

AGREEMENT  
BETWEEN  
TEAMSTERS LOCAL UNION NO. 340  
AND  
TOWN OF MILLINOCKET  
PUBLIC WORKS DEPARTMENT

FROM: July 1, 2021

THROUGH: June 30, 2024

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## **Agreement**

This Agreement entered into between the Town of Millinocket, hereinafter referred to as the Town, and the Millinocket Public Works Teamsters Local #340, Affiliated with the International Brotherhood of Teamsters, and Helpers of America, hereinafter referred to as the Union.

### **Article 1- Recognition**

The Town recognizes the Millinocket Public Works Unit, Teamsters Local Union No. 340. Affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America as the exclusive bargaining agent for the Millinocket Public Works Department employees. The Unit shall not include the following employees:

1. Public Works Director
2. Assistant Public Works Director
3. Town Engineer/Treatment Plant Operator
4. Assistant Treatment Plant Operator
5. Public Works Secretary
6. Such other professional and/or managerial positions that may be created by the Town

### **Article 2 - Union Security**

A membership in the Local is not compulsory, membership in the Local Union is separate, apart and distinct from the assumption by an employee of his equal obligation to the extent that he receives equal benefits. The Local Union is required under this agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this agreement have been made for all employees in the bargaining unit and not only for members in the Local Union.

This agreement has been executed by the employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

#### Section 1 - Union Membership

All employees who are members of the Union as of the date of this agreement and all employees who hereafter become members of the Union, shall, as a condition of employment, maintain their membership in good standing in the Union for the duration of this agreement.

#### Section 2

Any employee who who fails to maintain his membership as required in Section 1 of this Article, shall be discharged by the employer upon notification from the Union and corroborative proof of nonpayment by the employee.

Section 3

The Union shall indemnify, defend and hold the employer harmless against all claims and suits which may arise as a result of action taken pursuant to this Article and in the collection of dues.

**Article 4 - Check-off**

1. Upon individually written authorization by a member of the bargaining unit, and approved by the Union, the Town agrees to deduct Union dues, fair share and initiation fees weekly from each such member so authorizing Dues payable by said member for any prior period, it being specifically agreed by the parties hereto that dues shall be collected only to the extent that such member's current weekly check, after all deduction required by law, is sufficient to cover the same. The Union for itself and its members, agrees to indemnify and save the Town harmless for any losses incurred by the Town as the result of the administration of the section, excepting, however, the inevitable increase in clerical costs. The amounts to be deducted in accordance herewith shall be certified to the employer by the treasurer of the Union, and the aggregate deductions of all members shall be remitted, with appropriate accounts, to the Secretary-Treasurer of the Union by the tenth (10th) day of the month following the month in which deductions were made.

**Article 5 - Probation Period**

1. All appointments shall initially be made for a probationary period of six (6) months; and all appointees heretofore or hereafter retained in service after the completion of such probation shall be deemed permanent employees. Probationary employees shall be subject to the provisions of the this Agreement except that the Town shall have the absolute right to terminate such employees without notice and without compliance with the terms of this Agreement, within six (6) months from the commencement of the probationary period. An extension of the period, by agreement of the Union and the Town, may be granted for a period not to exceed six (6) additional months. Vacations, sick leave, and PTO days will not accrue until the end of sixty (60) day period; then their accrual will be retroactive to the employee's last date of hire.

**Article 6 - Distance**

1. Employees shall as a matter of employment live no farther away than twenty (20) minutes from the Public Works Garage. This section applies only to those employees hired on or after 1/1/84.

**Article 7 - Management Rights and Departmental rules**

1. The Union agrees that the Town has and will continue to retain the sole and exclusive right to manage its operations and retains all management rights, whether exercised or not, unless specifically abridged, modified, or delegated by the provisions of this Agreement. Such rights include but are not limited to: the right to determine the mission, location and the size of the agency and facilities; the right to direct its work force; to administer the promotion system, including the examination, recruitment, selection, hiring, appraisal, training, promotion,

demotion, assignment or transfer of employees;

to establish specifications for each class of position and to classify or reclassify and to allocate or reallocate new or existing positions subject to the Union's right to grieve pay rates for the reclassified positions; to discipline and discharge employees in accordance with this Agreement; to determine the size and composition of the work force; to determine the operating budget of the department; to install new, changed or improved methods of operations; to relieve employees because of lack of work or for cause in accordance with this Agreement; to maintain the efficiency of the government operations entrusted to them; and to take whatever actions may be necessary to carry out the mission of the department not to conflict with this Agreement

2. In particular, the Town shall have the absolute right to determine the number and location of its crew, the services to be performed, the machinery, tools, equipment and materials to be used, the work schedules and the methods of operation.

3. The Town reserves the right to publish reasonable rules and regulations governing the conduct of its employees as it may deem necessary and proper for the conduct of its operations of the Public Works Department which shall be effective upon posting or other notice to the employees.

#### **Article 8 - Union Activities and Representative Visits**

1. During working hours on the employer's premises, with prior permission from the Director of Public Works or his authorized representative, authorized Union representative in employ of the Town shall be allowed to perform the following:

a. Post Union notice

b. transmit official communications, authorized by the local membership, to the Town or its representative; during non-work periods or at other times as Authorized by the Public Works Director.

c. Transact official Union business with authorized representatives of the Town upon appointment; during non-work periods or at other times as authorized by the Public Works Director.

d. Contract Administration.

2. The Town agrees that accredited representative of Teamsters Local Union #340 shall have access to the Municipal Garage Office during working hours to transact official Union business with the Public Works Director or his designee.

3. The Steward or Alternate Steward shall be permitted to investigate, present, and process grievances on or off the property of the Town and attend negotiations, without loss of time or pay. {Such time spent shall be considered working hours in computing daily and/or weekly overtime.

#### **Article 9 - Bulletin Board**

1. The Town shall construct and maintain one glass-covered bulletin board at a suitable place at the Municipal Garage, which said bulletin board is to be used solely for the posting of Union notices and bulletins. The Union, for itself and its members, agrees that no notices or materials of a controversial nature shall be posted thereon.
2. The Union shall limit its posting of notices and bulletins to such bulletin board.

#### **Article 10 - Seniority**

1. Annually, effective January 1st of each year, the Town will post a seniority list for a period of not less than thirty (30) days and a copy shall be forwarded to the Secretary of the Union. Unless objections are filed with the Public Works Director within ten (10) days, the list shall stand as posted.
2. Seniority is herein defined as uninterrupted employment since the last date of hire. Interruption for vacation, sick leave, bereavement leave, military leave, jury duty, and workman's compensation leave shall not be considered interruptions in employment for purposes of this Article.
3. In the event it becomes necessary for the Town to lay off employees for any reason, employees shall be laid off in the reverse order of their seniority, within classification with bumping rights, into an equal or lower classification for which the employee is qualified. In all such instances of lay-off probationary employees will be laid off first. All affected employees shall receive at least a two (2) week advance notice of lay off and the Town shall meet with the affected employees prior to the actual occurrence of lay off. Employees shall be recalled from lay off to a vacancy in an equal or lower classification according to their seniority. No new employees shall be hired until all employees on layoff status shall be afforded recall notices. Employees shall have an eighteen (18) month recall right when laid off.
4. Seniority in the Bargaining Unit commences on the date that the employee first reports to work after assignment as an employee.
5. Seniority in the Bargaining Unit terminates on the date an employee ceases full-time duty in the Bargaining Unit.
6. Seniority in the Bargaining Unit may be frozen as of the date of any temporary absence which may include only authorized leaves of absence, assignments to other duties in emergency situations, military duty beyond Reserve or National Guard training, lay off and workman's Compensation leave.
7. Equipment will be operated by Operators who have seniority and are qualified to operate the particular piece of equipment in use.

#### Article 10A- Recall

1. Employees on lay-off status shall respond to written recall notices within four (4) days of delivery of the recall notice. Recall notices will be mailed to the employee's last known address. It is the responsibility of the employee to notify the Personnel Officer of his designee of any changes of address, in writing.
2. In the event the employee fails to report work or is unable to report to work on the day specified in the notice, the town and the union shall deem the recall privilege of the employee as waived.
3. In the event the employee fails to notify the Personnel Officer or his designee of the employee's intent to report for work on the day specified in the recall notice, except for circumstances beyond the employee's control, the Town shall deem the recall privilege of the employee as waived.

#### Article 11 - Work Force Changes — Promotions and Equipment Qualifications

1. The term "promotion" as used in this provision, means the advancement of an employee to a higher paying position and shall be governed by the following:
  - a. Whenever a permanent job or position opening occurs, a notice of such opening shall be posted on the bulletin board for five (5) working days, following the decision to fill the position. A permanent job or position is one which is regularly filled.
  - b. Employees who wish to apply for the new position or job may do so. The application shall be completed in writing and shall be submitted to the Personnel Officer.
  - c. The Town shall fill the new position or vacant job after posting and seniority shall be a factor for selection in accordance with Paragraph (d) of this Article.
  - d. Factors for consideration in evaluation of eligibility for promotion shall be skill or ability to do the work, acceptability of work produced, effectiveness in meeting and dealing with other employees, members of the public, subordinates and superiors, cooperativeness, initiative, resourcefulness, dependability, punctuality, care of equipment, physical fitness, appropriate licenses, past performance seniority and conformity to the town's Affirmative Action Plan Section 2-304, referring to Promotions and Transfers only. (Effective as of 12/15/81). In the event that the forgoing qualifications (except seniority) are satisfactory, seniority shall be the governing factor in determining eligibility for promotion. Special note is made that the position of Maintenance Technician requires special skills and licensure or the ability and willingness to obtain licensure.
  - e. Physical fitness is defined as the physical capacity and ability to perform the required duties of the position.
  - f. All temporary assignments other than those for training purposes to a higher paid position shall be compensated at the rate of pay for that position upon assignment. The employer shall make such assignments upon the basis of seniority according to factors outlined in paragraph (d).

## **Article 12 - Strikes, slowdowns, and Lockout Prohibited**

1. The Union agrees that during the term of this Agreement neither it nor its officers or members will engage in, encourage, sanction, support, or suggest any strikes, slowdowns, mass resignations, mass absenteeism, picketing or other similar actions which would involve suspension of or interference with the work flow requirements of the Department or other Town Departments.

In the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be discharged by the Town.

2. The Town in return agrees that there shall be no lockout of employees who return to normal duties when instructed to do so by the employer and/or Union.

## **Article 13 - Grievance Procedure**

For the purpose of this Agreement, a grievance is defined as any dispute as to the meaning or application of the specific terms of this Agreement. Such dispute must first be discussed by the employee with his superior or the Public Works Director. If the dispute is not resolved in this manner the following steps shall apply. At any step the Union may represent the employee.

a. The Union and/or aggrieved employee must submit the grievance in writing to the Public Works Director within fifteen (15) working days after the occurrence of the event giving rise to the grievance or within fifteen (15) working days after the time such event became or should have become known to the employee but in no event later than fifteen (15) working days after said occurrence.

b. If the Union and/or the aggrieved employee and the Public Works Director have not resolved the grievance within fifteen (15) working days after its written submission, the Public Works Director shall make written response and the Union and/or employee shall submit the grievance in writing to the Town Manager within fifteen (15) working days of the Public Works Director's response. The Town Manager or his designee shall render his written decision within fifteen (15) working days.

c. In the event the decision of the Town Manager is not acceptable to the employee and/or the Union, the Union may within fifteen (15) working days thereafter, request that the matter be submitted to a single Arbitrator. The single arbitrator shall be selected in the following manner:

Within ten (10) days after the request from the employee, the Town Manager shall provide the Union with a list of five (5) names of persons whom he considers acceptable to serve as Arbitrator and the Union shall provide the Town Manager with a like list of five (5) names. Within fifteen (15) calendar days after the latter list is received, the Town Manager and the Union shall give notice to each other whether any person named by the other party is acceptable as Arbitrator. Any person deemed acceptable by both parties shall serve as the Arbitrator. If within said fifteen (15) day period the parties are unable to agree upon an Arbitrator, they shall make a second attempt



to select an arbitrator in any manner within five (5) calendar days. If ten (10) days after the expiration of the five (5) days after the expiration of the five (5) day period the parties are still unable to select an Arbitrator either may request the assignment of the Arbitrator pursuant to 26 MRSA Chapter 9-A, Section 965. (Maine Board of Arbitration and Conciliation).

Chapter 9-A, Section 965.

d. In all cases involving a grievance which is submitted to an Arbitrator, the individual and union having the grievance shall be required to attend and present the grievance.

e. The Arbitrator shall have no authority to add to, subtract from or modify the collective bargaining agreement.

f. The Arbitrator's decision shall be binding on all parties and his expenses shall be shared equally.

g. The time limits of processing of grievances may be extended by written consent of the parties. Such time limits are of the essence and not merely procedural.

#### **Article 14 - Regular Hours**

1. For payroll purposes, the payroll workweek shall begin at 12:00 midnight on Sunday and end at 12:00 midnight the following Sunday. For payroll purposes, the work day shall start at 12:00 midnight and shall end at 12:00 midnight the following day - a period of 24 hours.

2. The regularly scheduled hours of work shall be (6:30 am to 3:00 PM) except for interruptions for lunch periods.

3. The regularly scheduled work week shall be from Monday to Friday inclusive for those employees based at the Public Works Garage and at the Wastewater Treatment Plant, Pumping Stations and allied facilities. Employees will be given two (2) weeks' notice of any change in schedule.

3a. The work week for employees at the Transfer Site shall be determined by a schedule drawn up by the Director of Solid Waste and approved by the Director of Public Works. Two weeks' notice is required to change the schedule.

The Transfer site employees may work more than five (5) consecutive days, but not more than 15 days in three week cycles. Any hours after eight hours per day shall be at the overtime rate of one and one half times the employees hourly wage.

4. Nothing in this Article or elsewhere in this Contract shall be construed as guaranteeing forty (40) hours of work.

#### **Article 15 - Non-Work Periods**

1. The normal work schedule shall include the following daily non-work periods.

a. A 20-minute rest period (coffee break), on the clock, shall be allowed within the first half shift and during any other 4 hour shift or 4-hour overtime period.

b. A 30-minute lunch period, off the clock, shall be taken, whenever possible, between the hours of 12:00 noon to 12:30 PM. An employee required to work beyond 12:00 noon shall have the option of taking his lunch period at a later time authorized by his foreman. Clean up for lunch shall be during lunch period.

c. A clean up period, on the clock, shall be allowed at the end of each scheduled work shift for not longer than 15 minutes.

d. A thirty (30) minute meal period on the clock shall be allowed during an overtime period of six (6) hours or more.

e. In the event any of the above occur while hired equipment is being used, the Public Works Director or his designee may reschedule non-work periods by delaying or advancing them or by arranging compensatory time at the convenience of the department.

f. In reference to (a) Employees, other than at the Wastewater Treatment Facility and the Transfer Site, shall take their coffee break at the Municipal Garage.

#### **Article 16 - Holidays & Floating Holidays**

1. The following days shall be recognized and observed as paid holidays:

New Year's Day  
Washington's Birthday Memorial Day  
Labor Day  
Veterans Day  
Christmas Day  
Martin Luther King Day Patriot's Day  
Independence Day Columbus Day  
Thanksgiving Day

*\*\*\*\*Eight hours pay shall be allowed for each listed holiday.*

2. Whenever any of the holidays listed above shall fall on a Saturday or Sunday, the holiday will be observed either on Monday or Friday depending upon customary practice of the Town.

3. In order to be eligible for holiday pay an employee must be a full-time employee and must have worked that last scheduled work day before the holiday and the next scheduled work day after the holiday, unless excused by the Public Works Director or his designee. An employee who, for any reason, has been absent for more than 30 consecutive days shall not be eligible for holiday pay.

4. If any employee works on any of the holidays listed, he shall be paid one and one half times his regular rate of pay times the number of hours worked.

5. Employees shall have the day after Thanksgiving as a Unit Floating Holiday and are entitled to one (1) other floating holiday provided he so requests at least forty-eight (48) hours in advance of taking the day from the Director of Public Works or his designee.

6. A minimum of one-half (1/2) day at a time must be taken for vacation, Holiday and floating holidays.

7. Any employee who takes no sick leave for 120 consecutive days shall be credited one (1) floating holiday per year. (The intent of this section is that an employee can earn an extra floating holiday once a year only.)

All employees shall have the above holidays off with pay and said holidays shall be taken on the day in which it is observed.

#### **Article 17 - Wages and Overtime**

1. Employees shall be compensated in accordance with the wage schedule attached to this agreement and marked Exhibit A, B or C. The attached wage schedule shall be considered a part of this Agreement.
2. All employees covered by this Agreement shall receive one and one half (1 1/2) times their regular hourly rate of pay for all "hours worked" in excess of eight hours in a twenty-four-hour period or in excess of forty hours in the normal work week. The 24 hour period starts at the beginning of an employees shift.
3. "Hours worked" is defined as those hours the employee renders personal services to the Town while on regular duty and on holidays which fall within the regular work week from Monday to Friday. Holidays observed on Saturday or Sunday, approved sick leave, bereavement leave, military leave, jury duty, and workmen's compensation leave shall be considered only for pension and other benefits under this Agreement.
4. Employees who work on Sunday and such Sunday is not included within their regularly scheduled work week, shall be paid double time for each hour worked.
5. Employees who work at the Transfer Site, Wastewater Treatment Plant, Pumping Stations and any allied facilities shall be paid double time for each hour they are required to work on either of their two scheduled days off. In the event the employee is required to work both days, he will be paid double time for one day only.
6. Tool Allowance. Employees holding the classification of Mechanic I and providing their own tools shall be entitled to a maximum of \$300.00 per year tool allowance, upon approval of the Public Works Director for the purchase of tools. Said amount shall be reimbursed to the employee (Mechanic I) upon proper proof of purchase. The said \$300.00 need not be used all at one time.
7. The Wastewater Treatment Mechanic II will be furnished with the necessary tools to perform the required work. The Mechanic II will sign for and be responsible for said tools.

#### **Article 18 - Call Time**

1. Any employee called to work outside of his regular scheduled shift shall be paid for a minimum of four (4) hours at one and one half times his regular hourly rate.
2. The employee shall be informed of the tasks to be performed when he is called in.
3. If an employee, after being called in, is released by his supervisor to leave work, the additional assignment shall be considered an additional call in. Unrelated additional work may be assigned

during the call in if the employee has not been released by his supervisor.

4. Call in time status shall begin at employee's regular quitting time.

#### **Article 18A - Compensatory Time**

1. Employees may accumulate overtime to a maximum list of 60 hours of actual overtime worked per year (Subsection 553.22 Fed. Register Vol. 52, #11, 1/16/87 Rules and Regulations). Employees may elect to be paid for hours or actual overtime worked, rather than accumulate those hours. In either case the employee must use all overtime accumulated or, be paid for accumulated time prior to June 30th of each year. Each hour accumulated (1) shall be taken as compensation time or (2) be paid at the rate of one and one-half (1 1/2) of the employee's rate of pay. If taken as compensation time the time off shall be at the rate of 1 hour and one-half hour for each hour worked. In all cases of Sunday work the rate shall be 2 times the hourly rate. Employees may always add to their comp bank as long as the total does not go over 60 hours.

#### **Article 19 - Distribution of Call Time & Overtime**

1. Call time and overtime shall be distributed in accordance with this Article and shall be distributed to employees within the department based on a seniority list to be compiled as of January 1st for each contract year. Each opportunity to work call time or overtime shall be offered to the most senior employee within class on a rotating basis. This procedure will be followed until the entire seniority list of such employees shall have been exhausted. In that event the opportunity to work call time or overtime shall again be offered to the most senior employee and cycle begun again. Refusal to work any offered call time or overtime or inability to notify an employee shall constitute an opportunity to work and thereafter employee will be passed over until all other listed employees have been offered an opportunity. In cases of call-ins the Director of Public Works shall have the ability to call in the lead man first before using the wheel of rotation.

In the event all employees within class should refuse the opportunity, the call time or overtime work will be assigned to the most junior employee within the class on a rotating basis. Upon such work having been assigned to all employees on the class seniority list (in the reverse order of seniority) then such assignment of call time or overtime shall be assigned to the most junior employee listed and the cycle begun again.

#### **Article 20 - Vacations**

1. All full-time permanent employees are entitled to earned vacations. Vacations shall be earned on the employee's anniversary date.
2. The vacation year shall run from January 1 to December 31, and vacation entitlement shall be determined as of the first day of the vacation year. Any full-time employee having less than one (1) year (12 months) of continuous service on January 1 shall be entitled to take vacation during their first full vacation year as follows: One (1) day vacation for each full month worked, not to exceed two (2) calendar weeks or ten (10) working days.

3. All eligible employees who have more than one (1) year and less than five (5) years of continuous service during the year posted shall be entitled to a vacation of two (2) calendar weeks during each vacation year with the extra week being taken after the employees anniversary date of the first year.
4. After the fifth (5) year of continuous service and every year up to and including the tenth (10) year the employee shall be entitled to three (3) calendar weeks of vacation.
5. After the tenth (10) year of continuous service and every year up to and including the fifteenth (15) year, the employee shall be entitled to a fourth (4) calendar week of vacation.
6. After the fifteenth (15) year of continuous service and every year up to and including the twentieth (20) year the employee shall be entitled to a fifth (5) calendar week of vacation.
7. After completion of the twentieth (20) of continuous service the employee shall be entitled to a sixth (6) calendar week of vacation.
8. Employees who have attained their twenty-ninth (29th) year of continuous service as of January 1, 2012 will be entitled to a seventh (7th) calendar week of vacation.
9. Requests for vacation leave will be made prior to April 15th of the calendar year. Choice of vacation periods shall be granted to employees on the basis of seniority. If it becomes necessary to limit the number of employees on vacation, preference will be based on seniority by classification. On or before April 30th a vacation schedule will be posted. Requests will be received after April 15th. However, requests submitted prior to April 15th shall take precedence. If the employee is unable to submit a vacation request prior to April 15th he will be allowed vacation time as requested, provided, however, that a replacement may be obtained or he can be spared from the work force. An employee shall not be unnecessarily denied vacation time to deal with emergency situations.
10. Employees may carry over unused vacation, but not to exceed five (5) working days, to the following year, upon recommendation of the Public Works Director and the approval of the Town Manager or his designee.

#### **Article 21 - Military Leave**

1. Any employee in a full-time position who is a member of the National Guard or any branch of the Armed Forces of the United States and is required to undergo field training, shall be allowed a leave of absence with pay for the period of such training, but not to exceed two (2) weeks in any one (1) year. The amount of this compensation shall be the difference between his total military pay and his regular salary as an employee of the Town. If his compensation by the military is equal to or greater than his regular Town salary, no additional Town payment will be made.
2. All employees who shall take military leave in accordance with this Article shall notify their job foreman or supervisor personally in advance of the date or dates of their required field training.

## Article 22 - Physical Exams

1. Physical examinations may be requested up to one (1) per year per employee, unless the employee has suffered serious injury or illness during the year. Employees will be required to take physical examination during working hours.
2. The employer reserves the right to select its own medical physician, at the employer's expense. However, if the employee feels aggrieved, the employee may choose a physician of their choice at their own expense. In the event the two physician's reports are contradictory, a third physician will be selected by both parties and the expense will be shared equally and the decision will stand.

All doctor's medical reports will be made available to both the employer and employee.

3. All employees shall receive a Hepatitis B shot with the expense covered by the Town.

## Article 23 - Sick Leave

1. Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform each and every duty of his employment, shall receive sick leave pay if accrued.
2. Sick leave shall be accrued at the rate of one day per month, accumulative to not more than 120 days. No employee shall receive credit for sick leave unless he notifies his job foreman or supervisor as early as possible. Sick leave shall be earned by an employee, at the foregoing rate, in any month in which the employee is compensated for eighty (80) or more hours of actual work.
3. The Town may require an employee to present a doctor's statement (after the employee has been out for three consecutive days) certifying the employee's condition and necessity of his absence from work due to sickness. Failure to present such a statement after warning to the employee shall result in non-payment of sick leave benefits. Such warning shall be effective for ninety (90) days after issuance by Town and shall not be issued until after at least one such absence.
4. Employees shall be permitted, upon permission from the Director of Public Works to use up to and not exceeding 40 hours of sick leave per year, caring for sickness of spouse or employee's children and/or other children residing in the employee's household. Said hours are chargeable against the employee's accrued sick leave.
5. When an employee leaves Town employment for any reason except dismissal for just cause with five (5) or more years of service, he shall be entitled to receive an amount equal to his daily rate of pay for one-half (1/2) the number of days of unused sick leave which he had accumulated, provided the maximum payment shall not exceed an amount equal to wages for sixty (60) days. For employees hired on or after July 1, 2002 and subject to other conditions of this section, the employee will be entitled to receive an amount equal to his daily rate of pay for one-fourth (1/4) the number of days of unused sick leave which he had accumulated provided the maximum payment shall not exceed an amount equal to wages for more than thirty (30) days.

6. Sick leave pay will be advanced for not more than two (2) weeks to the employees from the first day of a non-service connected illness or injury. Upon beginning to receive weekly indemnity payments under the insurance program the employee will repay the Town and amount not to exceed the total of the advances. The employee is responsible to file for insurance benefits as soon as reasonably possible, to insure receiving benefits under this section.
7. Sick leave will not be paid when an employee is capable of available work in the department, per doctor's instructions.
8. Eligible employees shall be entitled to 1 day of sick leave per month.
9. EARNED PAID LEAVE - 5 sick days per year shall be front loaded to an EPL bank to comply with the new Earned paid leave Law.
  - Planned Earned paid leave will require a seven (7) day notice.
  - Unplanned Emergency EPL can be used for any sudden necessity.
  - There is no cash out of unused EPL.
  - An employee may only accumulate 40 Hours of EPL per year.

#### **Article 24 - Medical Leave of Absence**

1. Upon application of an employee who has exhausted his paid sick leave time, a leave of absence without pay may be granted at the discretion of the Town Manager for a period of disability, in thirty (30) day increments. The Town will require that the employee submit a certificate from the attending physician certifying the need for continued leave, at the employee's cost. Said application must be received by the Town Manager or his designee no later than ten (10) days prior to the time that paid sick leave is exhausted in order to provide adequate time for review and consideration by the Town Manager.
2. There shall be no accumulation of vacation, sick leave, PTO days, holidays or the accruing of any other benefits while an employee is on medical leave of absence.

#### **Article 24-A - Leave of Absence**

1. At the sole discretion of the Public Works Director or his designee an employee may be granted up to five (5) days without pay depending on the employee's needs and requirements. The request must be in writing citing a substantial reason.
2. An employee desiring a leave of absence without pay shall request in writing and secure written permission from the Town Manager with the recommendation of the Public Works Director. The maximum leave of absence shall be for twenty (20) working days and may be extended for like periods or less. Requests and permission for extensions must be in writing. During the period of absence, the employee shall not engage in gainful employment except with written permission from the Town Manager. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved.

3. There shall be no accumulation of vacation, sick leave, PTO days, holidays or the accruing of any other benefits while an employee is on leave of absence.

#### **Article 25 - Bereavement**

1. Three (3) working days, with pay, shall be allowed in the event of death in the immediate family of an employee of the Department to attend services. Immediate family shall mean father, mother, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, husband, wife, child, step-parents, step-children, and grandparents. It is understood between the parties hereto that no additional bereavement leave shall be granted for a death occurring during regular scheduled days off. With permission of the Public Works Director one (1) day may be allowed for death of Aunts, Uncles, Nephews and Nieces and may be extended at the discretion of the Public Works Director.

#### **Article 26 - Jury Duty**

1. Any employee in a full-time position shall be granted a leave of absence with pay any day they are required to report for jury duty or jury service.
2. Such employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of service, provided jury duty compensation is less.

#### **Article 27 - Discipline & Discharge**

1. Discipline, including discharge, may be imposed by the Town for just cause. In addition to but not in limitation of the foregoing, the following also constitute just cause for discipline, including discharge:

- a. Partaking or possession of intoxicating beverages, intoxication, use or possession of narcotics including marijuana while on duty;
- b. Offensive conduct or language toward the public or toward Town officers or employees;
- c. Insubordination, which includes disrespectful acts or language toward superiors;
- d. Incompetence to perform the duties of the position;
- e. Negligence in the care and handling of Town property; including failure to report an accident with Town equipment or involving Town property or equipment;
- f. Violation of any departmental regulation;
- g. Has induced or attempted to induce any officer or employee in the Town service to commit an illegal act; or to act in violation of any departmental or official regulation or order;
- h. Solicitation or receipt from any person, or participation in any fee, gift, or other valuable thing that is given in the hope or expectation of receiving a favor or better treatment than that accorded with persons.



1. Use or attempted use of political influence or bribery to secure an advantage in an examination promotion;
- j. Absence from duty without leave contrary to the provisions of the Agreement, unexcused failure to report at beginning of or remaining on shift, tardiness, falsifying sickness or any other cause of absence; including sleeping on the job;
- k. Has violated, induced, or attempted to induce any officer or employee in the Town's service to violate the Equal Employment Opportunity Plan of the Town of Millinocket;
  1. Hinders the effective performance of the functions of the Department of the Town; including acts or language.
  - m. Possession, display, or use of explosives, firearms or other dangerous weapons, while on duty in the buildings, equipment, or worksite of Public Works Crews. It shall not be a violation to have a weapon in a personal vehicle left at the public works garage during business hours if the vehicle is locked at all times.
2. Violations of the provisions of this section shall be punishable by oral or written reprimand, suspension, demotion, reduction in pay, reclassification, involuntary leave of absence and or discharge but not necessarily in the order stated.
3. If a vehicle operator loses his license to drive for any reason he will be demoted to a lower classification if there is a declared vacancy. In the event that there is no vacancy, he will be laid off.
4. If a vehicle operator loses his license for any reason while on the job, he will be terminated.
5. A second conviction causing a loss of driver's license to a vehicle operator will be grounds for disciplinary action.

**Article 28 - Insurance, Workman's Compensation, Social Security and Retirement**

1. The town shall carry group health insurance provided through the Maine Municipal Association health Trust and the plan name shall be the POS C plan. The Town will pay 100% of the cost for covering the employee and 75% of the cost for children and family coverage. This co-payment shall apply to the point of service(POS) plan. If health insurance costs increase by 10% or more in any year of the contract, the contract will be reopened to discuss this issue only.
2. The Town shall provide Worker's Compensation coverage.
3. The Town agrees to continue participation in the Social Security program(FICA)
4. The Town Agrees to continue participation in the Maine State Retirement Program at the 1978 level.
5. The Town currently provides group life insurance and a weekly indemnity policy to partially fund sickness benefits.

6. In the event an employee becomes disabled from a service connected injury and eligible for Workers' Compensation Benefits, the employee may, at his option, request sick leave pay, if accrued until commencement of compensation payments. Upon receipt of such Workers' Compensation benefits, the employee shall refund the Town for sick leave benefits used, in full, and such benefits will thereupon be restored.

7. The employee must provide a report from the doctor that indicates the nature of the injury and the approximate date when the employee can return to work. Said report must accompany all requests for sick leave advances used in conjunction with Workers' Compensation.

#### **Article 28A - Mileage**

Employees required to use their own vehicles shall be compensated at the same rate all other Town employees are paid. Such use must have the approval of the Public Works Director or his designee.

#### **Article 29 - Protective Clothing and Uniforms**

1. If an employee is required to wear **protective clothing or any type of protective device** as a condition of employment, such protective clothing or protective device shall be furnished to the employee by the employer; the cost of maintaining the protective clothing in proper working condition, including laundering shall be paid by the employer.

The Town will provide winter and summer footwear to be replaced or repaired on an as needed basis. If the employer must replace a pair of safety footwear after inspection, said footwear may be repaired or replaced at the discretion of the Public Works Director.

The Town will provide five (5) shirts, five (5) pair of pants, one (1) jacket with a zip in liner, and one (1) parka to each employee. Each employee will be responsible for repairs and cleaning and the Town will replace work clothing on an as needed basis. Clothing must be returned in order for it to be replaced.

Safety boots and clothing will be purchased through the Town vendors by the Public Works Director or his designee.

The Town agrees to provide a uniform cleaning service for the Public Works mechanic

#### **Article 29A - Training**

Training schedules shall be based on a voluntary decision of the employee to participate. Once an employee volunteers the following process will prevail:

- A. When the employer provides scheduled training employees so scheduled will attend training.
- B. Employees so scheduled shall be paid at his/her hourly rate for each hour of training.
- C. Employees refusing to attend or participate will be subject to progressive disciplinary action up to and including suspension except when absence is due to legitimate reasons.
- D. Repeat training will be on the employee's own time.

**Article 30 - Contract**

The Town shall make copies of the contract available to all employees within the bargaining unit as soon as possible.

**Article 31 - Savings Clause**

If any provision of this agreement shall be contrary to any existing laws of Town Ordinance, such invalidity shall not affect the validity of the remaining provisions.

**Article 32 - Sanitary Conditions**

The employer and the employees shall cooperate to keep the locker room and bathrooms clean and sanitary.

**Article 33 - On Road Vehicle Responsibility**

The employer shall accept the responsibility for any overweight violation having to do with the transfer station. The employee shall be personally responsible for any driver related violations.

**Article 34 — Well Being Benefit**

The Town will provide a "well-being" benefit to each covered employee. This benefit will allow the employee to enroll in an organized fitness program of the employee's choice, which the Town shall reimburse at the rate of 50% or \$200.00 of its total cost, whichever is less.

Millinocket Public Works Wage Scale

**EXHIBIT "A"**

CATEGORY	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
<b>2021-2022</b>				
LEAD MAN				\$20,800
WW MAINTENANCE TECH1	\$17,454	\$18,183	\$18,911	\$20,192
WW MAINTENANCE TECH2	\$16,308	\$17,036	\$17,674	\$18,884
PW OPERATOR	\$17,003	\$17,732	\$18,471	\$19,420
MECHANIC	\$17,454	\$18,183	\$18,911	\$24,720
<b>2022-2023</b>				
LEAD MAN				\$21,424
WW MAINTENANCE TECH1	\$17,978	\$18,728	\$19,478	\$20,798
WW MAINTENANCE TECH2	\$16,797	\$17,547	\$18,204	\$20,798
PW OPERATOR	\$17,513	\$18,264	\$19,025	\$20,002
MECHANIC	\$17,978	\$18,728	\$19,478	\$25,462
<b>2023-2024</b>				
LEAD MAN				\$22,281
WW MAINTENANCE TECH1	\$18,697	\$19,477	\$20,257	\$21,630
WW MAINTENANCE TECH2	\$17,469	\$18,249	\$18,750	\$20,229
PW OPERATOR	\$18,214	\$18,995	\$19,786	\$20,802
MECHANIC	\$18,697	\$19,477	\$20,257	\$26,480

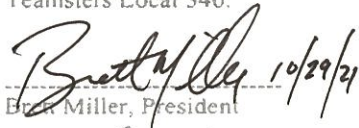
1. Public Works Lead Man- In the absence of a lead man, a stand in shall receive a Job Ticket of \$.50 per hour over their current pay scale level for the period they actually provide Lead man services.
2. The Town may hire at Level one or level two. Employees shall advance one level each year on their anniversary date.
3. All public Works employees covered by this contract shall receive their pay raises on July 1 each year.
4. The WWT maintenance Tech will receive a weekly stipend equivalent to two hours of two hours of regular pay per week for each week he is on-call for the Department.
5. Mechanic helpers will receive a \$.50/hour or no more than the mechanic rate of pay job ticket for each hour worked with the mechanic.


**Article 35 - Duration of Agreement**

This agreement and all its provisions shall be effective as of July 1, 2021. The execution date of this agreement shall be the date the Town and the Union accept its terms and authorize the contract to be signed. The termination date shall be June 30, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not less than 120 days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. This agreement shall remain in full force and effect during the period of negotiations and until thirty days' notice of termination is given by one party to the other which notice shall not specify a date before the anniversary date.

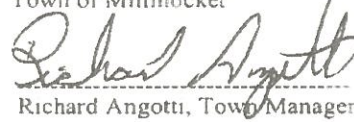
IN WITNESS WHEREOF the parties hereto have hereunto set their hands this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_

Teamsters Local 340:

 10/29/21  
Brock Miller, President

  
Lorne Smith, Secretary- Treasurer

Town of Millinocket

  
Richard Angotti, Town Manager