the City may implement a third shift winter snow maintenance (snow picking) team. The third shift snow maintenance team will be implemented at the discretion of the City on an as needed basis. The third shift snow maintenance team may be implemented for several weeks depending on the maintenance needs, other emergency operations and other considerations. Employees assigned to work on the third shift snow removal team will receive 5% differential over their regular rate of pay. The City will first ask for volunteers to fill this assignment. If there are not enough

600



volunteers to efficiently perform the snow removal tasks, then the Deputy Public Works Director or his designee will assign additional members to the third shift team. In this case, the assignments will be made by assigning the least senior employee within the particular equipment class required for the third shift snow removal team. The third shift snow removal team is not intended to prevent the employees from receiving overtime for plowing/sanding or other emergency operations.

610 Section 4 - Cafeteria Benefit Plan

Permanent employees, covered by this Agreement, may participate in the City's Cafeteria Benefit Plan. The City will contribute \$450 per year to the Plan. Reimbursement will be made in accordance with the City's Cafeteria Benefit Plan. Employees may contribute additional funds (weekly) said funds realized from the savings in employee health insurance cost share, up to \$150 annually to the Cafeteria Benefit Plan. Employees may also contribute the 'cash' value of up to three (3) earned sick days and up to four (4) sick leave incentive days annually to the Cafeteria Benefit Plan. Said days will be computed at the employee's current hourly rate X hours of current average workday (excluding overtime). Employees may accrue the wellness incentive to a maximum of \$2,000 Current employees and terminated employees must comply with all regulations governing the Cafeteria Benefits Plan.

625 Section 5 - Performance Evaluation

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 6 – Pay for Lead Mechanic

635 The pay for the Lead Mechanic will be increased to \$1,000 per year, upon the condition that he 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 meets the conditions included in that section. If the Lead Mechanic does not obtain the certifications, the pay will remain at \$750 per year for FY 11/12. In FY 2012/13 and FY 2013/14 the \$750 per year for the Lead Mechanic will be paid on a weekly basis as a stipend in addition to the regular base wage.



645 ARTICLE 13 - HOLIDAYS

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

- |     |                |                          |
|-----|----------------|--------------------------|
| 650 | New Year's Day | Thanksgiving Day         |
|     | Memorial Day   | Day after Thanksgiving   |
|     | July 4th       | 1/2 day before Christmas |
|     | Labor Day      | Christmas Day            |

655 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.

660 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 Public Works Director 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.

ARTICLE 14 - VACATIONS

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

- |     |  |                     |
|-----|--|---------------------|
| 675 | 6 months to completion of 4 years of service | 1 day per month     |
|     | 5 to completion of 14 years of service       | 1.25 days per month |
|     | 15 to completion of 19 years of service      | 1.66 days per month |
|     | 20 or more years of service                  | 1.75 days per month |

680 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.

685 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.

690

Scheduling and/or approval of vacation leave shall be the responsibility of the Public Works Director 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.

695

Vacation utilization authorized shall not exceed the balance available to the employee by more than one (1) day. With the permission of the Public Works Director 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.

700

An employee may contribute one or more vacation days to an authorized sick bank for a Public Works co-worker. The authorized sick banks will be established according to a Public Works Department policy.

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### ARTICLE 15 - SICK LEAVE

#### Section 1 - Purpose

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It is the expectation of the employer 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.

715

#### Section 2 - Accrual and Use

720

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.

725

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.



730 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  
735 circumstances exist. Failure to call in one half-hour prior to the start of a regularly  
scheduled work shift will be cause for progressive discipline as outlined in Article 8  
- Discipline / Discharge.

740 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.

745 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.

750 The Public Works Director 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.

755 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  
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  
760 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  
two sick days per week to cover all weekly deductions including health insurance  
cost share, employee premiums for life insurance, income protection, dental  
765 insurance, cafeteria benefit plan, retirement, ICMA Loans, child support and similar  
deductions.

770 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  
insurance coverage and life insurance coverage of the employee (and the



775 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 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.

780 The Public Works Director or 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.

785 **Section 3 - Retirement and Separation**

790 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 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.  
Computation of the value of each day paid shall be determined by dividing the most  
recent weekly salary by five.

795 **Section 4 – Attendance Incentive**

800 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  
Public Works Director 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  
purposes of this section the three (3) month periods are established as follows; 1 –  
805 (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  
810 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 Public Works  
815 Director 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 Public Works Director or designee.

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**ARTICLE 16 - OTHER LEAVES**

Section 1 - State and Federal Family Leave

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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.

830

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.

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Section 2 - Leave of Absence

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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.

845

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.

850

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

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service pay, and the employee's regular pay except as hereinafter provided.

860 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  
865 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.

870 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  
875 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, father-in-law, mother-in-law, grandparents-in-law, grandchildren, and any other person living in the employee's household. Special leave may also  
880 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  
885 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.

890 Section 6 - Medical Leave

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:

- The medical leave is available for the appointments of the employee and is  
895 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.

900 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.

905 It is the responsibility of the Public Works Director or designee to insure that this benefit is not abused. Employees are required to schedule medical leave with the main office 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 office and placed in the personnel file, unless unusual circumstances exist.

### 910 Section 7 - Termination

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  
915 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  
920 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.

### Section 8 - Promotion Notice

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

## ARTICLE 17 - INSURANCE

### 930 Section 1 - Coverage

The City will make available to all employees and their dependents (as defined by the Maine Municipal Employee Health Trust) insurance under the Maine  
935 Municipal Employees Health Trust (MMEHT).

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  
940 and benefits are substantially similar to those which they are replacing.



Section 2 – Cost and Health Promotion Program

The City and the employee shall share in the cost of health insurance.

945 Effective for the duration of this contract, City and employee cost share for annual health insurance premiums will be 85% for the City’s contribution and 15% for the employee contribution.

950 In order to maintain the 15% employee contribution, the members of the bargaining unit agree to participate in a health promotion program. The Health Promotion Program will include the following components:

- 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 \$15.00 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.
- 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.
- 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.

970 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.

975 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 2010-2011                      Employee Cost Share 25%

980 Section 3 - Cost Containment

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



985 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.

### Section 4 - Terms of Insurance Policies to Govern

990 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  
995 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  
1000 obligation undertaken under this or any other Agreement.

### Section 5 - Group Term Life Insurance Plan

1005 Effective 7/1/12, 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:

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  
1010 remaining life insurance coverage, the member will not be eligible for the first  
\$40,000.
2. The City of Auburn and the participant agree to the terms and conditions of  
the MMEHT Supplemental Life Insurance Plan.

### 1015 Section 6- Payment Program for Waiving Health Insurance Coverage with the City of Auburn

Any member of the bargaining unit may elect to waive coverage in the City's  
health insurance plan. Any employee, covered by this agreement, electing to waive  
1020 full coverage or partial coverage for which he/she would otherwise be eligible shall  
be paid according to the following conditions:

a. Any employee eligible for full family coverage or single coverage and who  
elects to waive health insurance coverage shall receive an annual payment equal to  
1025 three (3) months of health insurance premiums.



1030 b. An employee who is eligible for a full family plan but opts to take either a 'single parent plan' or a 'single plan' shall receive an annual payment equal to three (3) months of the difference in premiums between the plan for which he/she is eligible and the plan which he/she opts to take.

1035 c. Employees who are married to other City (non-school) employees covered by the health insurance plan shall be eligible for an amount equal to three (3) months of insurance premiums at the single rate if he/she waives health insurance coverage with the City. The payment will be made to one or the other of the married employees, but not to both.

1040 d. Effective July 1, 2012, the annual waiver payments will be recalculated every January based upon the most recent premium adjustments. The annual payment will be divided into twelve (12) equal payments and will be paid monthly.

1045 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.

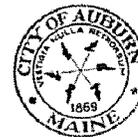
1050 f. If the new employee wishes to be reinstated on the health insurance plan or change his or her coverage from a single or a single parent plan (if he/she would otherwise be eligible for full coverage) he/she may do so as long as he or she follows the insurance carrier's requirements for evidence of insurability and portability of coverage provisions.

1055 g. If an employee is reinstated (or covered for the first time) after receiving payment for waiving health insurance coverage, then the employee shall repay the City the balance of the payment, pro-rated on a monthly basis. (This section may be eliminated effective once employees eligible for the health insurance waivers are paid on a monthly basis instead of annually.)

1060 h. In order to receive payment for waiving health insurance coverage or to be reinstated on the health insurance plan, the employee must submit written notice to the Human Resources Director. 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.

1065 i.. If an employee is currently receiving a payment for waiving health insurance coverage, then the new payment rates for waiving coverage will be implemented in the month in which the payments are normally due to the employee.

1070



**ARTICLE 18 - RETIREMENT**

1075 The City of Auburn is a participating district in the Maine State 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 at one half (1/2) pay with twenty-five (25) years of service with the attainment of age 60 or a substantially similar plan.

1080 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 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 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  
1085 I.C.M.A. 457 plan. The employee and the employer must meet all IRS and I.C.M.A. Retirement Corporation regulations in order to participate in the 401(a) and 457 Deferred Compensation plans.

1090 **ARTICLE 19 - WORKER'S COMPENSATION**

1095 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.

When an on-the-job accident occurs, the affected employee shall report it immediately to his or her direct supervisor, who in turn, shall immediately notify the department head.

1100 Medical bills, when received either by the department or the employee, are to be forwarded immediately to the Personnel Office.

1105 If the injured employee is out over three (3) days, the department must, on the 4th day, fill out the Wage Statement and forward it to the Personnel Office. If the absence is over three (3) days, an Agreement Claim Form will normally be signed by both the City and the employee.

1110 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.

1115 If the carrier denies payment or stops payment, the Personnel Office will contact the company, ascertain the reason, and contact the affected employee.

1120 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.

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 and normal pay charged to accrued sick leave. Such a choice shall be in writing.

1125 Each time the injured employee is examined by his physician, he (physician) is to provide a statement to the City as to the employee's condition and whether or not the employee 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, 1130 chiropractor, or other health practitioner to be fit to return to his or her regular job shall do so immediately.

1135 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.

1140 At the end of two years absence from the City 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 the City Manager after review of the employee's medical condition.

## 1145 ARTICLE 20 - CLOTHING

1150 In FY 2011/12, FY 2012/13 and FY 2013/14 the City will provide each member of the bargaining unit \$100 toward the purchase of a City approved list of uniform short-sleeved tee shirts, long-sleeved tee shirts and/or hooded sweatshirts. The \$100 uniform purchase will be supplemented by a clothing allowance of \$470 toward the purchase of other work-related clothing and footwear.

1155 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.

1160

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 \$250, when the employee has a new prescription. A second pair of tinted glasses, not to exceed \$250 will be allowed if job conditions warrant.

1165

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.

1170

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.

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### 1180 **ARTICLE 21 - DEFECTIVE EQUIPMENT AND DANGEROUS CONDITIONS**

The employer 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.

1185

Employees shall immediately, or at the end of their shift, report all defects 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 employer 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 department foreman or his designee.

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

1195



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

1200

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 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.

1205

**ARTICLE 22 - NONDISCRIMINATION**

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In accordance with applicable law, the City and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment, job assignment or promotion because of such individual's race, color, religion, sex, sexual orientation, national origin, disability or age nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, sexual orientation, national origin, disability or age.

1215

**ARTICLE 23 - MISCELLANEOUS PROVISIONS**

1220

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

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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.

1230

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.

1235

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.

1240



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.

1245

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 Highway Operations Manager or his designee shall be final.

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**ARTICLE 24 - SUBCONTRACTING**

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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:

1260

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

1265

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;

1270

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.

1275

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:

1280

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



1285 2. the City of Auburn resumes the performance of the work formerly performed by the contractor;

1290 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;

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

1295 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 signify his intention of returning to work to the Director of Public Works. 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 signifies to the Director of Public Works his 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.

1305 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 25 - TRAINING**

1310 Section 1 - Purpose

1315 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. The Employer shall make a good faith effort to implement and provide a training program. The objective of the Employer in providing such training is to present to its employees reasonable opportunity for self-improvement and advancement within the Department.

Section 2 - Educational Opportunities

1325 City will maintain reimbursement for educational credits as outlined in the Administrative Manual, unless otherwise specified herein.



1330 To provide for increased educational opportunities for mechanics, arborist 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:

1335 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;

1340 3. 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.

1345 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

1350 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 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

1360 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;

- 1365 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 Public Works Director will render the final determination.
- c. Employees must show proof of valid certification and/or license (annually)



- 1370 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.
- 1375 e. Employees must complete their probationary period before being eligible for any bonus.
- f. Each annual bonus will be paid in January.

For each State of Maine license/endorsement (listed below), earned and maintained, the employee shall receive a \$100 annual bonus.

1380 Class A License (State of Maine) – only Equipment Operator II, Equipment Operator and Maintenance Person positions.

1385 Class B License (State of Maine) – only Maintenance Person and Traffic Technician II positions.

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

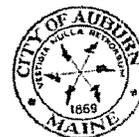
1390 Tanker Endorsement (State of Maine) - current employees (see attached list) who possess a valid tanker endorsement will be 'grandfathered' to receive the annual bonus. Said employees will continue to receive the bonus so long as they maintain the certification and are employed by the department. Any new employee who is employed by the city and possesses a valid tanker endorsement will not be eligible for the bonus. 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).

1405 Emergency Medical Technician (State of Maine) – any employee.

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

1410 Structural Welding Certification – equals one annual bonus.  
Pipe Welding Certification – equals one annual bonus.  
MIG/TIG Welding Certification – equals one annual bonus.

For each three (3) ASE certifications earned and maintained each Mechanic



shall receive a \$250 annual bonus.

1415

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.

1420

**ARTICLE 26 - SEPARABILITY AND SAVINGS CLAUSE**

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.

1425

1430

**ARTICLE 27 - ACTIVE AGREEMENT**

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.

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**ARTICLE 28 - LABOR-MANAGEMENT TEAM**

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 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) representatives to the team and other members as may be needed for individual issues and/or subcommittees.

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Annually, the team shall develop a Workplan (incorporated herein by reference) for the department. The Workplan will be developed to identify and



# CITY OF AUBURN

## Teamsters Local Union #340

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.

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### ARTICLE 29 - DURATION

This Agreement shall be in full force and effect from July 1, 2011 to June 30, 2014 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. In witness thereof, the undersigned have caused this Agreement to be executed.

1470 **FOR THE EMPLOYER:**  
CITY OF AUBURN

**FOR THE UNION:**  
TEAMSTERS LOCAL UNION NO. 340

1475 \_\_\_\_\_  
Glenn E. Aho, City Manager

\_\_\_\_\_  
Kenneth Eaton, President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Carl Guignard, Secretary/Treasurer

1480 \_\_\_\_\_  
Daniel Walsh, Business Agent

1485 \_\_\_\_\_  
Bruce Clark, Steward

1490 Dated: September \_\_\_\_, 2011

Dated: September \_\_\_\_, 2011



Attachment A

1495

Auburn Public Works Department

Tanker Endorsements (as of July 1, 2003)

1500

Rick Clark  
Mike Cohen  
David Knox  
Alan Kolln  
David Lane  
Chuck Neal  
Ed Nemethy  
Donald Sjostrom  
Alan Spencer

1505

1510

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1520

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Public Works Department  
Position Wage and Classification Scale  
7/1/11-6/30/12

Step / Range	<u>1</u> (Probationary)	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>
A1 Mechanic, Welder	Advancement for all wage progression based upon successful completion of performance evaluation										
Annual Weekly Hourly	\$29,784.98 \$572.79 \$14.32	\$30,680.83 \$590.02 \$14.75	\$31,598.74 \$607.67 \$15.19	\$32,538.27 \$625.74 \$15.64	\$33,521.70 \$644.65 \$16.12	\$34,526.96 \$663.98 \$16.60	\$35,575.90 \$684.15 \$17.10	\$36,603.01 \$703.90 \$17.60	\$37,695.63 \$724.92 \$18.12	\$38,853.78 \$747.19 \$18.68	\$40,011.71 \$769.46 \$19.24
<b>A</b>	<b>Equipment Operator I, Arborist, Bldg. Maint. Technician I, Inventory Technician, Stock Room Attendant.</b>										
Annual Weekly Hourly	\$28,364.54 \$545.47 \$13.64	\$29,216.72 \$561.86 \$14.05	\$30,090.94 \$578.67 \$14.47	\$30,986.80 \$595.90 \$14.90	\$31,926.54 \$613.97 \$15.35	\$32,887.92 \$632.46 \$15.81	\$33,871.34 \$651.37 \$16.28	\$34,854.77 \$670.28 \$16.76	\$35,903.71 \$690.46 \$17.26	\$37,000.70 \$711.55 \$17.79	\$38,110.80 \$732.90 \$18.32
<b>B</b>	<b>Equipment Operator II (incl. 2nd &amp; 3rd shift), Arborist Assistant</b>										
Annual Weekly Hourly	\$27,009.63 \$519.42 \$12.99	\$27,818.13 \$534.96 \$13.37	\$28,648.67 \$550.94 \$13.77	\$29,500.85 \$567.32 \$14.18	\$30,396.70 \$584.55 \$14.61	\$31,314.61 \$602.20 \$15.06	\$32,254.35 \$620.28 \$15.51	\$33,215.73 \$638.76 \$15.97	\$34,220.99 \$658.10 \$16.45	\$35,248.10 \$677.85 \$16.95	\$36,296.83 \$698.02 \$17.45
<b>C</b>	<b>Recycling Operator</b>										
Annual Weekly Hourly	\$25,698.61 \$494.20 \$12.36	\$26,485.26 \$509.33 \$12.73	\$27,271.92 \$524.46 \$13.11	\$28,080.42 \$540.01 \$13.50	\$28,954.64 \$556.82 \$13.92	\$29,828.66 \$573.63 \$14.34	\$30,724.51 \$590.86 \$14.77	\$31,620.58 \$608.09 \$15.20	\$32,560.11 \$626.16 \$15.65	\$33,543.54 \$645.07 \$16.13	
<b>D</b>	<b>Equipment Operator</b>										
Annual Weekly Hourly	\$24,518.42 \$471.51 \$11.79	\$25,239.55 \$485.38 \$12.13	\$26,004.37 \$500.08 \$12.50	\$26,791.23 \$515.22 \$12.88	\$27,577.89 \$530.34 \$13.26	\$28,408.22 \$546.31 \$13.66	\$29,260.40 \$562.70 \$14.07	\$30,134.62 \$579.51 \$14.49	\$31,008.64 \$596.32 \$14.91	\$31,948.38 \$614.39 \$15.36	
<b>E</b>	<b>Building Maintenance Technician II</b>										
Annual Weekly Hourly	\$23,316.59 \$448.40 \$11.21	\$24,037.73 \$462.26 \$11.56	\$24,758.86 \$476.13 \$11.90	\$25,501.84 \$490.42 \$12.26	\$26,266.66 \$505.13 \$12.63	\$27,053.31 \$520.26 \$13.01	\$27,862.02 \$535.81 \$13.40	\$28,692.35 \$551.78 \$13.79	\$29,564.91 \$568.56 \$14.21		

- Notes:**
- 2% Cost of living increase applied to all steps and ranges on July 1, 2011
  - Upon successful completion of performance review - employee will move up one(1) step on their employment anniversary or on anniversary date of most recent promotion.
  - All employees will progress in accordance with step schedule.
  - Employees promoted from one pay grade to another will receive the starting pay for each grade promoted closest to a 5% increase over their current rate. No promotion will result in an increase greater than 11% when promoted more than one paygrade.
  - Mechanic Leadperson will receive an annual stipend of \$750.00. An additional \$250 Stipend will be earned upon the successful completion of six (6) ASE Certifications.
  - 5% between ranges and 3% between steps
  - Effective 7/1/11 the pay range C is eliminated. Employees assigned to the Recycling Operation will receive 5% over their base hourly wage.

Public Works Department  
Position Wage and Classification Scale  
07/01/2012-06/30/2013

8/14/2013

Step / Range	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>
<u>A1</u>	Mechanic, Welder										
	Advancement for all wage progression based upon successful completion of performance evaluation										
Annual	\$30,380.69	\$31,294.43	\$32,230.64	\$33,189.10	\$34,192.08	\$35,217.52	\$36,287.47	\$37,335.17	\$38,449.63	\$39,630.86	\$40,811.89
Weekly	\$584.24	\$601.82	\$619.82	\$638.25	\$657.54	\$677.26	\$697.84	\$717.98	\$739.42	\$762.13	\$784.84
Hourly	\$14.61	\$15.05	\$15.50	\$15.96	\$16.44	\$16.93	\$17.45	\$17.95	\$18.49	\$19.05	\$19.62
<u>A</u>	<i>Equipment Operator I, Arborist, Bldg. Maint. Technician I, Inventory Technician, Stock Room Attendant.</i>										
Annual	\$28,931.76	\$29,800.99	\$30,692.69	\$31,606.64	\$32,565.10	\$33,545.62	\$34,548.80	\$35,551.78	\$36,621.73	\$37,740.77	\$38,873.12
Weekly	\$556.38	\$573.10	\$590.24	\$607.82	\$626.25	\$645.11	\$664.40	\$683.69	\$704.26	\$725.78	\$747.56
Hourly	\$13.91	\$14.33	\$14.76	\$15.20	\$15.66	\$16.13	\$16.61	\$17.09	\$17.61	\$18.14	\$18.69
<u>B</u>	<i>Equipment Operator II (incl. 2nd &amp; 3rd shift), Arborist Assistant</i>										
Annual	\$27,549.81	\$28,374.53	\$29,221.71	\$30,090.94	\$31,004.69	\$31,940.90	\$32,899.36	\$33,880.08	\$34,905.31	\$35,953.01	\$37,022.75
Weekly	\$529.80	\$545.66	\$561.96	\$578.67	\$596.24	\$614.25	\$632.68	\$651.54	\$671.26	\$691.40	\$711.98
Hourly	\$13.25	\$13.64	\$14.05	\$14.47	\$14.91	\$15.36	\$15.82	\$16.29	\$16.78	\$17.29	\$17.80
<u>C</u>	<i>Recycling Operator</i>										
Annual	\$26,212.58	\$27,015.04	\$27,817.30	\$28,642.02	\$29,533.71	\$30,425.20	\$31,338.94	\$32,252.90	\$33,560.11	\$33,543.54	
Weekly	\$504.09	\$519.52	\$534.95	\$550.81	\$567.96	\$585.10	\$602.67	\$620.25	\$626.16	\$645.07	
Hourly	\$12.60	\$12.99	\$13.37	\$13.77	\$14.20	\$14.63	\$15.07	\$15.51	\$15.65	\$16.13	
<u>D</u>	<i>Equipment Operator</i>										
Annual	\$25,008.88	\$25,744.37	\$26,524.37	\$27,327.04	\$28,129.50	\$28,976.48	\$29,845.71	\$30,737.41	\$31,628.90	\$32,587.36	
Weekly	\$480.94	\$495.08	\$510.08	\$525.52	\$540.95	\$557.24	\$573.96	\$591.10	\$608.25	\$626.68	
Hourly	\$12.02	\$12.38	\$12.75	\$13.14	\$13.52	\$13.93	\$14.35	\$14.78	\$15.21	\$15.67	
<u>E</u>	<i>Building Maintenance Technician II</i>										
Annual	\$23,782.93	\$24,518.42	\$25,254.11	\$26,011.86	\$26,792.06	\$27,594.32	\$28,419.25	\$29,266.22	\$30,156.26		
Weekly	\$457.36	\$471.51	\$485.66	\$500.23	\$515.23	\$530.66	\$546.52	\$562.81	\$579.93		
Hourly	\$11.43	\$11.79	\$12.14	\$12.51	\$12.88	\$13.27	\$13.66	\$14.07	\$14.50		

- Notes:**
- 2% Cost of living increase applied to all steps and ranges on July 1, 2012
  - Upon successful completion of performance review - employee will move up one(1) step on their employment anniversary date or anniversary date of most recent promotion.date
  - All employees will progress in accordance with step schedule.
  - Employees promoted from one pay grade to another will receive the starting pay for each grade promoted closest to a 5% increase over their current rate. No promotion will result in an increase greater than 11% when promoted more than one paygrade.
  - Mechanic Leadperson will receive an annual stipend of \$750.00. An additional \$250 Stipend will be earned upon the successful completion of six (6) ASE Certifications. Effective 7/1/12 the stipend will be paid in 52 weekly installments.
  - 5% between ranges and 3% between steps
  - Effective 7/1/11 Range C is eliminated. Employees assigned to the recycling operation will be paid 5% over their base hourly wage.

Public Works Department  
Position Wage and Classification Scale  
07/01/2013-06/30/2014

Step / Range	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>
(Probationary)	Advancement for all wage progression based upon successful completion of performance evaluation										
<b>A1</b> Mechanic, Welder											
Annual	\$30,988.26	\$31,920.30	\$32,875.23	\$33,852.83	\$34,875.98	\$35,921.81	\$37,013.18	\$38,081.89	\$39,218.61	\$40,423.55	\$41,628.08
Weekly	\$595.93	\$613.85	\$632.22	\$651.02	\$670.69	\$690.80	\$711.79	\$732.34	\$754.20	\$777.38	\$800.54
Hourly	\$14.90	\$15.35	\$15.81	\$16.28	\$16.77	\$17.27	\$17.79	\$18.31	\$18.86	\$19.43	\$20.01
<b>A</b>	<b>Equipment Operator I, Arborist, Bldg. Maint. Technician I, Inventory Technician, Stock Room Attendant.</b>										
Annual	\$29,510.42	\$30,396.91	\$31,306.50	\$32,238.75	\$33,216.35	\$34,216.62	\$35,239.78	\$36,262.72	\$37,354.10	\$38,495.60	\$39,650.62
Weekly	\$567.51	\$584.56	\$602.05	\$619.98	\$638.78	\$658.01	\$677.69	\$697.36	\$718.35	\$740.30	\$762.51
Hourly	\$14.19	\$14.61	\$15.05	\$15.50	\$15.97	\$16.45	\$16.94	\$17.43	\$17.96	\$18.51	\$19.06
<b>B</b>	<b>Equipment Operator II (incl. 2nd &amp; 3rd shift), Arborist Assistant</b>										
Annual	\$28,100.80	\$28,941.95	\$29,806.19	\$30,692.69	\$31,624.74	\$32,579.66	\$33,557.26	\$34,557.74	\$35,603.36	\$36,672.06	\$37,763.23
Weekly	\$540.40	\$556.58	\$573.20	\$590.24	\$608.17	\$626.53	\$645.33	\$664.57	\$684.68	\$705.23	\$726.22
Hourly	\$13.51	\$13.91	\$14.33	\$14.76	\$15.20	\$15.66	\$16.13	\$16.61	\$17.12	\$17.63	\$18.16
<b>C</b>	<b>Recycling Operator</b>										
Annual	\$26,736.74	\$27,555.42	\$28,373.70	\$29,214.85	\$30,124.43	\$31,033.81	\$31,965.65	\$32,897.90	\$33,875.50	\$34,898.66	
Weekly	\$514.17	\$529.91	\$545.65	\$561.82	\$579.32	\$596.80	\$614.72	\$632.65	\$651.45	\$671.13	
Hourly	\$12.85	\$13.25	\$13.64	\$14.05	\$14.48	\$14.92	\$15.37	\$15.82	\$16.29	\$16.78	
<b>D</b>	<b>Equipment Operator</b>										
Annual	\$25,509.12	\$26,259.17	\$27,054.77	\$27,873.66	\$28,692.14	\$29,555.97	\$30,442.67	\$31,352.26	\$32,261.42	\$33,239.02	
Weekly	\$490.56	\$504.98	\$520.28	\$536.03	\$551.77	\$568.38	\$585.44	\$602.93	\$620.41	\$639.21	
Hourly	\$12.26	\$12.62	\$13.01	\$13.40	\$13.79	\$14.21	\$14.64	\$15.07	\$15.51	\$15.98	
<b>E</b>	<b>Building Maintenance Technician II</b>										
Annual	\$24,258.62	\$25,008.88	\$25,759.14	\$26,532.06	\$27,327.87	\$28,146.14	\$28,987.71	\$29,851.54	\$30,759.46		
Weekly	\$466.51	\$480.94	\$495.37	\$510.23	\$525.54	\$541.27	\$557.46	\$574.07	\$591.53		
Hourly	\$11.66	\$12.02	\$12.38	\$12.76	\$13.14	\$13.53	\$13.94	\$14.35	\$14.79		

- 2% Cost of living increase applied to all steps and ranges on July 1, 2013
- Upon successful completion of performance review - employee will move up one(1) step on their employment anniversary date or anniversary date of most recent promotion.date
- All employees will progress in accordance with step schedule.
- Employees promoted from one pay grade to another will receive the starting pay for each grade promoted closest to a 5% increase over their current rate. No promotion will result in an increase greater than 11% when promoted more than one paygrade.
- Mechanic Leadperson will receive an annual stipend of \$750.00. An additional \$250 Stipend will be earned upon the successful completion of six (6) ASE Certifications. Effective 7/1/12 the stipend will be paid in 52 weekly installments.
- 5% between ranges and 3% between steps
- Effective 7/1/11 Range C is eliminated. Employees assigned to the recycling operation will be paid 5% over their base hourly wage.