

AGREEMENT
BETWEEN
CITY OF AUBURN
AND
TEAMSTERS LOCAL UNION #340

FOR THE
AUBURN PUBLIC SERVICES DEPARTMENT

July 1, 2014 to June 30, 2017



Table of Contents

ARTICLE 1 - PREAMBLE	1
ARTICLE 2 - RECOGNITION	1
ARTICLE 3 - UNION SECURITY.....	1
ARTICLE 4 - MANAGEMENT SECURITY/NO STRIKES	3
ARTICLE 5 - CHECK-OFF	3
ARTICLE 6- MANAGEMENT RIGHTS	3
ARTICLE 7 - UNION ACTIVITIES.....	4
SECTION 1 - TIME OFF FOR UNION ACTIVITIES	4
SECTION 2 - NO DISCRIMINATION BECAUSE OF UNION ACTIVITIES	4
SECTION 3 - ACCESS TO PREMISES	4
SECTION 4 - BULLETIN BOARD	4
SECTION 5 - SHOP STEWARDS.....	4
ARTICLE 8 - DISCHARGE OR SUSPENSION	5
SECTION 1 -- PROGRESSIVE DISCIPLINE.....	5
SECTION 2 -- LOSS OF LICENSE	
SECTION 3 -- UNION REPRESENTATION	7
SECTION 4 -- SUSPENSION AND DISCHARGE	7
SECTION 5 -- WAGES	7
SECTION 6 -- APPEAL.....	7
SECTION 7 -- FILE REVIEW	8
ARTICLE 9 - GRIEVANCE PROCEDURE.....	8
SECTION 1 - DEFINITION	8
ARTICLE 10 - SENIORITY	10
SECTION 1 - LIST AND PURPOSE.....	10
SECTION 2 - LAYOFF	10
SECTION 3 - AVAILABILITY	11
SECTION 4 - DRAFT.....	11
ARTICLE 11 - HOURS OF WORK	11
SECTION 1 - WORKWEEK	11
SECTION 2 -- SUMMER SCHEDULE	
SECTION 3 - CALL BACK	12
SECTION 4 - OVERTIME	12
SECTION 5 - REST PERIODS	13



CITY OF AUBURN

Teamsters Local Union #340

SECTION 6 – COMPENSATION TIME	13
ARTICLE 12 - WAGES	13
SECTION 1 - WAGES	13
SECTION 2 - STEP INCREASES	14
SECTION 3 - ACTING PAY	14
SECTION 4 - CAFETERIA BENEFIT PLAN	14
SECTION 5 - PERFORMANCE EVALUATION	15
SECTION 6 – PAY FOR LEAD MECHANIC	15
ARTICLE 13 - HOLIDAYS	15
ARTICLE 14 - VACATIONS	16
ARTICLE 15 - SICK LEAVE	17
SECTION 1 - PURPOSE	17
SECTION 2 - ACCRUAL AND USE	17
SECTION 3 - RETIREMENT AND SEPARATION	19
SECTION 4 – ATTENDANCE INCENTIVE	19
ARTICLE 16 - OTHER LEAVES	19
SECTION 1 - STATE AND FEDERAL FAMILY LEAVE	19
SECTION 2 - LEAVE OF ABSENCE	20
SECTION 3 - MILITARY LEAVE	20
SECTION 4 - JURY DUTY	20
SECTION 5 - FUNERAL LEAVE	21
SECTION 6 - MEDICAL LEAVE	21
SECTION 7 - TERMINATION	21
SECTION 8 – PROMOTION NOTICE	22
ARTICLE 17 - INSURANCE	22
SECTION 1 - COVERAGE	22
SECTION 2 – COST AND HEALTH PROMOTION PROGRAM	22
SECTION 3 - COST CONTAINMENT	23
SECTION 4 - TERMS OF INSURANCE POLICIES TO GOVERN	23
SECTION 5 - GROUP TERM LIFE INSURANCE PLAN	24
SECTION 6 - PAYMENT PROGRAM FOR WAIVING HEALTH INSURANCE COVERAGE WITH THE CITY OF AUBURN	24
SECTION 7 - HEALTH REIMBURSEMENT ACCOUNT	
ARTICLE 18 - RETIREMENT	26
ARTICLE 19 - WORKER'S COMPENSATION	26
ARTICLE 20 - CLOTHING	27

CITY OF AUBURN

Teamsters Local Union #340



ARTICLE 21 - MISCELLANEOUS PROVISIONS.....	29
ARTICLE 22 - SUBCONTRACTING	30
ARTICLE 23 - TRAINING.....	31
SECTION 1 - PURPOSE.....	31
SECTION 2 - EDUCATIONAL OPPORTUNITIES	31
SECTION 3 - COMMERCIAL DRIVERS LICENSE.....	32
SECTION 4 - ADDITIONAL CERTIFICATIONS	32
ARTICLE 24 - SEPARABILITY AND SAVINGS CLAUSE	34
ARTICLE 25 - ACTIVE AGREEMENT.....	34
ARTICLE 26 - LABOR-MANAGEMENT TEAM.....	34
ARTICLE 27 - DURATION	34
ATTACHMENT -- TANKER ENDORSEMENT	
ATTACHMENT -- FY 2015 Wage Scale	
FY 2016 Wage Scale	
FY 2017 Wage Scale	

G

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".

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.

ARTICLE 2 - RECOGNITION

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

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

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

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.

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

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

CITY OF AUBURN

Teamsters Local Union #340



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

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 monthly dues receipts to the Public Services Department who will then attach the dues receipts to the paychecks of each employee.

The second option being not to join as full members of the union, 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 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 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 towards funds utilized in the internal political process of the Local Union or its affiliates.

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.

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
145 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.

Section 2 - No Discrimination Because of Union Activities

150 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 Services Operations
Manager. The Public Services Operations Manager or his designee shall be given
prior notification of authorized agent's visits.

165

Section 4 - Bulletin Board

170 The City agrees to provide suitable space for and maintain a bulletin board at
the Public Services 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:



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.

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.

E. Investigation, processing or presentation of grievances shall not interrupt city work activities without the prior approval of the Highway Public Services Operations Manager or his designee.

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

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, city policies and procedures and department policies, practices and procedures. Certain violations, such as but not limited to violations of law, negligence, repeated offenses and violation of safety policies and/or safe work practices and loss of license as outlined in Section 2 may warrant discipline not in accordance with the progressive process. In each case, it shall be the discretion of the Public Services 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 Labor-Management Team and may be appealed in accordance with the grievance provisions of this agreement.



220

The progressive discipline process is as follows;

225

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 Services 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 Services 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 Services 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 Services Director, indicating the reason(s) and date of termination, to the employee with copies to the Union Steward, local union office and personnel file.

250 Section 2 – Loss of License

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

255

A. An employee who loses his/her license for up to 120 days will immediately be taken out of his/her regular position and will be placed in a job that will accommodate the loss of license. The employee will receive loss of pay by stepping down one step in his/her respective range until the license is restored.

260

B. An employee who loses his/her license for more than 120 days will be terminated. Before the employee is terminated, the City will hold a pre-



CITY OF AUBURN

Teamsters Local Union #340

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.

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 Services 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 Services management that his/her license is under review for possible suspension or revocation will receive a 5-day suspension without pay.

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.

Section 3– Union Representation

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

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.

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.

Section 6– Appeal

CITY OF AUBURN

Teamsters Local Union #340



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 Services 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 Services Director or his designee and Union Steward. In considering whether to
315 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 Services Operations Manager or Deputy Public Services Director. The purpose of the
335 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 Services Director or his designee in writing within ten (10) working days of the date of the Step 1 meeting documentation. The Public Services Director or his designee shall
345 attempt to resolve or settle the dispute promptly and shall submit a written report of his action to the employee within ten (10) working days of its



CITY OF AUBURN

Teamsters Local Union #340

presentation.

350 Step 3 - If the Public Services 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 at the City Manager's level (step 3),
the Union may refer the grievance to binding arbitration within ten (10)
calendar days after receipt of the City Manager's decision. The parties shall
attempt to agree upon an arbitrator within five (5) calendar days after receipt
of notice of referral and in the event the parties are unable to agree upon an
365 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, and other party a fourth name, and the
370 remaining person shall be the arbitrator. The order of striking shall be
determined by a coin toss.

375 1 - The arbitrator shall be notified jointly by the parties of his/her selection
and shall be requested to set a time and place for the hearing, subject to the
availability of Union and City representatives. The arbitrator shall submit his/her
decision in writing within thirty (30) calendar days following the close of the
380 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
arbitrator, then a request for arbitration will be submitted to the Maine Labor
Relations Board.

385 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
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 Services Director.

390 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.



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

395 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.

400 **ARTICLE 10 - SENIORITY**

Section 1 - List and Purpose

405 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.

410 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.

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

Section 2 - Layoff

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



Section 3 - Availability

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

Section 4 - Draft

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

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.

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 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.

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

CITY OF AUBURN

Teamsters Local Union #340



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

Section 3 - Call Back

480 Employees called back to work shall receive a minimum of three (3) hours
pay for the work which they are called back for at time and one-half (1 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,
485 may choose to do so and receive 1 1/2 times the regular rate for hours worked
only. All other circumstances shall qualify as a "Call Back" for pay purposes. Call
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
490 conditions) for response to a call back. If an employee is found to have taken an
unreasonable period of time to report for a call back, except for unusual
circumstances, then the employee shall be compensated only for the hours actually
worked. The reasonableness of the response time shall be reviewed by the
supervisor and the union prior to the withholding of minimum call back pay.

Section 4 - Overtime

Employees may be assigned to overtime work at the discretion of the
employer. Employees shall be expected to work overtime unless excused by the
500 employer from November 15th to April 15th of each year. No employee shall be
required to work, and shall be sent home if, during extended overtime situations,
an 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
505 offered as equally as practicable among the employees in each job classification in
each work area, provided the employees are qualified to perform the specific
overtime work required. Daily and weekend overtime opportunities shall be
accumulated on adequate records and offered overtime not worked shall be
considered as worked in maintaining these records. If an employee established that
510 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.

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
515 versa for the third shift person. All such overtime opportunities must be within the
offered employee's job classification.

Employees who have been called back to emergency work between the



CITY OF AUBURN

Teamsters Local Union #340

520 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:

525 (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.

530 (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
535 at the discretion of the Public Services Supervisors or their designee.

Section 5 - Rest Periods

540 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.

545 Section 6 - Compensation Time

550 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 Services 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 Services Director or his designee).

555

ARTICLE 12 - WAGES

Section 1 - Wages

560 The permanent employees of the Public Services Department who are

CITY OF AUBURN

Teamsters Local Union #340



members of the bargaining unit shall be paid in accordance with the attached wage and position classification schedules by respective fiscal years 2015, 2016, 2017. The COLA for FY 2015 will be effective as of the date of the signing of the contract, with no retroactivity. All members of the bargaining unit will receive a \$500 signing bonus in lieu of retroactive wages for FY 15.

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.

Effective on 7/1/15, the entry step of each pay range will be dropped. Employees on the entry step of the range will move up to the second step of their respective pay range.

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 at least four (4) hours in the eight (8) hour shift. The provisions of this section shall not apply when an employee has not been assigned to the higher position or for bona-fide training, mandatory or voluntary.

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

Section 4 - Cafeteria Benefit Plan

Permanent employees, covered by this Agreement, may participate in the City's Cafeteria Benefit Plan. The City will contribute \$800 per year to the Plan in FY 2016 and 2017 for those employees who enroll in the PPO 500 Health Insurance plan. Employees who remain in the POS C Plan will receive an employer



CITY OF AUBURN

Teamsters Local Union #340

605 contribution to the Cafeteria Benefit Plan in the amount of \$450 per year.
Reimbursement will be made in accordance with the City's 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
610 current average workday (excluding overtime). Employees may contribute through
payroll deduction additional funds into the Cafeteria Benefit Plan, including savings
from changing to the PPO 500 Plan as long as the total funds in the plan (employer
contributions, employee contributions and sick leave and sick leave incentive days
conversion) does not exceed a maximum of \$2,000. Current employees and
615 terminated employees must comply with all regulations governing the Cafeteria
Benefits Plan.

Section 5 - Performance Evaluation

620 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.

625 Section 6 – Pay for Lead Mechanic

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
630 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. The Lead Mechanic pay will be
paid on a weekly basis as a stipend in addition to the regular base wage.

635

ARTICLE 13 - HOLIDAYS

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

640

New Year's Day

Thanksgiving Day

Memorial Day

Day after Thanksgiving

July 4th

1/2 day before Christmas

Labor Day

Christmas Day

645 Effective 7/1/15 Veterans Day will be added to the list of paid holidays
observed by the members of the bargaining unit.

CITY OF AUBURN

Teamsters Local Union #340



650 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.

655 In addition, all employees in the bargaining unit will be entitled to five (5) individual floating holidays per contract year. In FY 2015, members of the bargaining unit will receive six (6) floating holidays. In FY 2016, the number of holidays will revert to five (5) per contract year and members of the bargaining unit will receive an additional paid holidays (Veterans Day). 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 Services Director or
660 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

665

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

670	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

675 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
680 exceed a total accumulation of thirty (30) days or six (6) workweeks. Accumulated vacation leave, subject to the maximum allowed, shall be paid to an employee upon separation after six months employment or upon death, with no minimum employment, to his or her beneficiary. The payment shall be made in one lump sum. Computation of the value of each day paid shall be determined by
685 dividing the most recent weekly salary by five.

690 Scheduling and/or approval of vacation leave shall be the responsibility of the Public Services 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



CITY OF AUBURN

Teamsters Local Union #340

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 Services 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 Services co-worker. The authorized sick banks will be established according to a Public Services Department policy.

ARTICLE 15 - SICK LEAVE

705 Section 1 - Purpose

710 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.

Section 2 - Accrual and Use

715 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.

720 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.

725 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
730 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.

CITY OF AUBURN

Teamsters Local Union #340



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.

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.

The Public Services 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.

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 first month of absence. The employee must notify the Public Services 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 insurance, cafeteria benefit plan, retirement, ICMA Loans, child support and similar deductions.

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 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.

The Public Services Director or designee, in the use of reasonable judgment,



CITY OF AUBURN

Teamsters Local Union #340

may also require an employee to undergo a medical examination, if the employee's physical and/or emotional condition is affecting his/her health, safety, job performance or well being. These examinations will not be unreasonably requested.

Section 3 - Retirement and Separation

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

Section 4 - Attendance Incentive

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 Services 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 - (July, August, September), 2 - (October, November, December), 3 - (January, February, March), 4 - (April, May, June). Use of sick leave for any reason (except as noted below) during any three (3) month period will deem the employee ineligible for the incentive for that period. It shall be the employee's responsibility to notify the department of his/her eligibility for this incentive. Upon earning an attendance incentive day an employee must elect to add the day to his/her accumulated vacation leave or to have the current value (employee's current hourly wage x current work day hours) of the day placed into the employee's Cafeteria Benefit Plan for use in the next plan year which begins on 7/1. The value of the Cafeteria Benefit Plan may not exceed the limit noted in Article 11, Section 4. Any earned vacation days shall be scheduled at the discretion of the Public Services 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 Services Director or designee.

ARTICLE 16 - OTHER LEAVES

Section 1 - State and Federal Family Leave

The City will comply with all provisions of the State and Federal Family

CITY OF AUBURN

Teamsters Local Union #340



820 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.

825

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.

830

Section 2 - Leave of Absence

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

840

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.

845 Section 3 - Military Leave

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

850

Section 4 - Jury Duty

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

855

860



Section 5 - Funeral Leave

865

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

Section 6 - Medical Leave

885 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 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.

895 Medical appointments that exceed the 4 hour limit or which are in excess of 20 hours in the fiscal year will be charged against the employee's sick leave accrual, or if the sick leave is exhausted, against vacation or at no pay. It is the responsibility of the Public Services 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.

Section 7 - Termination

905 An employee who is absent from employment for any reason, excluding

CITY OF AUBURN

Teamsters Local Union #340



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

Section 8 – Promotion Notice

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

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 Municipal Employees Health Trust (MMEHT). Effective with the signing of this contract, employees opting for health insurance coverage with the City of Auburn may participate in the PPO 500 Plan or the POS C Plan.

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

Section 2 – Cost and Health Promotion Program

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

In order to maintain the 15% employee contribution (or 30% if in the POS C



CITY OF AUBURN

Teamsters Local Union #340

Plan), the members of the bargaining unit agree to participate in a health promotion program. The Health Promotion Program will include the following components:

- 950 • 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.
- 955 • 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.
- 960 • 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.

965 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
970 cost share shall be adjusted upon notification and billing by the insurance carrier.

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:

975 FY 2015-2017 Employee Cost Share 25% (40% of in the POS C Plan)

Section 3 - Cost Containment

980 The City reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admission except in emergency situations, and
985 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

CITY OF AUBURN

Teamsters Local Union #340



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

1000 Section 5 - Group Term Life Insurance Plan

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 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.

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 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, single parent coverage or single coverage and who elects to waive health insurance coverage shall receive an annual payment equal to three (3) months of health insurance premiums at the POS C insurance rates in effect as of 1/1/14. The health insurance waiver payments are fixed at these rates for the duration of this agreement

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 POS C Plan premiums effective 1/1/14 between the plan for which he/she is eligible and the plan which he/she opts to take.

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)



CITY OF AUBURN

Teamsters Local Union #340

1035 months of POS C Plan insurance premiums effective 1/1/14 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.

d. The annual payment will be divided into twelve (12) equal payments and will be paid monthly.

1040 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.

1045 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.

1050

1055 g. 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.

1060

Section 7 – Health Reimbursement Account (HRA)

1065 The City of Auburn will implement a Health Reimbursement Account for each employee participating in the PPO 500 Plan through MMEHT. The City will provide 50% of the plan deductibles and co-insurance (\$750 for single subscriber and \$1500 for family and single parent subscribers) for FY 2016 and 2017. The HRA will be pro-rated by to \$375 for single subscriber and \$750 for family and single parent subscribers for FY 2015.

1070

The unused money the HRA rolls over from year to year and each fiscal year, the City will refund each account up to the percentage and dollar amount specified above.

1075

CITY OF AUBURN

Teamsters Local Union #340



ARTICLE 18 - RETIREMENT

The City of Auburn is a participating district in the Maine Public Employees Retirement System for the benefit of all employees covered by this Agreement.
1080 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.

1085 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
1090 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.

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.

1100 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.

1105 Medical bills, when received either by the department or the employee, are to be forwarded immediately to the Personnel Office.

1110 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.

1115 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



CITY OF AUBURN

Teamsters Local Union #340

and over all compensation is retroactive to day one.

1120 If the carrier denies payment or stops payment, the Personnel Office will contact the company, ascertain the reason, and contact the affected employee.

1125 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 be 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.

1130 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, 1135 chiropractor, or other health practitioner to be fit to return to his or her regular job shall do so immediately.

1140 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.

1145 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.

1150 ARTICLE 20 - CLOTHING

For the duration of the contract the City will provide each member of the bargaining unit \$ 50 toward the purchase of a City approved list of uniform short-sleeved tee shirts, long-sleeved tee shirts, hooded sweatshirts and/or jackets. The 1155 \$ 50 uniform purchase will be supplemented by a clothing allowance of \$ 520 toward the purchase of other work-related clothing and footwear.

1160 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

CITY OF AUBURN

Teamsters Local Union #340



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.

1165

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

1170

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.

1175

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.

1180

ARTICLE 21 - DEFECTIVE EQUIPMENT AND DANGEROUS CONDITIONS

1185

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.

1190

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.

1195

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

1200



CITY OF AUBURN

Teamsters Local Union #340

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

1205

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.

1210

1215

ARTICLE 22 - MISCELLANEOUS PROVISIONS

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

1220

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.

1225

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.

1230

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

e. City will provide a flashlight for each truck.

1235

f. Public Services Department employees may continue to use Public Services vehicles to stop for food, as long as stops are reasonable 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 Public Services Operations Manager or his designee shall be final.

1250

ARTICLE 23 - SUBCONTRACTING

1255 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 Services Department, if any, with an affected employee who is qualified for that vacancy;

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;

1265 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.

1270 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.

1275 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;

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

1285 3. because of the resumption of such work by the City of Auburn, a vacancy exists in the Public Services Department for which the former City employee is qualified;



CITY OF AUBURN

Teamsters Local Union #340

1290 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 Services 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 Services his
1300 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 24 - TRAINING

Section 1 - Purpose

1310

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,
1315 through the institution of safety training programs and demonstrations, through
presenting group instruction and programs.

Section 2 - Educational Opportunities

1320 City will maintain reimbursement for educational credits as outlined in the
Administrative Manual, unless otherwise specified herein.

1325 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:

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

1330

2. the employee will be responsible for providing his/her own transportation,

CITY OF AUBURN

Teamsters Local Union #340



meals and related expenses;

1335 2. as a result of State Certification, the City shall not be required to make any changes in the employee's job assignments, performance standards, promotions, pay, or other related matters, unless otherwise specified by this agreement.

1340 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

1345 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
1350 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

1355 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;

- 1360 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 Services Department and its work activities. The Public Services Director will render the final determination.
- 1365 c. Employees must show proof of valid certification and/or license (annually) in order to receive the specified bonus.
- d. No bonus shall be paid for certificates, diplomas or other awards granted as a result of training or course completions which do not meet all of the other conditions herein.
- 1370 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 \$ 150 annual bonus.



CITY OF AUBURN

Teamsters Local Union #340

1375

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

1380

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.)

1385

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).

1390

1395

1400

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.

1405

Structural Welding Certification – equals one annual bonus.

Pipe Welding Certification – equals one annual bonus.

MIG/TIG Welding Certification – equals one annual bonus.

1410

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



ARTICLE 25 - 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.

ARTICLE 26 - 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.

ARTICLE 27 - 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 Services 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.

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

ARTICLE 28 - DURATION



CITY OF AUBURN

Teamsters Local Union #340

This Agreement shall be in full force and effect from July 1, 2014 to June 30, 2017 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.

FOR THE EMPLOYER:
CITY OF AUBURN

FOR THE UNION:
TEAMSTERS LOCAL UNION NO. 340

Howard Kroll,
City Manager

Brett Miller,
President

Witness

Lorne Smith, Secretary/Treasurer

Raymond Cote, Business Agent

Bruce Clark, Steward

Dated: April 24, 2015

Dated: April 24, 2015

CITY OF AUBURN

Teamsters Local Union #340



Attachment A

Auburn Public Services Department

Tanker Endorsements (as of July 1, 2014)

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

Public Works Department
Position Wage and Classification Scale
04/06/15 to 6/30/15

3/31/2015

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>
<u>A1</u> <i>Mechanic, Welder</i>		Advancement for all wage progression based upon successful completion of performance evaluation									
Annual	\$31,608.10	\$32,558.66	\$33,532.72	\$34,529.87	\$35,573.41	\$36,640.24	\$37,753.46	\$38,843.58	\$40,002.98	\$41,232.05	\$42,878.91
Weekly	\$607.85	\$626.13	\$644.86	\$664.04	\$684.10	\$704.62	\$726.03	\$746.99	\$769.29	\$792.92	\$824.56
Hourly	\$15.1962	\$15.6592	\$16.1215	\$16.6009	\$17.1026	\$17.6155	\$18.1507	\$18.6748	\$19.2322	\$19.8231	\$20.6139
<u>A</u> <i>Equipment Operator I, Arborist, Bldg. Maint. Technician I, Inventory Technician, Stock Room Attendant</i>											
Annual	\$30,100.72	\$31,004.90	\$31,932.58	\$32,883.55	\$33,880.70	\$34,900.94	\$35,944.48	\$36,988.02	\$38,101.23	\$39,265.62	\$40,840.18
Weekly	\$578.86	\$596.25	\$614.09	\$632.38	\$651.55	\$671.17	\$691.24	\$711.31	\$732.72	\$755.11	\$785.39
Hourly	\$14.4715	\$14.9062	\$15.3522	\$15.8094	\$16.2888	\$16.7793	\$17.2810	\$17.7827	\$18.3179	\$18.8777	\$19.6347
<u>B</u> <i>Equipment Operator II (Incl. 2nd & 3rd shift), Arborist Assistant</i>											
Annual	\$28,662.82	\$29,520.82	\$30,402.32	\$31,306.50	\$32,257.26	\$33,231.33	\$34,228.48	\$35,248.93	\$36,315.34	\$37,405.47	\$38,896.21
Weekly	\$551.21	\$567.71	\$584.66	\$602.05	\$620.33	\$639.06	\$658.24	\$677.86	\$698.37	\$719.34	\$748.00
Hourly	\$13.7802	\$14.1927	\$14.6165	\$15.0512	\$15.5083	\$15.9766	\$16.4560	\$16.9466	\$17.4593	\$17.9834	\$18.7001
<u>C</u> <i>Recycling Operator -- Eliminated from Pay Scale</i>											
Annual											
Weekly											
Hourly											
<u>D</u> <i>Equipment Operator</i>											
Annual	\$26,019.34	\$26,784.37	\$27,595.78	\$28,431.10	\$29,266.02	\$30,147.10	\$31,051.49	\$31,979.38	\$32,906.64	\$34,236.18	
Weekly	\$500.37	\$515.08	\$530.69	\$546.75	\$562.81	\$579.75	\$597.14	\$614.99	\$632.82	\$658.39	
Hourly	\$12.5093	\$12.8771	\$13.2672	\$13.6688	\$14.0702	\$14.4938	\$14.9286	\$15.3747	\$15.8205	\$16.4597	
<u>E</u> <i>Building Maintenance Technician II</i>											
Annual	\$24,743.89	\$25,509.12	\$26,274.35	\$27,062.67	\$27,874.50	\$28,708.99	\$29,567.41	\$30,448.50	\$31,682.14		
Weekly	\$475.84	\$490.56	\$505.28	\$520.44	\$536.05	\$552.10	\$568.60	\$585.55	\$609.27		
Hourly	\$11.8961	\$12.2640	\$12.6319	\$13.0109	\$13.4012	\$13.8024	\$14.2151	\$14.6387	\$15.2318		

Notes:

1. 2% Cost of Living Increase applied to all steps (except top step) and ranges on signing of the contract. Top step adjusted by 3%.
2. Upon successful completion of performance review - employees will move up one(1) step on their employment anniversary or on anniversary date of most recent promotion.
3. All employees will progress in accordance with step schedule.
4. 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.
5. 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.
6. 5% between ranges and 3% between steps
7. 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
7/01/15 to 6/30/16

3/31/2015

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>
<u>A1</u>	Advancement for all wage progression based upon successful completion of performance evaluation										

Mechanic, Welder

Annual	Entry	\$33,209.90	\$34,203.31	\$35,220.43	\$36,285.76	\$37,373.02	\$38,508.50	\$39,620.46	\$40,802.94	\$42,056.77	\$44,163.18
Weekly	Step	\$638.65	\$657.76	\$677.32	\$697.88	\$718.71	\$740.55	\$761.93	\$784.67	\$808.78	\$849.29
Hourly	Deleted	\$15.9663	\$16.4439	\$16.9329	\$17.4470	\$17.9678	\$18.5137	\$19.0483	\$19.6168	\$20.2196	\$21.2323

A *Equipment Operator I, Arborist, Bldg. Maint. Technician I, Inventory Technician, Stock Room Attendant.*

Annual	Entry	\$31,624.94	\$32,571.14	\$33,541.25	\$34,558.37	\$35,598.99	\$36,663.33	\$37,727.87	\$38,863.34	\$40,051.02	\$42,065.30
Weekly	Step	\$608.17	\$626.37	\$645.02	\$664.58	\$684.60	\$705.06	\$725.54	\$747.37	\$770.21	\$808.95
Hourly	Deleted	\$15.2043	\$15.6592	\$16.1256	\$16.6146	\$17.1149	\$17.6266	\$18.1384	\$18.6843	\$19.2553	\$20.2237

B *Equipment Operator II (Incl. 2nd & 3rd shift), Arborist Assistant*

Annual	Entry	\$30,111.33	\$31,010.30	\$31,937.58	\$32,902.48	\$33,895.89	\$34,913.01	\$35,953.84	\$37,041.68	\$38,153.65	\$40,063.09
Weekly	Step	\$579.06	\$596.35	\$614.09	\$632.74	\$651.84	\$671.40	\$691.42	\$712.34	\$733.72	\$770.44
Hourly	Deleted	\$14.4766	\$14.9088	\$15.3522	\$15.8185	\$16.2961	\$16.7851	\$17.2855	\$17.8085	\$18.3431	\$19.2811

C

Recycling Operator Eliminated from Pay Scale

Annual	Entry										
Weekly	Step										
Hourly	Deleted										

D *Equipment Operator*

Annual	Entry	\$27,319.97	\$28,147.60	\$28,999.78	\$29,851.33	\$30,750.10	\$31,672.58	\$32,618.98	\$33,564.75	\$35,263.28	
Weekly	Step	\$525.38	\$541.30	\$557.69	\$574.06	\$591.35	\$609.09	\$627.29	\$645.48	\$678.14	
Hourly	Deleted	\$13.1346	\$13.5325	\$13.9422	\$14.3516	\$14.7837	\$15.2272	\$15.6822	\$16.1369	\$16.9535	

E *Building Maintenance Technician II*

Annual	Entry	\$26,019.34	\$26,799.76	\$27,603.89	\$28,431.94	\$29,283.07	\$30,158.75	\$31,057.52	\$32,632.70		
Weekly	Step	\$500.37	\$515.38	\$530.84	\$546.77	\$563.14	\$579.98	\$597.26	\$627.55		
Hourly	Deleted	\$12.5093	\$12.8845	\$13.2711	\$13.6692	\$14.0784	\$14.4994	\$14.9315	\$15.6888		

Notes:

1. 2% Cost of living increase applied to all steps and ranges on 7/1/15 except for a 3% adj for top step.
2. 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
3. All employees will progress in accordance with step schedule.
4. 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.
5. Mechanic Leadperson will receive an annual stipend of \$750.00. An additional \$300 Stipend will be earned upon the successful completion of three (3) ASE Certifications. Effective 7/1/12 the stipend will be paid in 52 weekly installments.
6. 5% between ranges and 3% between steps
7. Effective 7/1/11 Range C is eliminated. Employees assigned to the recycling operation will be paid 6% over their base hourly wage.

Public Works Department
Position Wage and Classification Scale
7/1/16 to 6/30/17

3/31/2015

Step / Range	1 (Probationary)	2	3	4	5	6	7	8	9	10	11
A1	Mechanic, Welder	Advancement for all wage progression based upon successful completion of performance evaluation									
Annual	Entry	\$33,874.05	\$34,887.22	\$35,924.93	\$37,010.69	\$38,120.58	\$39,278.72	\$40,412.94	\$41,618.93	\$42,897.92	\$45,488.14
Weekly	Step	\$651.42	\$670.91	\$690.86	\$711.74	\$733.09	\$755.36	\$777.17	\$800.36	\$824.96	\$874.77
Hourly	Deleted	\$16.2856	\$16.7727	\$17.2716	\$17.7936	\$18.3272	\$18.8840	\$19.4293	\$20.0091	\$20.6240	\$21.8693
A	Equipment Operator I, Arborist, Bldg. Maint. Technician I, Inventory Technician, Stock Room Attendant										
Annual	Entry	\$32,257.47	\$33,222.59	\$34,212.05	\$35,249.55	\$36,310.98	\$37,396.53	\$38,482.50	\$39,640.64	\$40,852.03	\$43,327.23
Weekly	Step	\$620.34	\$638.90	\$657.92	\$677.88	\$698.29	\$719.16	\$740.05	\$762.32	\$785.62	\$833.22
Hourly	Deleted	\$15.5084	\$15.9724	\$16.4481	\$16.9469	\$17.4572	\$17.9791	\$18.5012	\$19.0580	\$19.6404	\$20.8304
B	Equipment Operator II (Incl. 2nd & 3rd shift), Arborist Assistant										
Annual	Entry	\$30,713.49	\$31,650.56	\$32,571.14	\$33,560.59	\$34,573.76	\$35,611.26	\$36,672.90	\$37,782.58	\$38,916.80	\$41,264.91
Weekly	Step	\$590.64	\$608.28	\$626.37	\$645.40	\$664.88	\$684.83	\$705.25	\$726.59	\$748.40	\$793.56
Hourly	Deleted	\$14.7661	\$15.2070	\$15.6592	\$16.1349	\$16.6220	\$17.1208	\$17.6312	\$18.1647	\$18.7100	\$19.8389
C	Recycling Operator Eliminated from the Pay Scale										
D	Equipment Operator										
Annual	Entry	\$27,866.38	\$28,710.66	\$29,579.68	\$30,448.29	\$31,365.15	\$32,305.94	\$33,271.26	\$34,235.97	\$36,321.17	
Weekly	Step	\$535.89	\$552.13	\$568.84	\$585.54	\$603.18	\$621.27	\$639.83	\$658.38	\$698.48	
Hourly	Deleted	\$13.3973	\$13.8032	\$14.2210	\$14.6386	\$15.0794	\$15.5317	\$15.9958	\$16.4596	\$17.4621	
E	Building Maintenance Technician II										
Annual	Entry	\$26,539.76	\$27,335.78	\$28,155.92	\$29,000.61	\$29,868.80	\$30,761.95	\$31,678.61	\$33,611.76		
Weekly	Step	\$510.38	\$525.69	\$541.46	\$557.70	\$574.40	\$591.58	\$609.20	\$646.38		
Hourly	Deleted	\$12.7595	\$13.1422	\$13.5365	\$13.9426	\$14.3600	\$14.7894	\$15.2301	\$16.1595		

- 2% Cost of living increase applied to all steps and ranges on July 1, 2016 except for a 3% adj for top step
- 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 pay grade.
- Mechanic Leadperson will receive an annual stipend of \$750.00. An additional \$ Stipend will be earned upon the successful completion of three (3) 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.