

Agreement between the Town of Scarborough, Maine

and

Teamsters Union Local #340

for the

Scarborough Public Works Operations Division

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Preamble

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26 M.R.S.A., 961 through 974, 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 1: Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours and other conditions of employment for all its eligible Employees within the bargaining unit (M-1, M-2), effective April 1, 2022 (Maintenance Workers) as determined in accordance with the Municipal Public Employees Labor Relations Act.

Article 2: Probationary Period

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

Article 3: Membership in the Local Union

1. All Employees shall have the right to join the union or refrain from doing so except as otherwise provided herein. No Employees shall be favored or discriminated against either by the Town or by the Union because of membership or non-membership in the Union. The Union recognizes its responsibilities as a bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.
2. All Employees in titles covered by this agreement shall be informed by the Town or steward at the time of hire of the existence of this agreement and the right of Employees after entering the bargaining unit to either join the Union and pay the initiation fees and regular periodic dues or to refrain from paying dues. The Town shall promptly notify the Union of the name and address of each Employee who enters the bargaining unit.
3. In the event this provision for Union security shall be declared invalid by any tribunal of competent jurisdiction, the Union shall defend, indemnify and hold harmless the Town for any and all damages and restitution of amounts paid hereunder.

Article 4: Dues and Fee Deduction

A. The Employer shall deduct regular monthly dues and fees upon receipt of a signed authorization from each Employee (a copy of which is to be retained by the Employer) and a certified statement from the Secretary-Treasurer of the of the Local Union as to the amount for

dues and fees. Such authorization shall be for the life of this agreement and shall be continued thereafter, if an agreement exists between the Employer and the Union, unless an Employee notifies the Union in writing, no more than twenty (20) days and no less than ten (10) days before the expiration of the agreement, of his desire to revoke his authorization for check off. The Employer shall forward all such dues and fees so collected to the Secretary-Treasurer of the Local Union before the fifteenth day of the month following the month in which deductions are made.

B. Delinquent Dues: Upon notification by the Union of delinquent dues or fees, the Employer shall deduct for delinquent dues or fees in addition to deduction for regular dues or fees.

C. The Union shall defend, indemnify, and save the Employer harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and fees and remitting the same to the Union pursuant to this Article.

Article 5: Access to Premises

Authorized agents of the Union shall have reasonable 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 are no interruptions of the Employer's working schedule and does not conflict with regular hours worked. The Union shall provide advance notice to the Town whenever possible of any such access.

Article 6: Grievance Procedure

A. For purposes of this agreement, a grievance is defined as a dispute between the parties as to the meaning or application of a specific term or provision of this contract. Any written grievance submitted shall specifically identify the Article, Clause, Section and alleged violation and the precise remedial action requested.

B. The following procedure shall be used in the handling of grievances provided that time limits may be extended by mutual consent of the parties; such extension requests and responses to the same shall be in writing and copies shall be forwarded to all the parties involved:

Step 1. An employee and/or the shop steward shall present the grievance orally to the employee's immediate supervisor within ten (10) working days of the act or omission giving rise to the grievance or within ten (10) working days from the time the employee should reasonably have been aware of the grievance. The supervisor shall respond in writing within 10 working days.

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

The Department Head shall hold a hearing on the grievance within ten (10) working days from receipt of the grievance. The employee and/or shop steward shall be

given an opportunity to present their case and to respond to any evidence or allegations of the Town.

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

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

The Administrator or his/her Designee shall respond in writing to the Union and the employee within twenty (20) working days of the Step 3 hearing.

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

a. The parties shall within ten (10) working days of the request for arbitration, mutually agree on an arbitrator. If the parties fail to mutually agree on an arbitrator, the requesting party shall make an application to the Maine Board of Arbitration and Conciliation, in accordance with that agency's rules.

b. Expenses for the arbitrator and arbitration proceedings shall be divided equally between the parties. Each party shall bear the expense of preparing and presenting its own case including payment of its representatives and witnesses. A verbatim record may be made at the expense of the requesting party. A copy of such record shall be made available to the other party and the arbitrator.

c. The decision of the arbitrator shall be final and binding on both parties provided the arbitrator complies with the following:

(1) The authority of the arbitrator is limited to disposing of the precise issue submitted.

(2) If either party raises the issue of arbitrability of the grievance, the arbitrator shall make a preliminary ruling on the issue subject to appeal by either party to a court of competent jurisdiction.

(3) The arbitrator's decision shall be consistent with the laws of the State of Maine.

(4) The arbitrator shall have no authority to alter or add to any terms of this contract or to impose on the Town any duty, responsibility or limitation not expressly set forth in this contract.

C. The Town shall have the right to process grievances beginning at Step 3 through arbitration in accordance with Section B.

D. Grievances involving disciplinary action, lay-offs, demotions, transfers, shall be subject

to the grievance procedure.

E. To provide for the mutual resolution of conflicts involving Federal, State or local laws, regulations and rules which affect the employees of the Departments, the Union may process grievances concerning such laws, regulations or rules through Step 3 of the grievance procedure established in this Article. Such grievances are not subject to Step 4 (arbitration) of the grievance procedure.

F. Periodically, at a time agreeable to both the Union and the Town, a committee of three, representing the union, shall meet with the management of the Town of Scarborough for the purpose of reviewing matters of mutual interest, with the intent to eliminate problems before they become grievances, and to further report on conditions of a nature important to the contract.

Article 7: Stewards

A. The Employer recognizes the right of the Union to designate a Steward or an Alternate. The authority of the Steward(s) and Alternate(s) so designated by the Union shall be limited to, and shall not exceed, the following duties and activities.

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
2. The collection of dues when authorized by appropriate Local Union action.
3. 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:
 - i. Have been reduced to writing; or,
 - ii. If not reduced to writing and are of a routine nature.

B. One (1) Steward shall be permitted to investigate, present and process grievances without loss of time or pay for up to two (2) hours per week, unless such time interferes with operations; in such case, the steward must get permission from their immediate supervisor.

C. Steward(s) shall be allowed sufficient time off without loss of time or pay, to represent the Union in all negotiations with the employer concerning collective bargaining; however, at no such time will more than three (3) members of the negotiation team be permitted to negotiate during regular work hours.

D. Steward(s) shall be allowed the use of the department's photocopiers for materials for negotiations and for such other copying that may be authorized by the Director of Public Works.

Article 8: Union Activities

A. Time off for Union Activities: the Town 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 provided that there is two-week notice of any union convention. Due consideration shall be given to the number of personnel affected in order that there shall be no disruptions of Employer's regular operations, winter operations, or on-call

duties due to lack of available Employees.

B. No Discrimination Because of Union Activities: any Employee member of the Union acting in an official capacity whatsoever shall not be discriminated against for his acts as such officers of the Union so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be discrimination against any Employee because of Union membership or activities.

Article 9: Personnel Files

A. Insofar as permitted by law, all personnel records, including home addresses, telephone numbers, and pictures of members shall be confidential and shall not be released to any person other than officials of the department and other municipal officials.

B. Upon request, a member shall have the right to inspect his official personnel record. Inspection shall be during regular business hours and shall be conducted under supervision of the Employer. A member shall have the right to have added to his/her personnel file a written refutation of any material that he considers detrimental including complaints. At the request of the employee, the Employer shall review with the Employee the content of his/her personnel file.

C. No written reprimand shall be placed in a member's personnel file unless the member is first given the opportunity to see a copy of the reprimand. Within five (5) working days thereafter, the member may file a written reply. If the Employer thereafter places the written reprimand in the member's personnel file, he shall also include the reply.

Article 10: Maintenance of Standards

The Town agrees not to enter into any agreement or contract with the bargaining unit Employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void unless agreed upon in writing by both parties.

The Town agrees that all conditions of employment relating to wages, hours of employment, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, unless specifically agreed to by both parties.

Article 11: Severability and Savings Clause

A. In the event that any provision herein is found by any court in competent jurisdiction to be invalid, all other valid provisions shall remain in effect.

B. In the event that any Article or Section is held invalid, or affected by a change in Maine or Federal laws or regulations, or enforcement of or compliance with which had been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or

Section during the period of invalidity or restraint.

Article 12: Injured on Duty

Any Employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his/her Employer, the Employee, before starting his/her next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident.

The Town of Scarborough provides Workers' Compensation Insurance Coverage for all Employees. Any Employee who sustains a personal injury or compensable illness arising out of and in the course of employment shall be paid during each week of total incapacity to work resulting from the injury an amount sufficient, when added to the weekly payment of Workers' Compensation paid with the laws of the State, to equal regular salary or normal wage. Such additional payments shall not be continued beyond six (6) months except upon approval by the Town Manager. No additional payments shall be made in any instance when, in the opinion of the Director of Public Works and Town Manager, the accident occurred as a result of intoxication, violation of rules and regulations on the part of the Employee, or while the Employee was in the employ of any other person, firm, entity or corporation.

Injured employees shall return to work when it is medically determined that they can either return to their pre-injury position or when light duty is available. If employees remain out of work, their future employment status will be determined when they reach Maximum Medical Improvement (MMI). The applicable MMI evaluation shall be that agreed to by the employer and employee in the Worker's Compensation context or, if parties disagree, the applicable MMI shall be that as determined by the Worker's Compensation Board. If the MMI evaluation determines that the employee will not be able to return to work, he/she may be subject to non-disciplinary termination. Nothing in this paragraph is intended to or shall diminish or abrogate the rights of employees pursuant to Maine Workers Compensation Statute, Title 39-A MSRS.

The Town reserves the right to require an independent medical examination to determine the extent of incapacity. The Town reserves the right to require the employee to perform alternate or light duty work for which he/she is physically qualified. If no such work is open and available in the Public Works department, the Town reserves the right to temporarily assign the employee to other Town departments for suitable work within their capacity.

Article 13: Discipline

A. No bargaining unit member shall be disciplined by the Town without just cause. Just cause may include, but is not limited to, the following: violation of any policy, work or safety rules established by the Town; insubordination; neglect of duty; negligent performance of duty; failure to report to work without prompt notice and without good cause; violation of the sick leave provisions of this contract; theft or destruction of Town property; dishonesty; coming to work under the influence of drugs or alcohol, or consuming alcohol or taking drugs on the job (except those drugs authorized by a physician with notice of such being given to the Director);

and the assault, threatening, harassment, or other act of intimidation of a co-worker, supervisor, or citizen.

B. Disciplinary action may include the following: oral reprimand, written reprimand, suspension, , and discharge. The employee shall receive a copy of any disciplinary document.

C. The Town agrees to apply the principles of progressive discipline but reserves the right to proceed to greater discipline depending upon the severity of the violation or offense. Disciplinary demotion shall not result in the lay-off, demotion, or discharge of other employees.

D. No employee shall be suspended without pay or discharged, except upon written notice, stating the reasons therefore, except in cases of gross misconduct, or where the Director, or designee determines that the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the operations or safety of the Department in which case the employee shall be placed on administrative paid leave pending a due process hearing so long as the employee can meet the essential requirements of their position. In the event that such disciplinary action is contemplated by the Town, either written disciplinary notice or a written memorandum of intent to impose discipline shall be given to the employee and a Union officer within fifteen (15) working days of management being made aware of the provoking incident, unless exigent circumstances require extended investigation and/or confidentiality.

E. The Town, before imposing any of the above disciplinary measures beyond written reprimand, shall conduct an investigation at which time the employee and/or the Union shall be given reasonable opportunity to confront his/her accuser and to respond to allegations. The Union and/or the employee shall have the right to challenge any disciplinary action through the grievance procedure as set forth in Article 13. Notice of all disciplinary action will be given to the employee and steward.

F. The employee shall have the right to challenge any of the foregoing disciplinary actions through the contract grievance procedures.

G. If the Town has reason to reprimand, demote, suspend, or discharge an employee, such action shall be done in a manner that will not embarrass the employee before other employees or the public.

H. Should the Town choose to stay disciplinary action during the pendency of contract grievance procedures, any such discipline must be implemented by written notice to the employee and Union within thirty (30) days after the disciplinary action becomes final.

Article14: Bulletin Boards

The Employer agrees to provide suitable space for and maintain a bulletin board in each permanent work location. The Union shall limit its use of the bulletin board to official Union business.

Article 15: Seniority

A. A seniority list, by classification, shall be established naming all 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 permanent hire. Seniority, for the purpose of this Agreement, shall be a major factor in all matters affecting layoff, recall, vacation preference (when applicable or relevant), and shift preference.

B. All new Employees shall serve a six (6) month probationary period starting with his/her first day of employment and will be added to the seniority list at the end of said six- month probationary period.

C. In the event it becomes necessary for the Employer to layoff Public Works Employees for any reason, Employees covered by this Agreement shall be laid off in the inverse order of their seniority within the Department of Public Works, by classification with bumping right within the Department of Public Works in those instances where the Employee is qualified for the position to be continued. All affected Employees shall receive a two (2) calendar week advanced notice of layoff, and the Employer shall meet with the affected Employees prior to the actual occurrence of layoff. Employees shall be recalled from layoff according to their seniority. Recalled employees must return to work no later than 14 calendar days after receiving recall notice (unless written permission to report later is granted in the discretion of the Town Manager) or they shall be deemed to have forfeited their recall rights and Town employment. No new Employees shall be hired for a position covered by this Agreement until all qualified Employees placed in layoff status in the prior twelve (12) months have been afforded recall notices.

D. The seniority list shall be posted once annually for a period of not less than thirty (30) days, and a copy shall be sent to the Union and the Steward(s). Any objections to the seniority list, as posted, must be reported to the Employer within ten (10) days from the date posted or it shall stand as accepted.

Article 16: Examinations

Physical or other examinations required of current Employees by a government body, or the Employer, shall be promptly complied with by all Employees, provided, however, the Employer shall pay for all such examinations. The Employer shall be responsible to Employees only for time spent at the place of examination or examinations. The Town reserves the right to require a fitness for duty evaluation if determined necessary by the Town provided, however, notice of the same is provided to the Union

Article 17: Operations and Overtime

A. Schedule - from Patriots' Day weekend to Labor day, employees will work from 6:00 am to 4:00 pm for a total of four (4), ten (10) hours days (Monday - Thursday or Tuesday - Friday). From the first full week after Labor Day to the week before Patriot's Day, employees will work from 7:00 am to 3:00pm for a total of five (5), eight (8) hour days (Monday - Friday)

B. For hours worked outside of the regular prescribed hours in Section A above, the employee will be eligible for a \$1.00/hour shift differential. At no time shall hours worked within the regularly scheduled hours be eligible for the shift differential. With fourteen (14) days' notice, the Town reserves the right to modify work schedules for legitimate business needs. By mutual agreement, the parties may modify an employee's schedule with less than fourteen (14) days' notice.

C. Nothing herein shall be construed to limit the authority of the Town to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the Town has no control. Such emergency assignments shall not extend beyond the period of such emergency. It is agreed that such emergency assignments are not intended to restrict or eliminate overtime.

D. Employees will be given the opportunity for extra work that may develop outside of the regular schedule referenced above. Any work performed outside the above-mentioned schedule will be paid at overtime pay unless a 14-day schedule modification was provided.

E. Employees may at their option after working overtime, carry up a balance of up to seventy (70) hours of compensatory time however no more than fifty (50) hours may be carried over from one fiscal year to the next. On June 30th of each fiscal year the compensatory time balance in excess of fifty (50) hours will be converted to cash (at the rate that it was earned).

F. Employees covered by this Agreement shall receive compensatory time off for any special holiday time specifically voted upon by the Scarborough Town Council, or by designation of the President of the United States, upon such condition that all other regular Employees receive such time off.

G. Work to be performed outside of the regular work shift shall be assigned as equitably within the unit as is practicable, taking into account a particular employee's , special knowledge, training, or skills, is best suited to perform a certain job or jobs.

H. In justness and fairness to the Town of Scarborough and taxpayers, all employees shall be required to report to work on time, shall not leave the job early, shall be prompt in reporting their assigned duties, and shall faithfully perform their duties. The Town recognizes that, on occasion, circumstances beyond the employee's control may cause him/her to be absent from work for all or part of the day. In these situations, the employee should immediately (before the start of the employee's scheduled shift) notify his/her supervisor if he/she is unable to arrive at work on time or be at work when scheduled.

I. For employees scheduled to work the Tuesday – Friday summer shift assignment are eligible to work two (2) Monday's per month at their overtime rate. Such employees must give notice on the preceding Thursday of their desire to work on the following Monday.

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Article 18: Wages

A.

Step	Wages	Effective April 1, 2022
1	Start	\$20.00
2	After 2	\$20.50
3	After 4	\$21.02
4	After 6	\$21.55
5	After 8	\$22.09
6	After 10	\$22.65
7	After 12	\$23.21
8	After 14	\$23.80
9	After 16	\$24.40
10	After 18	\$25.01
11	After 20	\$25.65
12	After 22	\$26.28
13	After 24	\$26.95
14	After 26	\$27.63
15	After 28	\$28.32
16	After 30	\$29.04
17	32+	\$29.77

B. Employees hired prior to the ratification of this Agreement will receive their next step increase on July 1, 2023 (15 months after implementation) and will receive subsequent step increases every 2 years thereafter on July 1.)

C. 10/1/2022 - Wage increase determined by ECI State and Local Government Workers

table, for the 12-month period ending 12/2021, with a minimum increase of 2% and a maximum increase of 4%

D. 7/1/2023 - Wage increase determined by ECI State and Local Government Workers table, for the 12-month period ending 12/2022, with a minimum increase of 2% and a maximum increase of 4%.

E. Lateral Hires: The Town is permitted to hire qualified applicants to open positions at up to Step 3 in the wage scale.

Article 19: Call-in Pay

A. Any Employee called to work outside of their regularly scheduled work shift shall be paid a minimum of three (3) hours of overtime.

B. Winter Operations shall be November 15th to April 15th. Employees will be provided \$12 per month, in lieu of a pager, during the Winter Operations season.

C. Bargaining unit members must reside within a one (1) hour response time from their primary residence to the Public Works building at 20 Washington Avenue.

Article 20: Work Breaks

Employees will be eligible for two (2), fifteen (15) minute breaks and a paid thirty (30) lunch to be taken at the worksite when applicable, any item needs to be procured off site, one member of the crew will be designated to purchase or retrieve the lunch.

Article 21: Boot Allowance

Employees will be eligible to receive a safety footwear reimbursement allowance of \$125.00 in year one of this agreement (7/1/21), \$200.00 in year two of this Agreement (7/1/22), and \$225.00 per year in Year 3 of this Agreement (7/1/23). All other safety equipment will be provided by the Town.

Article 22: Time off and Family Leave

A. From April 16th to November 14th, time will be granted on a first come first served basis to ensure continuity of service in the operations division, per current practice. no time off will be denied unless it would affect core operations of Public Works as determined by Public Works management. A reasonable amount of prior notification is requested for vacations to be approved. Shorter notice (less than two (2) days before vacation) is at the discretion of the Supervisor.

B. From November 15th to April 15th, with a month's notice, vacation time will be granted on a first come first served basis, provided coverage can be found, by the supervisor, for the employee's plow route. The supervisor will notify the employee within seven (7) calendar days of the request as to whether the request has been approved or not. On shorter notice, vacations

may be granted if operational staffing levels allow and the employee remains available for call-ins.

C. Vacation will be taken in a minimum of two (2) hour blocks.

Article 23: Holidays

A. All regular permanent Employees shall receive 8 hours pay for each of the holidays listed below which they perform no work.

- | | |
|------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Indigenous Peoples Day |
| President's Day | Veteran's Day |
| Patriot's Day | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving |
| IndependenceDay | |
| Christmas Day | |
| Juneteenth | |

B. Employees required to work on a holiday will receive overtime for all hours worked in addition to regular pay.

Article 24: Sick Leave

A. All full-time Employees shall accrue sick pay at eight (8) hours per month commencing with the date of initial employment. Sick leave is defined as leave granted due to personal illness or non-work related bodily injury to the Employee or the Employee's family member.

For purposes of this section, family member is defined to mean spouses, domestic partners (as defined by the Maine Municipal Employee Health Trust), children, parents, brothers, sisters, mother in-law, father in-law, grandfather, grandmother, grandchildren, step-father, step-mother, step-children, or other relative if living in the same household as the Employee.

A maximum of one hundred twenty (120) days of sick leave may be accrued and carried forward from one calendar year to the next. Upon recommendation of the Department Head, the Human Resources Director may require a doctor's certificate for use of sick leave and/or prior to the return to work by an Employee on sick leave for more than one workweek or in circumstances of excessive absenteeism. An Employee shall report all absences to his/her supervisor prior to the start of their regularly scheduled day and in no instance later than one-half hour after the start of shift. Failure to report within this period shall be considered justification for disallowing sick leave for that day. Unless otherwise specified by the supervisor, Employees shall be expected to call on each day of absence. When the nature of the

absence indicates an extended period of time away from work, longer intervals of reporting shall be established by the supervisor. Each Employee will be entitled to sixteen (16) hours of personal time per year. Hours taken as personal time will be deducted from accrued sick leave.

B. Sick leave shall be granted for personal illness or injury that renders the employee unable to perform the duties of his/her employment. Employees shall call in to report sickness prior to the start of the shift for which he/she intends to be absent. The employee shall state the location where he/she can be reached.

C. The Director may require a physician's certificate in the following cases:

1. Absences of any illness or personal injury of more than three (3) consecutive work days.
2. Anytime that the director, after reviewing the employees record, recognizes a pattern which indicates the abuse of the sick leave benefits by that employee.
3. Anytime an employee sustains a personal injury if the personal injury, based on the known information, could reasonably hinder the employee's ability to safely perform the duties of his/her position.

D. Employees whose absenteeism exceeds reasonable levels shall be reviewed as to their physical fitness to perform the work and may at the city's expense be required to pass a physical examination and be certified as physically fit to do their job by a physician of the Town's choice. Excessive absenteeism will be cause for progressive discipline and if uncorrected may lead to dismissal.

E. The Town reserves the right to investigate sick time abuse. Fraudulent use of sick leave may be considered "just cause" for dismissal.

F. Up to forty (40) hours of accrued sick time may be used by the employee each calendar year for the purposes set forth in and provided by the Maine Earned Paid Leave Act.

Article 25: Payment of Unused Sick Leave

Upon retirement or separation in "good standing" full-time employees who have completed 5 years of service, and who retire, resign after giving the proper notice, or are terminated for reasons not attributable to "cause" shall be compensated for one-third (1/3) of accumulated unused sick leave subject to a maximum payment of forty (40) days, one-half (1/2) after 10 years, subject to a maximum of 60 days, three-quarters (3/4) after 15 years, subject to a maximum of 90 days, and 100% after 20 years to a maximum of 120 days. Payment will be made on the next regular payday after the employee's last day of work and, if applicable, in accordance with Section 516 Retirement Health Savings Account. In the event of the death of an employee, the designated beneficiary shall receive the above payment for unused sick leave. An employee's estate shall receive 100% of accrued sick leave for a qualified line of duty death.

"Good standing" shall mean a written, fourteen (14) day notice to the Town in advance of the employee's last actual day worked, in the case of a proper resignation, valid retirement, or separation of the employee from the Town service for other than cause.

Any absence from duty for which sick leave is paid, or for official leaves of absence, shall not constitute a break in the service record.

Article 26: Bereavement Leave

Bargaining Unit employees shall be excused from work for up to five (5) calendar days in the event of the death of spouse, domestic partner (as defined by the Maine Municipal Employee Health Trust), child or parents and up to three (3) calendar days off, in the event of the death of another member of the immediate family and shall be paid at the regular rate of pay for scheduled work hours missed. Immediate family is defined to mean spouse, domestic partner, child, parents, brothers, sisters, mother-in-law, father-in-law, grandfather, grandmother, grandchildren, step-father, step-mother, stepchildren or other relative living in the same household as the employee. The Department Head, with the Town Manager's approval, may grant bereavement leave to employees in the event of the death of other members of the family.

Article 27: Health Insurance

Employees will be offered the opportunity to enroll in the POS-C or PPO-500 plans through the Maine Municipal Employees Health Trust. The Town agrees to contribute 92.5% of the single premium, 87.5% of the employee and child premium, and 82.5% of the family premium of the PPO-500 plan. Employees wishing to enroll in the POS-C will pay the difference in premium between the amounts the employer would otherwise pay towards the PPO-500 plan.

Employees who are currently covered or can be covered under other medical coverage can opt to receive an annual buy-out payment of \$1,500 (divided over 52-weeks and added to the employee's base pay rate). Proof of valid medical coverage must be presented in order to be eligible for this option.

Article 28: Retirement

Employees participate in, and are eligible to receive benefits from the following retirement plans:

Voluntary.

Employees may participate in either the Maine Public Employees Retirement System (MPERS) or the International City Management Association - Retirement Corporation 401 plan (ICMA 401), but not both:

- a. **MPERS.** The Town of Scarborough became a participating district in the MPERS on May 1, 1971. Employees may become a member of the MPERS in accordance with the Plan's eligibility requirements. Employer and employee contributions are made to the MPERS plan in accordance with the requirements of the plan and state law.

Information concerning retirement benefits may be obtained from the Maine Public Employees Retirement System in or from the Human Resources Department.

ICMA 401. The Town of Scarborough entered into an agreement with ICMA for the 401 Money Purchase Plan on 1/1/85. All full-time employees are eligible to participate. Employer and employee contributions are made in conformity with plan requirements. The employee's contribution of 6% is in the form of a deduction from each paycheck. The Town in turn contributes matching funds. Contributions are deferred from federal and state income taxes until withdrawn. Funds may not be withdrawn until termination of employment.

Information concerning retirement benefits may be obtained from ICMA or from the Human Resources Department.

b. **ICMA 457.** Employees contributing to the ICMA 401 or the MPERS may also contribute to the ICMA Deferred Compensation Plan 457 (through payroll deduction up to the annual maximum contribution allowed as approved by the Internal Revenue Service effective January 1st of each year). This contribution is also deferred from federal and state income taxes until withdrawn. Funds may not be withdrawn until termination of employment. The Town will contribute up to an additional 4% to the employees ICMA-RC 457 plan, whatever the employee chooses to match up to the 4% maximum as elected by the employee. Each employee must designate the level of their participation in the ICMARC 457 match no later than February 24th 15 in each contract year.

Article 29: Management Rights

Except as may be specifically provided in this AGREEMENT, the determination and administration of policy for the Scarborough Public Works Department, the operation of the Scarborough Public Works Department, and the control, supervision and direction of all members of the bargaining unit are reserved to, and vested exclusively in, the Town. Further, the Town specially reserves and retains to itself all right of power that it has or may hereafter be granted by law and may exercise the same at its discretion without any such exercise being made the subject of a grievance or prohibited practice charge.

The Union acknowledges that the Town possesses the sole right to operate and manage the Public Works Department and to direct the workforce of this department. The rights, powers and authority necessary to carry out the Town's responsibilities and missions shall be limited only by the specific and express terms of this Agreement.

These rights and powers include but are not limited to the authority to:

1. Determine the missions and objectives of the department.
2. Determine the methods, means and number of personnel needed to carry out the departmental responsibilities, and to subcontract or contract out any of the Town's work, where such action is deemed in the best interest of the Town. The Town agrees that the contracting, outsourcing or regionalizing work will not result in the direct layoff of existing personnel.

Article 30: No Strikes or Lockouts

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

Article 31: Safety Committee

The Public Works Department will have a Safety Committee. The Committee shall make advisory recommendations to the Department Head concerning the safety procedures and training within the department. The Committee will aim to meet on a monthly basis but not less than quarterly. The Committee shall be responsible for modifying, communicating, and monitoring the Public Works Department safety program initiatives, policies or trainings. Employees will familiarize themselves and adhere to all federal and state safety regulations

Article 32: Labor Management Committee

A. The Town and the Union agree to study and implement an improved service delivery of department work and projects, as well as other general public works department activities. However, the parties realize the difficulty of providing answers to all questions that might arise during the life of any collective bargaining agreement. Towards this end, the parties agree to utilize the labor/management committee process to deal with the unforeseen opportunities, events, details, and challenges to improving the services for our citizens.

B. The parties agree to review any pilot programs and ideas which will improve the services for the citizens and which might ensure the retention of existing jobs, increase the efficiency of the operations and other ideas concerning the ability to meet customer demand.

Article 33: Term of Agreement

A. A. Except as specifically provided, the provisions of this Agreement shall be effective as of July1, 2021, and shall continue in full force and effect until June 30, 2024. This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties, and it is expressly understood and agreed that this Agreement shall expire on the date indicated above.

B. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of collective negotiations. During the term of this Agreement, and unless specifically set forth in the agreement, neither party shall be required to bargain with respect to any such matter, whether or not within the knowledge or contemplation of either or both of the parties at the time they bargained for or executed this Agreement.

In WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as indicated below.

BY: Thomas Hall, Town Manager, Town of Scarborough Maine

Thomas Hall Date 2/1/22

BY: Brett Miller, President & Business Agent, Teamsters Local 340

Brett Miller Date 1/10/22

BY: Ed Marzano, Secretary-Treasurer, Teamsters Local 340

Ed Marzano Date 1-6-22

BY: Chris Pallotta, Shop Steward,

Chris Pallotta Date 1/7/22

BY: Ron Tilson, Shop Steward

Ron Tilson Date 1-7-22

BY: Spencer Rice, Shop Steward

Spencer Rice Date 1/7/22

Appendix A – Wage Implementation Plan

Last Name	First Name	DOH	Step 4/1/2022	4/1/2022
DESIMIO	DANIEL	1/24/1994	15	\$28.32
DEERING	GARY	6/14/2010	13	\$26.95
MARTIN	DAVID	7/22/2002	11	\$25.65
NADEAU	RALPH	2/14/2021	10	\$25.01
PALLOTTA	CHRISTOPHER	10/15/1991	17	\$29.77
PALLOTTA	JOSEPH	1/27/1997	14	\$27.63
TILLSON	RONALD	8/25/2003	9	\$24.40
MOULTON	SCOTT	12/10/2012	8	\$23.80
STODDARD	ADAM	9/5/2016	4	\$21.55
RICE	SPENCER	9/26/2016	4	\$21.55
BRACKETT	SHAWN	9/23/2019	2	\$20.50
ZACK	JOHN	10/7/2019	3	\$22.09
BEAUDOIN	MARK	11/16/2020	12	\$26.28
GRIFFIN	SCOTT	11/29/2020	2	\$20.50
BERGESON	DARREN	8/9/2021	3	\$21.02
CROTEAU	JARED	11/8/2021	4	\$21.55
TOMUSCHAT	MARC	11/8/20021	2	\$20.50

Memorandum of Understanding

Town of Scarborough, Maine Fire Department and Teamsters Local #340 for the Scarborough Public Works Operations Division

Clarifying Collective Bargaining Agreement Language (Article 17(b) and Article 23)

This Memorandum of Understanding [MOU] is entered into by the Town of Scarborough, herein referred to as the "Employer" and the Teamsters Local No. 340, for the Scarborough Public Works Operations Division, herein referred to as the "Union" and jointly referred to as the "Parties".

Purpose: The initial agreement between the Parties was ratified in December, 2021. During a review of the document following the ratification by the Parties, two oversights were found requiring further clarification and modification.

Article 17(B)

Current language states; "For hours worked outside of the regular prescribed hours in Section A above, the employee will be eligible for a \$1.00/hour shift differential. At no time shall hours worked within the regularly scheduled hours be eligible for the shift differential. With fourteen (14) days' notice, the Town reserves the right to modify work schedules for legitimate business needs. By mutual agreement, the parties may modify an employee's schedule with less than fourteen (14) days' notice." During discussions occurring during fact finding, we agreed that we should empathize and underscore that the preference is to first seek mutual agreement. We would propose the following language be recognized; "For hours worked outside of the regular prescribed hours in Section A above, the employee will be eligible for a \$1.00/hour shift differential. At no time shall hours worked within the regularly scheduled hours be eligible for the shift differential. By mutual agreement, the parties may modify an employee's schedule with less than fourteen (14) days' notice. With fourteen (14) days' notice, the Town reserves the right to modify work schedules for legitimate business needs."

Article 23(A)

Current language states; "All regular permanent Employees shall receive 8 hours pay for each of the holidays listed below which they perform no work" however the language should reflect the existing practice of affording employees ten (10) hours of holiday pay for holidays that occur between Patriots Day and Labor Day, as reflected in Article 17(A). We would propose the following language be recognized; "All regular permanent employees shall receive 8 hours pay for each of the holidays listed below that fall after Labor Day and before Patriots Day. Employees of the same shall receive ten (10) hours pay for each of the holidays below that fall between Patriots Day and Labor Day."