



**GARDINER CITY COUNCIL  
AGENDA ITEM INFORMATION SHEET**



<b>Meeting Date</b>	06/24/2020	<b>Department</b>	City Council
<b>Agenda Item</b>	4.g Ratify Union Contracts		
<b>Est. Cost</b>	n/a		

**Background Information**

Teamsters Local #340; AFSME Local 2011 General Unit Council No. 93; Gardiner Professional Firefighter's Local 2303; and Gardiner Police Officers Association and Authorize the City Manager to Sign.

Attached are one-year contracts for each of the city's four unions. Besides minor health insurance language change all unions have agreed to a one-year contract with a 3% pay raise. The General Unit includes council approved wage scale adjustments for Building and Grounds and Library employees. The Firefighters Union also had a schedule change to 42 hours per week.

<b>Requested Action</b>	"I move to ratify all the union contracts and allow the City Manager to sign."
<b>City Manager and/or Finance Review</b>	The City Manager recommends the above action.
<b>Council Vote/ Action Taken</b>	
<b>Departmental Follow-Up</b>	

<b>City Clerk Use Only</b>	1 <sup>st</sup> Reading _____	Advertised _____	<b>EFFECTIVE DATE</b> _____
	2 <sup>nd</sup> Reading _____	Advertised _____ w/in 15 Days	
	Final to Dept _____	Updated Book _____	Online _____

**FIREFIGHTERS**

**JULY 1, 2020–JUNE 30, 2021**

**AGREEMENT BETWEEN THE CITY OF GARDINER  
AND LOCAL 2303 OF THE INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS  
AFL-CIO**

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - RECOGNITION .....	1
ARTICLE 2 - UNION SECURITY .....	1
ARTICLE 3 - CHECKOFF .....	2
ARTICLE 4 - PROBATIONARY PERIOD .....	2
ARTICLE 5 - SENIORITY .....	2
ARTICLE 6 - SCHEDULED AND UN-SCHEDULED VACANCIES .....	3
ARTICLE 7 - VACANCIES AND PROMOTIONS .....	4
ARTICLE 8 - PERSONNEL REDUCTION .....	4
ARTICLE 9 - WAGES.....	4
ARTICLE 10 - HOURS OF WORK.....	5
ARTICLE 11 - ANNUAL LEAVE .....	6
ARTICLE 12 - INSURANCE AND RETIREMENT .....	6
ARTICLE 13 - RETIREMENT .....	7
ARTICLE 14 - UNIFORMS AND PROTECTIVE CLOTHING.....	7
ARTICLE 15 - MANAGEMENT RIGHTS/EMPLOYEE RIGHTS.....	8
ARTICLE 16 - HOLIDAYS.....	10
ARTICLE 17 - PAID LEAVES .....	10
ARTICLE 18 - UNPAID LEAVE OF ABSENCE .....	11
ARTICLE 19 - GRIEVANCE PROCEDURE.....	11
ARTICLE 20 - COURT TIME .....	12
ARTICLE 21 - ROUTINE MAINTENANCE .....	12
ARTICLE 22 - GENERAL PROVISIONS .....	12
ARTICLE 23 - BULLETIN BOARD .....	13
ARTICLE 24 - ACTIVITY ON EMPLOYER'S TIME .....	13
ARTICLE 25 - PROMOTIONS .....	13
ARTICLE 26 - TRAINING.....	14
ARTICLE 27 - WORKING HIGHER CLASSIFICATION.....	16
ARTICLE 28 - JOB STRESS .....	16
ARTICLE 29 - PAST PRACTICES .....	16
ARTICLE 30 - LIGHT DUTY RETURN TO WORK.....	16
ARTICLE 31 - DETECTION OF SUBSTANCE ABUSE .....	17
ARTICLE 32 - DURATION OF AGREEMENT .....	18
APPENDIX A - WAGE SCHEDULE .....	19
APPENDIX B - SENIORITY LIST .....	20

**AGREEMENT BETWEEN THE CITY OF GARDINER  
AND LOCAL 2303 OF THE INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS  
AFL-CIO**

This agreement is entered into by the City of Gardiner, hereinafter referred to as the Employer or the City, and Local 2303 of the International Association of Firefighters, AFL-CIO, hereinafter referred to as the Union.

The Parties agree as follows:

**ARTICLE 1 - RECOGNITION**

Section 1. The City recognizes the Union as the sole and exclusive bargaining agent for the bargaining unit which comprises permanent employees of the Fire Department holding the positions of Firefighter/Paramedic or Advanced EMT, Captain, and Lieutenant for the purposes of collective bargaining and entering into agreements relative to wages, hours of work and working conditions.

Section 2. The Union recognizes that this agreement shall be effective to the extent it is consistent with the rights conferred upon the City by the City Charter, and the Municipal Public Employees Relations Laws, Chapter 424, Public Laws, 1969.

Section 3. The City will provide the Union with one (1) copy per member plus one (1) extra of this Agreement within thirty (30) days after the signing of this agreement. The City upon employment will issue new employees a copy of this agreement.

**ARTICLE 2 - UNION SECURITY**

Section 1. Within thirty (30) days following the execution of this Agreement, all employees covered by the Agreement and who are not members of IAFF shall be provided and required to choose from the options of membership in IAFF, the payment to IAFF of a service fee equal to eighty percent (80%) of IAFF dues as a contribution towards the costs of collective bargaining, contract administration and the adjustment of grievances or exclusion from both. Any employee thereafter who is or becomes covered by the Agreement and is not a member of IAFF shall be provided and required to choose from such options within thirty (30) days after such conditions are met. A failure to choose membership or the eighty percent (80%) service fee options shall constitute a choice of exclusion from both.

Any Employee choosing either the option of membership in IAFF or the option of payment of the eighty percent (80%) service fee shall be required to sign a written payroll deduction authorization form authorizing deduction from his or her pay of the membership dues or service fee from the thirtieth (30th) day following execution of the Agreement or the day thereafter the employee becomes covered by the Agreement and such written authorization shall be irrevocable for the term of this Agreement.

Any employee choosing exclusion from both the membership and the eighty (80%) service fee options shall be bound by such choice for the term of the Agreement and shall be entitled to the services of IAFF under the Agreement only upon payment to IAFF of reasonable fees, including reasonable fees for employee representative services and attorneys' fees, and costs and expenses, including arbitrators' fees and expenses, incurred by IAFF. The current schedule of IAFF fees is attached to this Agreement for informational purposes.

Any such employee complying with these conditions shall be entitled to IAFF services under the Agreement only on the same basis and under the same terms as IAFF members and employees paying the eighty percent (80%) service fee.

IAFF shall indemnify, defend and hold the City harmless against all claims and suits which may arise as a result of action taken pursuant to this Article.

**SERVICE FEE SCHEDULE:**

Attorney fees: \$100.00 per hour  
Employee Representative Fees: \$50.00 per hour  
Research fees: \$50.00 per hour

All fees are charges on the basis of minimum 15 minute periods.

**ARTICLE 3 - CHECKOFF**

Section 1. Upon the written authorization by an employee, the City agrees to deduct from the wages of each employee Union membership dues on a weekly basis, and deliver the same to the Union Treasurer on a monthly basis. If any employee does not have a check coming to him, or the check is not large enough to satisfy the assignments, no collection shall be made from the employee that week.

**ARTICLE 4 - PROBATIONARY PERIOD**

Section 1. All new employees shall serve a probationary period of six months. The probationary period shall comprise an "at will" employment term during which the employee shall have no seniority rights and no access to the grievance rights and procedures of this Agreement. All new employees shall be fully informed of their probationary status and of the City's right to terminate their employment without cause during the term of probation. All employees who have served the six-month probationary term shall be classified as regular employees and the probationary period shall be considered as part of that employee's seniority time.

Section 2 - Within twenty-four (24) months of the date of appointment, all new employees of the department hired after December 1, 2016 shall, as a condition of employment, have attained a Maine Paramedic license, maintain said license and perform the duties associated with Paramedic licensure level. The provisions identified in Article 25 shall apply to this article.

Achieving and maintaining of such licensure level required by this Article shall constitute a condition of employment and failure to achieve such required licensure shall be considered just cause for dismissal. Employees failing to maintain such licensure level required by this Article shall be terminated.

The City agrees that should the required courses for Paramedic level training for new employees required by this contract not be available, that adequate time shall be made available to employees to complete said training for certification and licensure.

**ARTICLE 5 - SENIORITY**

Section 1. A seniority list shall be established listing all the employees covered by this agreement, with employee with the greatest seniority listed first. Seniority shall be based on the employee's date of hire. The list will be made available and made part of this agreement at the signing of this agreement.

Section 2. Seniority shall be a major governing factor in all matters affecting promotion, transfer, reduction in work force, recall and vacation preference provided the employees are equally qualified. Work shift assignment shall be made to ensure that each shift is properly staffed with staff members who have the appropriate levels of licensure. When license level is not an issue, seniority shall be the major contributing factor governing work shift assignment.

Section 3. Any rehired Gardiner firefighter who has already served the probationary period shall not be required to serve another probationary period. Nevertheless, all prior seniority rights shall be lost upon rehiring. The City Council, through its City Manager, subject to Union approval, may grant a leave of absence, without pay, to any employee without loss of that employee's seniority rights.

## ARTICLE 6 – SCHEDULED AND UN-SCHEDULED VACANCIES

Section 1. Filling of Shift Vacancies. On all scheduled vacancies (vacations, comp and extended leaves of sickness).

Definitions:

**Scheduled vacancy** – Any vacation, comp, training or extended leaves of sickness that occur with 6 or more days' notice.

**Unscheduled vacancy** – Any vacancy, including but not limited to vacation, comp, sick or training that occurs after the posting for scheduled vacancies has been completed and occur with less than 6 days' notice.

**Day** – A day is considered a 24-hour period

**Filling a scheduled vacancy:** When an overtime shift(s) must be filled due to a scheduled vacancy the overtime shift(s) will be posted by 10:00am (barring any unforeseen circumstances) on the first three (3) days of each month, no more than sixty (60) days in advance. The available overtime will remain posted for a period of six (6) days. This shall allow any eligible fire department employees interested in working the vacancy the opportunity to sign up for the shift. On the sixth day the vacancy will be filled from the overtime roster with the first person on the list having their option of 24 hours or 12 hours and such shall be indicated when signing up for the vacancy. Once the shift has been awarded, it is the assigned employee's responsibility to ensure it is covered. If no one volunteers for the shift, it will be assigned in accordance with the overtime order in list.

When vacancies occur after the monthly schedule vacancies are filled but where there is at least 4 days' notice prior to the overtime, the vacancy will be posted for 4 days and filled from the overtime roster.

E.g.: Overtime will be posted on February 1 (C shift, February 2 (A Shift) and February 3 (B Shift) for scheduled overtime for the month of March. On March 1st, 2nd and 3rd scheduled vacancies will be posted for April and so on.

**Filling an unscheduled vacancy:** If the vacancy occurs with less than 6 days' notice employees will be notified of the vacancy by toning a 410, and using the computer paging system. The first eligible person on the list shall be awarded the remaining hours of the shift.

Whenever someone calls in sick, the shift officer shall call by phone the personnel who could possibly be available for the overtime, eliminating the 30-minute wait.

Ordering in to fill vacant shifts will be for no more than 12 hours for each time ordered in.

When taking time off in blocks of (2) two or more consecutive shifts, personnel will indicate by posting and initialing on the calendar "N/A or not available" dates they will not be available for overtime and ordering- ins.

THE FOLLOWING GUIDELINES WILL BE USED WHEN TRANSMITTING A "410".

1. The station base radio and computer paging system shall be used to transmit all "410".
2. Personnel shall be allowed 30 minutes from time of the "410" transmission to call the station and put your name on the overtime list. The person holding the highest position on the overtime job roster will be called back as soon as possible and awarded the overtime.

3. The shift officer or acting officer may ask person to person if interested in overtime.
4. Personnel must identify a call back number when putting their name on the overtime list.
5. If after one half hour, no one volunteers for overtime, the officer or acting officer shall go to the "order-in-list" and fill the vacancy.
6. If working a swap, personnel shall be considered not available if working that same time period as the vacant position.
7. Personnel attending school or class paid for by the City shall not be eligible for the overtime.
8. Vacancies shall be filled as they occur.
9. Only the person accepting the overtime shall be rotated to the bottom of the list.
10. Any person may refuse any and all voluntary overtime and not be rotated on the list.
11. The person being ordered in shall not be rotated on the voluntary overtime roster.
12. In the event you are ordered in, you may try on your own to replace yourself; however, you and the person replacing you will not have been considered "ordered in" and your replacement will be rotated on the overtime list.

**NOTE:** Captains and acting captains are responsible for filling vacant shifts in advance on their own shifts.

### **"SECOND ROTATING ROSTERS"**

The intent of the "second rotating rosters" is to be used to fill vacancies of no less than (2) two hours and no more than (8) eight hours of time. The person(s) who works the vacancy will have their name rotated to the bottom of this list without affecting their order on the regular overtime roster of (8) eight hours and above.

At no time is this second rotating list to be used to call back persons to cover rescue/fire calls.

### **ARTICLE 7 - VACANCIES AND PROMOTIONS**

Section 1. When a vacancy occurs in any position within the bargaining unit, which is an appointment of the Fire Chief, it shall be posted for a period of ten days to give each member in the next lower classification an equal opportunity to apply for the vacancy.

### **ARTICLE 8 - PERSONNEL REDUCTION**

Section 1. In the event that the City decided to reduce the personnel of the Fire Department, the employee(s) with the least amount of seniority shall be laid off first. No new employee shall be hired until all laid off employees have been given an opportunity to return to work.

### **ARTICLE 9 - WAGES**

Section 1. Appendix A shall be the schedule of wages payable weekly to the employees of the Fire Department covered by this agreement.

Section 2. In addition to the wages enumerated in Appendix A of this agreement, the City will pay the following amounts per week upon proof of current licensure by the State of Maine for the level indicated:

Advanced EMT/\$42.00

Paramedic/\$82.00

Section 3. In addition to the above, the City will pay ten percent (10%) to the shift Captains and five percent (5%) to the Lieutenants.

## ARTICLE 10 - HOURS OF WORK

Section 1. The regular hours of work each day will be consecutive, 24 hours on and 72 hours off.

Section 2. The tour of duty for employees holding the position of Captain, Lieutenant, and Firefighter/EMS shall consist of not more than 144-168 hours in 21-28 consecutive days (4842-hours average week). Employees will be on Kelly-Day every eighth shift in their cycle. Each of the scheduled 24-hour shifts shall be interrupted by at least two three 24-hour days, except when there is a change of duty shift for a firefighter. change. In the event of a shift change that results in a disruption that lessens the of the 24-on/4872-off schedule, affected employees shall be paid at an overtime rate consistent with Section 4 of this Article. The regular tour of duty shall be from 0700 hours to 0700 hours each day.

~~Section 3. There shall be (2) two firefighter/EMS positions with a tour of duty that consists of (2) twenty-four hour shifts, for an average weekly total of (48) hours. The Swing Shift schedule rotation is based on a (6) week cycle and shall be as follows:~~

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1	S1	S2	OFF	OFF	OFF	S1	S2
Week 2	S1	OFF	OFF	OFF	S2	S1	S2
Week 3	OFF	OFF	S1	S2	S1	S2	OFF
Week 4	OFF	S1	S2	S1	S2	OFF	OFF
Week 5	OFF	S1	S2	S1	S2	OFF	OFF
Week 6	S1	S2	S1	OFF	OFF	OFF	S2

~~The two employees holding the Swing Shift position shall be identified as Swing (1) one or S1 and Swing (2) or S2. These employees are eligible for overtime, shift vacancies, Fire/Rescue callbacks, and order-ins. Overtime for these positions shall be consistent with this article; Section 6. All other articles of this agreement apply to the swing employees. Employees in the swing position shall not hold any rank.~~

Section 4. If reduction in hours is brought about by State and Federal legislation during the term of this contract, the City and the employees covered by this bargaining unit agree to renegotiate Sections 1, 2 and 4 of this Article 9.

Section 5. Overtime pay for employees holding the position of Captain, Lieutenant, and Firefighter/EMS shall be at the rate of time-and-one-half of the employee's hourly rate for all hours worked in excess of 144-168 hours in a 2128 consecutive day period (4842-hour average week). The hourly overtime rate shall be computed by dividing the employee's weekly pay by 4842 and multiplying that quotient by one-and-one-half.

Section 6. In the event that a Fire Department employee covered by this Agreement is recalled to duty because of any emergency, the employee shall be paid the overtime rate or comp time at time and a half for actual time worked, but not less than the pay for three (3) hours overtime for rescue calls and four (4) hours overtime for Fire calls.

Section 7. Any firefighter called to work overtime for the manning of Fire Department apparatus and ambulance-rescue vehicles shall be taken from an overtime job roster, posted at fire headquarters. Firefighters called for overtime work shall be called in the order they hold on the overtime job roster. At no time shall any shift be without a Captain or Lieutenant on duty. Any firefighter may refuse any and all overtime work except that of any emergency nature as defined by the Chief or his designee.

Section 8. In the event of a shift vacancy for which no firefighter volunteers to work, the Chief or his designee may order firefighters back to work in rotating order, starting with the least senior firefighter. The first firefighter on the callback rotating roster contacted will be required to report for work provided that the person is not already scheduled to work the same time period. The City will have fulfilled its requirement to contact the least senior person on the callback rotating roster by telephoning that person's home, cell phone or the phone number provided by the employee.



## ARTICLE 11 - ANNUAL LEAVE

Section 1. Each employee subject to this contract, except as provided in Section 1A, shall earn vacation with pay on the following basis: Ten (10) hours shall be earned for each completed full month of service during the first six (6) years of service with the City. Thereafter, provided the last six (6) years of service have been continuous, vacation shall be earned on the following basis: for each completed full month of service with the City, fifteen (15) hours shall be earned until fifteen (15) years have been completed; then twenty (20) hours per month shall be earned until twenty (20) years have been completed; thereafter, twenty-five (25) hours shall be earned for each completed full month of service.

Employees with less than six years continuous City employment will be allowed to accumulate up to 5 days of vacation; employees with more than six years' continuous service, but less than 15 years, 7.5 days; and employees with more than 15 years continuous service, but less than 20 years, 12.5 days; and employees with more than 20 years, 15 days. One work day shall consist of twenty-four hours. Vacation time shall be taken in blocks of at least twelve hours.

Section 2. Vacations shall be granted during the calendar year. Selection for the vacation period shall be based on seniority, with the employee having the most seniority afforded first selection of vacation leave. A maximum of two (2) employees may be off concurrently provided the department is fully staffed. During times when the department is not fully staffed only one (1) employee may take earned time off unless another employee is available to work without being ordered in. Any employee upon request shall be told the amount of their accumulated vacation leave. Employees are required to request vacation time at least ten (10) days in advance.

Section 3. Employees shall be eligible to request a "cash out" of some of their accrued vacation time. An employee wishing to do so must make a request to the Fire Chief, who will approve or deny the request in whole or in part based on the Fire Chief's determination of the need for the employee to take vacation time, as well as available funding. Employees approved for a "cash out" shall be paid at their regular rate of pay for up to one half of their annual accrued vacation (maximum of two weeks).

## ARTICLE 12 - INSURANCE

Section 1. The City of Gardiner shall provide to its employees Worker's Compensation coverage.

Section 2. In the event that a member of the bargaining unit is incapacitated from duty because of any injury sustained in the performance of their duty, the City shall pay them the difference between Worker's Compensation payments based on 100% disability and their regular rate of pay for up to one year from the date of injury or until such time as they have been accepted for disability retirement under Maine Public Employees Retirement System (MePERS) or decreed, determined or classified to be permanently, totally or partially disabled by the Worker's Compensation Commission or insurance carrier of the City. After one year from the date of injury the employee may use "Banked" or regular sick leave to make up the difference between Worker's Compensation payments based on 100% disability and their regular rate of pay until one of the above mentioned events occurs or until accumulated sick leave is exhausted, after which the City need not make any further supplementary payments.

Section 3. The City shall maintain a group medical, major medical and hospital insurance policy. Coverage shall be Maine Municipal Employees Health Trust (MMEHT) PPO2500 Plan with the Health Reimbursement Account (HRA) at the level described in paragraph two, or a substantial equivalent. Effective May 1, 2012: employees electing the single plan coverage shall pay ten percent (10%) of the premium and the city shall pay the remaining ninety percent (90%). For those employees electing dependent coverage, the City shall pay one hundred percent of the cost for the employee and sixty-five percent (65%) of the additional cost of any level of dependent health insurance coverage selected by the employee. The employee shall pay the remaining thirty-five percent (35%) of the premiums for the dependent coverage.

The maximum out-of-pocket expense for in network services under the PP0-2500 plan is set by MMEHT per calendar year. Through a health reimbursement arrangement (HRA) administered by a company of the City's choosing, the City will reimburse employees for the maximum out-of-pocket, in network, expenses paid by the employee up to the maximum per calendar year.

Section 4. The City agrees to pay for repair or replacement of an employees' eyeglasses and/or dentures when damaged in the line of duty. The City will reimburse up to \$50.00 for the repair or replacement of personal items lost or damaged in the line of duty. Lost items will be reimbursed solely at the Chief's discretion. All claims shall be made to the Chief of the department.

Section 5. Any employee who has comparable group health insurance coverage may opt out of the City's health insurance program. Employees electing this insurance buyout will receive a monthly stipend of \$332.50 in lieu of taking the coverage.

### **ARTICLE 13 – RETIREMENT**

Section 1. The City requires that all permanent, full-time employees participate in the Maine Public Employees Retirement System (MePERS). This retirement plan provides two-thirds of the employee's average final compensation if the employee works under the plan for 25 years. The employee will also receive an additional 2% of average final compensation for each year worked over 25. Participants are vested after 5 years in the plan.

In addition to the retirement pension, there are survivor's benefits, disability benefits, death benefits and military benefits.

The plan provides for retiree Cost-of-Living-Adjustments (COLA's) and are calculated annually (by MePERS Board of Trustees), based on the Consumer Price Index for All Urban Consumers (CPI-U) as of the end of each fiscal year ending June 30. All provisions of the plan are established by the MePERS and may be changed.

Section 2. Employees hired after 7/1/17, who have had 25 years of continuous service with the Gardiner Fire Department will be eligible for a one-time bonus in the amount \$10,000 upon their retirement or separation of employment in good standing.

### **ARTICLE 14 - UNIFORMS AND PROTECTIVE CLOTHING**

Section 1. If any employee is required by the employer to wear uniform, protective clothing, or any type of protective device as a condition of employment, the employer shall furnish such uniform, protective clothing or protective device to the employee, at the time of employment. It is understood that all such uniforms and equipment shall remain the property of the City of Gardiner. All employees will be provided with PPE that meets current OSHA and NFPA Standards as required by the State of Maine.

Section 2. Each employee, at the time of employment will be provided two (2) ¼ Zip heavy sweat shirts (aka Job shirt or Game Shirt), three (3) Polo shirts, one (1) class B short sleeve shirt, one (1) class B long sleeve shirt, three (3) pairs of pants, one (1) pair of shoes and one (1) pair of insulated leather boots at least eight (8) inches high.

On July 1st of each year the City will establish an account for each non-probationary employee containing four hundred dollars (\$400.00) , for the purchase of new and replacement uniforms and equipment. Money left in the account at the end of each fiscal year reverts to the City. Uniforms damaged in the line of duty will be replaced by the City outside the clothing allowance per the discretion of the Fire Chief. All items provided are and remain the property of the City.

Section 3. Uniform laundering will be done in-house by the employees, except in cases of blood-borne pathogens and contamination. The City will supply laundry soap and fabric softener and pay for any laundering services as outlined above.

Section 4. The employee agrees that this apparel will only be worn or used while the employee is in the service of the City, and that all such apparel is, and remains, the property of the City. Upon request of an employee, the Chief may, at his sole discretion, repair or replace any uniform or equipment item issued, due to loss or damage in the line of duty.

## **ARTICLE 15 - MANAGEMENT RIGHTS/EMPLOYEE RIGHTS**

Section 1. The City retains all rights and authority to manage and direct its employees and to determine work shift assignments, except as otherwise specifically provided in this agreement. The City may adopt rules and regulations for the operation of the department and the conduct of its employees, provided such rules do not conflict with any provision of this agreement. The City shall furnish each employee a copy of all existing work rules and update same yearly for distribution to all employees, no later than February of each year. It will be the responsibility of the employee to daily read the bulletin board or memos of working rules.

Section 2. The City agrees to furnish each employee, in writing, the policy regarding fire alarms and rescue calls, stipulating which pieces of apparatus are to respond in any given situation, when the apparatus is to respond, and the specified areas within and without the City. In lieu of a written policy stating the above, the City agrees to furnish a policy, in writing, which states, in effect, that the disbursement of the fire apparatus for any given situation of a fire alarm or rescue call will be left to the discretion of the officers on duty at the time. Any changes in the policy will be given to each employee, in writing, at least five (5) days prior to its effective date.

Section 3. When an employee is placed on paid leave in circumstances where they have been charged with and/or convicted of a felony under criminal law, behavior including off duty behavior, or conviction of a misdemeanor which causes or has the potential for discredit to the department and/or of eroding the public's confidence in the City, its employees and its services – the City will pay them by using their existing vacation, sick, and compensatory time. Once this time is exhausted, the City will continue paying the employee until a decision is made to have the employee return to work or be separated from employment. If the employee is cleared to return to work, the sick, vacation, and compensatory time shall be replenished. If the employee is terminated, they will not have any time on the books to cash out. While on paid leave employees shall not accrue vacation and sick time. Nothing in this clause shall prohibit the City from terminating an employee charged with a crime or pursuing other disciplinary means.

### **Section 4. PROGRESSIVE DISCIPLINE**

Depending on the nature and circumstances of an incident, discipline will normally be progressive and bear reasonable relationship to the violation. A serious or major performance or behavior deficiency may result in more severe disciplinary action and may not necessarily be preceded by less severe forms of disciplinary action. The types of discipline that may occur are as follows in general order of increasing formality and seriousness. All disciplinary action must be for just cause.

#### **Counseling**

Counseling is a discussion to explain an actual performance deficiency and emphasizing expected standards. Supervisors and/or department heads shall make every attempt not to ignore minor deficiencies, but rather to correct them. Sometimes the employee may need further training or they may not know the proper procedure. One purpose of counseling is to determine what corrective measures can be taken to improve employee performance. Counseling shall be documented by the supervisor and/or department head and placed in the employee's personnel file.

#### **Verbal Warning**

A verbal warning is a verbal statement by the supervisor and/or department head to an employee, usually detailing an unsatisfactory element of job performance and is intended to be corrective or cautionary. A verbal reprimand defines the area of needed improvement, and informs the employee that failure to improve may result in more serious actions. Verbal warnings shall be documented in writing by the supervisor and/or department head and placed in the employee's personnel file.

### **Written Reprimand**

A written reprimand shall be issued by the department head. The written reprimand shall contain a statement of the cause for the action, improvement or corrective action required of the employee, time frames for such action, and possible results of the employee's failure to comply. An employee receiving a written reprimand may respond to that action and a copy of the response shall be attached to the reprimand. A copy of which shall be signed by both the employee and the Human Resource Director for placement in the employee's personnel file. More than one written warning may be given. If the warning is the final warning before the next disciplinary step, that warning will state that it is the "Final Written Warning." A first Written Warning may also be a Final Written Warning depending on the severity of the performance or behavior issue.

If the employee refuses to sign the written warning, then the department head and one other witness shall note on the warning that the employee received a copy thereof and refused to sign it.

### **Temporary Relief from Duty**

Under certain circumstances, it may be necessary to restrict an employee immediately from performing duties at the work site. The circumstances usually involve potential danger to the employee, co-workers, or the public, or the employee's inability to perform assigned duties satisfactorily. Because of the need for immediate action, the decision to relieve an employee from duty is typically the responsibility of the supervisor or department head. In these situations the following procedure is to be followed:

1. As soon as possible, the supervisor or department head taking the action to relieve from duty an employee will prepare a written statement of the action taken and the reasons for such action.
2. The department head will prepare, together with the supervisor, the statement of charges and document any supporting evidence.
3. The department head and Human Resource Director will review all evidence to determine disciplinary direction.

### **Suspension**

A suspension is the temporary removal of an employee from duty generally without pay. Suspension shall be used when all other means have been tried without success and it is believed that suspension will bring about the required improvement in the employee's behavior or performance, or when the cause is sufficiently serious to warrant such action independent of other disciplinary means. A department head may recommend the suspension of an employee after carefully reviewing all facts and reviewing same with the Human Resource Director. Employees will be provided a letter of suspension, which will (a) state the effective date; (b) length of duration; (c) reasons for action, including a statement of the particular facts which evidence each performance deficiency and identification of each performance deficiency; (d) a list of exhibits and witnesses supporting the statement of facts; (e) a notice of the employee of their rights to appeal the action. In no event will the use of paid time be allowed during a period of suspension without pay. Should a paid holiday occur during a period of suspension without pay, the suspension period will be extended by the number of holidays occurring during the suspension period.

### **Disciplinary Demotions**

Under circumstances of demotion for disciplinary reasons, an employee may be reallocated from a present job within the department to one having lower responsibilities, skill requirements, performance standards, and rate of pay upon recommendation of supervisory personnel and/or the department head. The decision to demote an employee shall be the City Manager's. A copy of such written notice will be given to the affected employee and the Human Resource Director for placement in the employee's personnel file.

### **Removal/Discharge from Employment**

An employee may be removed or discharged from employment with the City when the employee's work or misconduct warrants, after the employee receives cause, notice and hearing where the employee will be permitted to present evidence that they should not be removed or discharged. If the City is contemplating removal or discharge, the

employee will receive a notice statement the cause for such a decision and setting a hearing date no later than 72 hours prior to the hearing. If, following the hearing, the City elects to remove or discharge the employee, the employee will be provided a letter of discharge, which will (a) state the effective date; (b) reasons for action, including a statement of the particular facts which evidence the reason(s) for discharge; and (c) a notice to the employee of their rights to appeal the action.

**Initiating Discipline: Consideration and Notice**

Disciplinary notice to employees should, as a general rule, contain the following information:

- A. A statement of the disciplinary action to be taken and its effective date.
- B. A statement of the reason(s) for imposing the discipline and the nature of the violation.
- C. Attachment of any supporting material or evidence where appropriate.

Service of disciplinary notice will be deemed to have been made upon personal presentation or by certified mail addressed to the employee's last known address on file.

Section 4. Any employee receiving a written warning shall have the warning removed from their personnel file by the City after 18 months, providing no other disciplinary action has been taken during the period. If further action has been taken, the eighteen (18) month period shall start over.

Any employee receiving a verbal warning shall have the warning removed from their personnel file by the City after 12 months, providing no other disciplinary action has been taken during the period. If further action has been taken, the twelve (12) month period shall start over.

**ARTICLE 16 - HOLIDAYS**

Section 1. Comp time will be granted to all firefighters that work all or any part of the identified holiday. Comp hours awarded will be limited to the actual number of hours worked on the identified holidays. The additional hours shall be accumulated as holiday comp time.

New Year's Day	Labor Day	Memorial Day
Veterans Day	Patriots Day	Presidents Day
Martin Luther King Day	Columbus Day	Independence Day
Thanksgiving	Christmas Day	

Section 2. If an employee chooses to take compensatory time off, they may do so, provided they notify the Fire Chief or designee of his preference. Compensatory time may be taken off with prior approval of the Chief or designee; said approval shall not be unreasonably denied. Compensatory time shall be limited to a maximum of 96 hours on the books at any one time. The minimum number of hours that may be taken off as comp time is two (2) hours. Any comp time hours above 96 will automatically be paid out at the straight time rate for the individual employee.

**ARTICLE 17 - PAID LEAVES**

Section 1. Employees shall be allowed one working day of sick leave for each month of their active service and may be accumulated to a maximum of 120 days. Employees will be paid for one half (1/2) of any sick days earned over 120 days. These payments shall be the last payroll in June and the last payroll in December. Sick leave for the current month will be granted after the employee has been compensated for at least one-half of that month. Any employee, upon request, will be told the amount of accumulated sick leave.

The Union will not condone repeated absences from work of any employee without just cause. Employees not expecting to work because of emergencies or other justifiable causes, must notify their respective superior officer one (1) hour before schedule time-on.

Section 2. When an employee's employment with the City terminates as a result of, layoff, voluntary separation, retirement or death, the employee shall be paid for unused sick time, one half, not to exceed 60 days. Employees hired after 7/1/17 are not eligible for the sick leave pay out from the City.

Upon retirement, the employee will be paid for up to 240 hours accumulated sick leave which may be credited towards earnable compensation for determining MePERS sick benefits and will be paid one-half of any remaining sick days, not to exceed 50 days.

Section 3. In the event of death in the employee's family, spouse, parents, step-parents, children, step-children, wards, guardians, brothers, sisters, step-brothers, step-sisters, in-laws, grandparents or spouse's grandparents the employee shall be granted sufficient paid leave to allow for three consecutive days of bereavement with an additional day, if necessary. One additional shift off will be granted in the event of the death of a spouse, child or step-child. In the event of the death of an employee's Aunt, Uncle, Niece or Nephew up to 12 hours paid time off shall be allowed.

#### **ARTICLE 18 – UNPAID LEAVE OF ABSENCE**

An administrative or special leave may be granted to an employee, when approved by the City Manager, for the purpose of an injury, illness, or disability when such leave extends beyond the employee's earned sick leave time or FMLA leave and for other reasons that may be beneficial to the employee and the City.

All such leaves shall be without pay, and the employee will not accrue benefits during the leave of absence, and shall not disrupt the normal operation of the Department and shall be specific as to their duration, with sixty (60) days being the maximum duration.

The employee is expected to return to work upon the expiration of an approved leave or to arrange for an extension of the leave with the City Manager prior to its expiration. If an employee fails to return to work upon the expiration of an approved leave, without having made prior arrangements for an extension of said leave, the employee shall be deemed to have resigned from City employment.

Leaves of absence shall be requested in writing by the employee and approved by the City Manager on such terms and conditions as are agreeable to the parties.

#### **ARTICLE 19 - GRIEVANCE PROCEDURE**

Section 1. Grievance is hereby jointly defined as any dispute or controversy that may arise under the interpretation, application, or meaning of this agreement, and shall be settled in the following manner:

Step 1. The aggrieved employee(s) shall present the grievance in writing to the Union President within thirty (30) working days from the event giving rise to the grievance. The matter shall be discussed at a meeting to be held with the effected employee(s) department head within ten (10) working days of the grievance being filed. The department head shall respond in writing within ten (10) working days from the date of the hearing with an answer on the grievance.

Step 2. If the grievance has not been settled in Step 1, the Union President, may, within ten (10) working days from the date the written response from the department head is due, appeal to the City Manager. The City Manager shall meet with the Union President, the aggrieved employee(s), and designees from the Professional Firefighters of Maine as determined by the Union President within ten (10) working days of receipt of the grievance. The City Manager shall render a decision in writing to the Union President and Business Agent within ten (10) working days of the meeting.

Step 3. If the grievance has not been settled in step 2., the union, may, file for arbitration of the issue within ten (10) working days of the date the City Manager's decision is received.

Arbitration Procedure:

An arbitrator who is selected by the parties within ten (10) working days after a notice is given shall conduct the arbitration proceeding. If the parties fail to agree upon a single arbitrator, a request shall be made to the Maine Board of Arbitration and Conciliation, or AAA. The decision to request a single arbitrator, or a panel of three arbitrators, shall be determined by the parties.

The decision of the arbitrator(s) shall be final and binding on the parties, and a decision shall be written within thirty (30) days of the hearing. Any and all expenses of the arbitrator(s) shall be shared equally by the parties. Each party shall be responsible for compensating its own representatives or witnesses.

Section 2. The employee selected to act as Union President shall be allowed to investigate and process grievances during regular working hours without loss of pay, providing, it causes no hardship on the City, and does not interfere with the employee's duties and responsibilities.

Section 3. Time limits for processing grievances may be extended by mutual consent of the parties. (The Union Business Agent and City Manager)

Section 4. Nothing in this article shall diminish the right of any employee covered by this agreement to present their own grievance, as per Title 26, Section 967, MRSA.

Section 5. All references in this article to working days means all days Monday thru Friday, excluding holidays.

#### **ARTICLE 20 - COURT TIME**

Section 1. The employer shall pay for the time the employee is required to appear before a court as a witness on the employee's day off due to a work related case. It is also agreed that the employee will pay over to the City any witness fees paid to the employee. The employee will be paid at a rate of time and one-half.

#### **ARTICLE 21 - ROUTINE MAINTENANCE**

Section 1. Routine maintenance of vehicles, buildings and grounds will be performed during the hours of 0700 and 1700 hours. Any maintenance work performed prior to 0700 hours or subsequent to 1700 hours will be work of an emergency nature only, such as preparing equipment after a fire alarm.

Section 2. No employee covered by this Agreement shall be required to perform work on any equipment or vehicles, other than Fire Department equipment or vehicles, while the employee is on duty.

#### **ARTICLE 22 - GENERAL PROVISIONS**

Section 1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the employer the responsibility for applying this provision of this agreement.

Section 2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include both male and female employees.

Section 3. The employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the employer or any employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.

Section 4. The City agrees that during work hours on the employer's premises and without loss of pay, providing it impairs no hardship on the City and it is done within a period of time that will not infringe upon the employee's duties and responsibilities to the City and that the Chief is so notified, the Union steward shall be allowed to:

- Post Union notices;
- Distribute Union literature;
- Solicit Union membership during other employee's non-working time;
- Attend negotiating meetings;
- Transmit communications, authorized by the local Union or its president, to the employer or their representative;
- Consult with the employer, their representative, local Union officers, or other Union representatives from the State or National units concerning the enforcement of any provisions of this Agreement.

In addition, the employees covered by this Agreement shall be permitted to hold periodical meetings on the employer's premises and without loss of pay, providing it impairs no hardship on the City and it is done within a period of time that will not infringe upon the employee's duties and responsibilities to the City.

Section 5. Employees must maintain a valid State of Maine driver's license.

#### **ARTICLE 23 - BULLETIN BOARD**

Section 1. The employer agrees to furnish and maintain a suitable bulletin board in the day room. The Union shall limit its postings of notices and bulletins to such board.

#### **ARTICLE 24 - ACTIVITY ON EMPLOYER'S TIME**

Section 1. All members of the bargaining unit while on a tour of duty will have the right to wash their personal vehicles so long as the washing does not interfere with their regularly assigned duties. Time limit on washing personal vehicles is on weekdays from 5 p.m. to 9 p.m. Sundays and holidays during the day after regular work is done until 9 p.m. Employees will provide their own soap.

#### **ARTICLE 25 - PROMOTIONS**

##### **Promotional Process**

The process will consist of 4 Parts:

1. Resume Submission
2. Oral Boards
3. Job Performance and Educational Review
4. Chief's Interview.

The promotional process will consist of four areas, each based on a point system to total 100. Oral board scores will be sealed and not disclosed until after the Chief's interview is completed.

The following is the point system breakdown.

Oral Boards	30 pts MAX	Annual Performance Review	20 pts MAX
Training	30 pts MAX	Chief's Interview	20 pts MAX



TRAINING:

Bachelor's Degree	5 pts	Degrees must be in the field of Fire, EMS, or Public Administration
Associate's Degree	4 pts	
<i>(Each candidate can only claim points for one degree in a specific field. E.g. A candidate cannot claim the points for an Associate's degree and a Bachelor's degree in the same field)</i>		
Paramedic License	5 pts	
AEMT License	3 pts	
Fire Officer 1	3 pts	
Fire Officer 2	4 pts	
Certificate Courses	1 pt	Per 6 hours Cert/Courses must be Fire or EMS Related

Seniority shall be the governing factor in the case of equal scores.

CAPTAIN:

Qualifications:

1. 5 Years' service as a firefighter/EMS provider with the Gardiner Fire Department.
2. Firefighter 1 & 2 certified
3. Certified Fire Officer 1 & 2 or equivalent preferred.
4. Previous experience as a Lieutenant with GFD and has functioned as the Acting Captain.
5. Licensed AEMT or higher.

LIEUTENANT:

Qualifications:

1. 3 Years' service as a firefighter/EMS provider with the Gardiner Fire Department.
2. Firefighter 1 & 2 certified
3. Certified Fire Officer 1 & 2 or equivalent preferred
4. Previous experience in the acting Lieutenant Position preferred.
5. Licensed AEMT of higher

**ARTICLE 26 - TRAINING**

Section 1. As evidenced by Article 8, Section 2 of this Agreement, the City recognizes the additional value of higher-trained personnel and encourages all employees to seek training both in the emergency medical care and firefighting areas. All courses are subject to the approval of the Fire Chief.

Section 2. Employees who wish to undertake training opportunities that directly relate to the maintenance of a higher level of emergency medical care licensure shall be reimbursed by the City for the mileage and incidental expenses they incur traveling to and from the training site, except when classes are held in the City of Gardiner. In addition, the City will directly pay tuition costs, relevant to §7, and the costs of text books and other training materials upon the rendering of an invoice by the vendor. If a class is scheduled while an employee is on-duty, the employee will be permitted to attend the class without loss of pay.

Section 3. The Union recognizes that the City makes a significant financial investment in training employees and in reimbursing at a higher rate of pay those employees who have attained a designated emergency medical care licensure level. Prior to the City agreeing to make such an expenditure, the employee shall be expected to enter into a contract with the City in which the City agrees to reimburse or pay the training expense enumerated above provided

that the employee agrees to continue their employment with the City for a specified period of time. If the employee is attending training as a condition of employment as described in Article 4 Section 2 the wording in Article 4 Section 2 will act as a contract between the City and the employee. If the employee voluntarily terminates their employment with the City during the term of the contract, the employee will be required to reimburse the City for the designated expenses on a prorated basis. The expenses shall include but not be limited to the costs of any and all tuition, any and all books and associated materials, any and all overtime costs associated with the attendance of training or clinical rotations and/or the overtime paid to cover the duty shift of the employee while the employee is in class or in clinical rotations and any transportation costs that the employee has been previously reimbursed for. If the employee continues employment with the City, the contract shall expire at the completion of the designated period of time.

For approved training that has a cost of less than five hundred dollars (\$500), there will be no reimbursement required to be paid to the City. If the cost of the approved training is greater than five hundred dollars (\$500) and less than two thousand dollars (\$2,000), the employee will be required to reimburse the City if the employee voluntarily terminates employment within twelve (12) months of the completion of the training. If the cost of the training exceeds two thousand dollars (\$2,000), the employee will be required to reimburse the City if the employee voluntarily terminates employment within thirty-six (36) months of the completion of the training.

Reimbursement amount shall be calculated by dividing the total amount of the training divided by the total number of months of the reimbursement period. Payment made to the City shall be the amount of the monthly reimbursement times all the months remaining in the reimbursement period.

Example:

Total cost of education		\$10,000
Cost per month	total cost divided by 36 months	\$277.78
The employee leaves after 12 months	the cost to the employee would be 24 months X \$277.78	\$6,666.72"

Section 4. Employees who are granted permission by the City to attend a fire service, EMS, or related course of study will be reimbursed the cost of tuition and books and mileage expenses and incidental expenses after successful completion of the course. Employees will, however, be expected to enter into a continued employment contract as enumerated above.

Section 5. When an employee reaches a specific level of EMT certification, either at hire or during employment, the employee must maintain at least that level of certification throughout their employment with the City. This section is effective January 1, 1999, for employees hired after that date.

Section 6. When the City requires an employee to attend training on an off duty day, the City employee shall be paid at time and one half (1 ½) the regular rate of pay.

Section 7. The City will pay the cost of tuition for ACLS, PHTLS, PALS or PEPP and AMLS, two different classes per fiscal year. Classes shall not be considered mandatory and students will not be paid to attend classes. All classes must be approved by the Fire Chief.

Section 8: When an employee is on official City business, they will be reimbursed (up to) the per diem rates as outlined per city order. Receipts are required. Employees who use their personal vehicles for work related travel will be reimbursed on a per mile basis using the State of Maine rate. MapQuest or a similar mileage verification must accompany the mileage reimbursement request and be approved by the department director. The mileage covers all auto costs (fuel, repairs, insurance) other than parking and tolls. Receipts are required for reimbursement of parking and tolls.

## **ARTICLE 27 - WORKING HIGHER CLASSIFICATION**

Section 1. If a Lieutenant works in the capacity of Acting Captain for a 6-hour period or more, the Lieutenant shall be paid the additional Captains rate of pay for the time so worked. When no Captain is on duty, the Lieutenant assigned to the shift shall be the Acting Captain.

Section 2. In the absence of a Lieutenant for 6 hours or more the senior qualified firefighter on their scheduled shift of duty will act in the capacity of Lieutenant. In the event no firefighter on their scheduled shift of duty meets the qualifications, the senior qualified firefighter working overtime will act in the capacity of Lieutenant.

If no qualified firefighters are on their scheduled shift of duty and overtime is necessary, the firefighter hired for the overtime must meet the minimum requirements of an acting Lieutenant. If the person next up for overtime does not meet the minimum requirements, then that firefighter will keep their place on the overtime shift and the next qualified firefighter will be offered the overtime.

The minimum qualifications for Lieutenant are defined in Article 25 of this document.

A Firefighter cannot work in the capacity of acting Captain.

## **ARTICLE 28 - JOB STRESS**

Section 1. The City agrees to the establishment of an employee assistance program that will, among other things, provide professional counseling services to employees affected by occupational stress.

## **ARTICLE 29 - PAST PRACTICES**

Section 1. With respect to wages, fringes, and other financial benefits, this contract embodies all agreements, policies, and/or understandings between the parties hereto, and no payment shall be made by the City to any member of the bargaining unit nor any financial benefit enjoyed by any member of the bargaining unit at the expense of the City unless the same is specifically and explicitly set forth herein.

## **ARTICLE 30 - LIGHT DUTY RETURN TO WORK**

The City and Local 2303, IAFF agree to this Light Duty Return-to-Work Program for firefighters. The goal of the program is: To assist the firefighter in the return to their pre-injury position with the Fire Department.

- To provide some "connectedness" of the firefighter to the Department;
- To speed the recovery process;
- To provide for meaningful work for the Department and the Firefighter;
- To make maximum use of the Firefighter's skills and abilities,
- To that end, the City has defined specific work assignments or light duty activities that will be made available to employees injured at work who are unable for period of time, as defined in this section, to perform their regular firefighting and EMS duties

No light duty assignment shall result in the transfer, displacement, or lay-off of another firefighter, nor shall any assignment be made for the purpose of demeaning, discriminating or punishing the employee for their injury, illness, or absence from work.

The individual participating in the light duty program will not count toward the minimal staffing level on duty for that shift.

The Firefighter will work the number of hours as determined by their physician, not to exceed 40 hours in a week unless by mutual agreement with the City. The actual work schedule, within a Monday -Friday workweek will be determined on a case-by-case basis. The Firefighter will not be required to work for any other department than the Fire Department, unless mutually agreed upon between the City and the Firefighter.

The employee on light duty will receive full pay and benefits as provided by all relevant provisions of the collective bargaining agreement.

In order to improve the effectiveness of the Light Duty Return to Work Program, and to fully utilize the skills and abilities of the injured firefighter, the Chief, the Captain, or acting Captain of the shift and the injured firefighter will meet at the beginning of the shift to discuss the firefighter's medical restrictions; the work that falls within the medical restrictions that need to be performed that day; the firefighter's special training, expertise or interests; and the firefighters suggestions for ways that he/she might best enhance the Department's operations while on light duty.

The firefighter may be on light duty status for a maximum of one year, or until he/she reaches maximum medical improvement, or until he/she is able to return to regular status, whichever occurs first. A firefighter's medical condition will be reviewed at least quarterly (more frequently if necessary) to determine if the firefighter is still unable to return to firefighter duties.

The hours worked on light duty will be turned into payroll weekly in order that the worker's compensation benefit may be re-calculated. This will have no effect on the firefighter's regular wages from the City, as the firefighter will endorse the worker's compensation check over to the City as is current practice.

No firefighter will be required to perform light duty activities that are not within the employee's work capacity. If the employee and the Fire Chief are unable to reach agreement as to the employee's capacity to perform any light duty job, the Chief or his designee will submit a written light duty job description to the department designated physician for their determination that the proposed duties are within the employee's work capacity.

Light duty assignments may be filled by the firefighter who is unable to perform regular duty as a result of an off-the-job illness or injury as long as the following conditions are met:

- A. Participation is on a voluntary basis;
- B. The firefighter may elect to use accumulated sick leave to make up any difference in pay between their normal weekly pay and their pay earned through the light duty assignment.

Light duty positions will be filled first by firefighters who are unable to return to regular duty as a result of an on-the-job illness or injury.

The department will develop a list of light duty activities for the firefighter. It will be management's right as to which activity is filled by which firefighter. It shall be the responsibility of the Fire Chief or his designee to match the work capacity skills and abilities of the firefighter with the light duty activities available at the time of the injury.

## **ARTICLE 31 - DETECTION OF SUBSTANCE ABUSE**

Section 1. The City and the bargaining unit agree that the nature of the work of the employees of the bargaining unit creates a need for the City to assure that no employee is, while in the service or representation of the City, engaged in chemical substance abuse.

Section 2. The City may, at any time, require that an employee who is in the first six months of their employment (probationary period) submit to testing of blood, breath, or urine for the purposes of detecting the presence of chemical substances including, but not limited to, alcohol, illegal substances, or prescriptive drugs.

Section 3. The City may require that a permanent employee (one who has completed their probationary period) submit to the testing described in Section 2 when there is reasonable or articulable suspicion to believe that an employee is engaged in substance abuse.

Section 4. An employee who refuses to submit to such testing shall be summarily discharged provided, however, that a regular employee so discharged shall, if reinstated by a favorable finding of a grievance proceeding pursuant to Article 16 of this Agreement or after a favorable judgment from a court of law, be compensated for all lost wages and benefits from the date of their discharge to the date of their reinstatement. The only grounds for grieving such a discharge pursuant to the provisions of Article 16 of this Agreement is that the City acted upon something less than reasonable or articulable suspicion.

Section 5. Nothing in this Article shall be construed to deny the employee any other rights or benefits they would otherwise enjoy under the law.

#### ARTICLE 32 - DURATION OF AGREEMENT

This agreement shall be in effect from July 1, 2020 through June 30, 2021, and remain in full force and effect until the next agreement is completed.

Dated this \_\_\_ day of June, 2021.

FOR THE UNION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE CITY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPENDIX A

<b>Fire Department</b>								
	<b>Base</b>	<b>1 year</b>	<b>2 years</b>	<b>5ears</b>	<b>10 years</b>	<b>15 years</b>	<b>20 years</b>	<b>25 years</b>
FY20	15.03	16.17	16.55	18.29	19.26	19.52	20.51	20.87
FY21 42 Hour Workweek	17.18	18.48	18.91	20.90	22.01	22.31	23.44	23.85
FY21 3% wage adj	17.70	19.03	19.48	21.53	22.67	22.98	24.14	24.57

## Seniority List

### GARDINER FIRE DEPARTMENT

<u>NAME</u>	<u>RANK/EMS LEVEL</u>	<u>EFFECTIVE DATE</u>
Rick Sieberg	Captain/Paramedic	December 1, 1997
Patrick Saucier	Captain/Paramedic	September 28, 2003
Nathan Sutherburg	Captain/Paramedic	February 4, 2008
Josh Johnson	Lieutenant/Paramedic	February 5, 2008
Andrew Santheson	FF/Paramedic	November 18, 2008
Gary Hickey	FF/Advanced EMT	December 10, 2012
Jesse Thompson	FF/Paramedic	January 28, 2013
Joshua Webb	FF/Paramedic	August 5, 2013
Brandon Melanson	FF/Paramedic	November 25, 2013
Eric Davis	FF/Paramedic	September 29, 2014
Justin Lodolce	FF/Paramedic	September 14, 2015
Anthony Cataldi	FF/Paramedic	April 10, 2017
Cody Hickey	FF/Advanced EMT	October 22, 2018
Clayton Snelling	FF/Advanced EMT	June 3, 2019
Andrew Williams	FF/Advanced EMT	June 8, 2020

**AGREEMENT**

between

**CITY OF GARDINER**

and

**GARDINER POLICE OFFICERS ASSOCIATION**

Affiliated with the

Maine Association of Police

for the

**POLICE DEPARTMENT**

July 1, 2020 – June 30, 2021



## TABLE OF CONTENTS

### ARTICLE

1.	Recognition .....	3
2.	Union Security & Maintenance of Membership.....	3
3.	Checkoff.....	4
4.	Hours of Work .....	4
5.	Rest Periods.....	5
6.	Meal Periods & Travel .....	5
7.	Holidays .....	5
8.	Sick Leave .....	7
9.	Leaves of Absence .....	7
10.	Seniority .....	8
11.	Renegotiations, Education, & Military Benefits .....	8
12.	Vacation/Accrued Time.....	9
13.	Bereavement Leave .....	10
14.	Swap of Shifts .....	10
15.	Outside Police Work .....	10
16.	Insurance .....	10
17.	Worker's Compensation .....	11
18.	Retirement .....	11
19.	New Employees .....	12
20.	Discipline and Discharge .....	12
21.	Grievance & Arbitration Procedure.....	16
22.	Overtime Rate of Pay .....	16
23.	General Provisions .....	17
24.	Union Bulletin Board.....	18
25.	Union Activities on Employer's Time and Premises.....	18
26.	Political Activity.....	18
27.	Management Rights and Departmental Rules.....	18
28.	Uniforms & Protective Clothing .....	19
29.	Physical Fitness Program.....	19
30.	Outside Employment .....	19
31.	Management's Rights.....	20
32.	No Strike .....	20
33.	Termination .....	20
34.	Past Practices .....	20
35.	Court Time .....	21
36.	Training .....	21
37.	Detection of Substance Abuse.....	21
38.	Effective Date.....	22
	Appendix A .....	23
	Appendix B .....	24
	Appendix C .....	25

This agreement is entered into by the City of Gardiner, hereinafter referred to as the Employer, and Gardiner Police Officers Association affiliated with Maine Association of Police, hereinafter referred to as the Union.

#### ARTICLE 1 – RECOGNITION

Section 1. The City recognizes the Union as the sole and exclusive bargaining agent for the bargaining unit (Police Department) for the purposes of collective bargaining and entering into agreements relative to salaries, wages, hours and working conditions. Included within the bargaining unit are Patrol Officers, Sergeants, Detective, and School Resource Officer..

The Union recognizes that this agreement shall be effective to the extent it is consistent with the rights conferred upon the City in accordance with the City Charter and the Municipal Public Employees Labor Relation Laws, Chapter 424, Public Laws, 1969. The Union thoroughly recognizes that the City will determine the work to be performed by the Police Department and how the work will be performed; that it is the responsibility of the City to determine the tools, machines and equipment necessary to perform the work; and the need to increase and decrease the complement of employees as well as employment standards.

#### ARTICLE 2 – UNION SECURITY & MAINTENANCE OF MEMBERSHIP

Section 1. No present or future employee shall be required to become a member of the Union as a condition of his continued employment. Each employee who, on the effective date of this agreement, is a member of this Union, or joins thereafter, shall maintain his membership in the Union during the period of this contract.

- A. It shall be agreed that any non-union member requesting services from the Union or its personnel shall be required to pay for such services rendered.
- B. It shall be agreed that any non-union member wishing to seek Union benefits, such as Income Protection, will be allowed to obtain said services at the Union membership rate.

Section 2. Union Shop. The City further agrees to amend the Union Security and Maintenance clause from the Union contract and replace the original Union Shop clause currently in the 1977 Union contract concerning "Union Shop" agreement, providing that the Maine Legislature enacts legislation pertaining to Closed Shop and allowing same.

Section 3. Fair Share. Any present or future employee covered by this agreement, who is not a union member and who does not make application for membership in the Union shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of the agreement in an amount proportional to the Union's collective bargaining and contract administration costs, the amount of which fee the union shall certify to the Employer.

Employees who fail to comply with this requirement within thirty (30) days after the completion of their probationary period, shall be discharged by the City after receipt of written notice from the Union and corroborative proof of nonpayment by the City.

Section 4. Indemnity. The above stated Sections 1, 2, and 3 have been inserted in this contract at the request of the Union and upon the condition that the Union shall indemnify and hold the City harmless from all claims and demands of any persons whatsoever who feel aggrieved by said provisions; and the union shall undertake to defend the City against any and all claims, demands or causes of action brought against the City by, or on behalf of, any persons seeking redress for whatever wrong they perceive has been done to them by said provisions.

### ARTICLE 3 – CHECKOFF

Section 1. The Employer agrees to deduct the Union membership dues from the pay of these employees weekly. The amounts to be deducted shall be certified to the employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer by the 10th of the succeeding month after such deductions are made. This authorization shall be irrevocable during the term of this agreement.

### ARTICLE 4 – HOURS OF WORK

Section 1. Regular Hours. The regular hours of work each day shall be consecutive, except for interruptions for lunch periods.

Section 2. Work Week. The current work schedule for officers assigned to patrol shall consist of 12 hour shifts beginning at 0700 hours and 1900 hours respectively. Regular work hours are accounted on a bi-weekly basis with no singular week to exceed 56 hours and no two-week period to exceed 80 hours. Overtime determinations will be made according to Article 22. In the event the City determines to change the work schedule it may do so with a 14 calendar day notice to the unit, unless an emergency situation exists, in which case no notice need be given.

Section 3. The work week shall be considered to start at 7:00 a.m. Monday and end at 6:59 a.m. the following Monday, unless changed as outlined in Section 2.

Section 4. School Resource Officer. The employee assigned to the School Resource Officer (SRO) position shall work a daily work schedule determined by the School department.

The SRO position shall work a Monday through Friday work schedule during the normal school year. On any regularly scheduled school day that the school is closed due to weather or any reason, the SRO shall receive pay for that day and not be required to report to work. The SRO shall be permitted to be off duty for all holidays recognized by the school department. The SRO will be required to work during all school vacations with the work schedule to be determined by the Chief of Police.

During the summer school vacation, the SRO will be assigned to the 12 hour patrol duty schedule of the Chiefs choosing. The SRO will be provided with a 14 calendar day notice should the Chief choose to change his assigned 12 hour patrol schedule. The shift assigned to the SRO in the summertime is not a shift subject to seniority. The City need not fill the SRO sick leave when assigned to the school or when the SRO is the third officer scheduled.

The SRO shall accrue vacation time in accordance with the existing vacation schedule, except that the SRO will be granted one additional week (40 hours) of vacation time during each year of work as the SRO. This additional week shall be taken at a time when the school is closed for vacation. On scheduled early release days and Teacher workshop days, the SRO shall work a full 8-hour day.

Section 5. The Detective(s) position is included within the collective bargaining agreement with all the rights and privileges contained therein. The process for selection is that of any department promotion, as dictated in Article 10 Sec. 2. The Detective(s) shall work a schedule, as determined by the Chief, not to exceed 40 hours per week. If the Detective is re-assigned to uniformed patrol duties, a 14 day notice to the Detective is required of the City. If the Detective is on sick leave, the City is not required to fill the shift.

Section 6. The Chief shall designate a unit employee as the Utility Officer (floater). The Utility Officer position is relegated for the sole purpose of alleviating departmental overtime burdens. The Utility Officer will fill "open shifts" that have been deemed appropriate by the Chief and posted at least (5) days in advance. While not employed in such a manner, the Utility Officer is assigned to uniformed patrol duties. The Utility Officer will not be assigned any shift that is less than 8 hours in length.

The utility officer will be chosen by the chief with consideration given for abilities, seniority and desire to work the position. If no one from the unit desires the position the Chief will appoint a utility officer from the unit, with the Chief appointing the junior qualified officer. When the Utility Officer is working patrol as the third patrol officer and the Utility Officer calls in sick, the City is not required to fill the shift.

#### ARTICLE 5 – REST PERIODS

Section 1. All employees' work schedules shall provide for a reasonable rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible.

Section 2. Employees who for any reason work beyond their regular quitting time into the next shift shall receive a reasonable rest period before they start work on such next shifts. In addition, they shall be granted the regular rest periods that occur during the shift.

#### ARTICLE 6 – MEAL PERIODS & TRAVEL

Section 1. All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

Section 2. Employees shall be granted an additional meal period for each additional four hours of work performed when work is necessary.

Section 3. Under emergency conditions, employees shall continue to be granted time off to eat and paid for said time.

Section 4. When an employee is on official City business, they will be reimbursed (up to) the per diem rates as outlined per city order. Receipts are required.

Section 5. Employees who use their personal vehicles for work related travel will be reimbursed on a per mile basis using the State of Maine rate. MapQuest or a similar mileage verification must accompany the mileage reimbursement request and be approved by the department director. The mileage covers all auto costs (fuel, repairs, insurance) other than parking and tolls. Receipts are required for reimbursement of parking and tolls.

#### ARTICLE 7 – HOLIDAYS

Section 1. Holidays Recognized and Observed. The following days shall be recognized and observed as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veteran's Day
Memorial Day	Thanksgiving Day
Patriot's Day	Christmas Day
Independence Day	

Section 2. In addition to the above holidays, each employee in this bargaining unit is entitled to one (1) day off, or so-called floating holiday, the time of which shall be scheduled at the mutual convenience of the department and the individual. The floating holiday is given to employees on January 1 of each fiscal year. Employees may not accrue more than 1 floating holiday at a time. New employees hired after January 1 are not entitled to receive a floating holiday until the following year. Requests to use the floating holiday must be received at least 5 calendar days in advance of the time off request. Floating holidays that are unused may not be cashed out, but are lost.

Section 3. Eligible employees shall receive one day's pay for each of the days on which the actual holiday falls.

Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work. It is understood by the parties that holiday base pay shall be paid in cash and shall not be taken as compensatory time off by the employee.

Holiday pay is to be paid on the actual holiday.

Section 4. Eligibility Requirements. Employees shall be eligible for holiday pay under the following conditions:

- A. the employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is laid off; and
- B. the employee works his last scheduled work day prior to the holiday unless he is excused by the employer, or he is absent for any reasonable purpose. The employer and the union shall mutually agree upon reasonable purpose in each case. Reasonable purpose shall include illness, approved vacation days, approved compensatory time off, bereavement leave or approved leaves of absence. These purposes need not be mutually agreed upon.

If a holiday is observed on an employee's scheduled day off or during his vacation, he shall be paid for the unworked holiday.

If a holiday is observed during an employee's sick leave, he shall be paid for the unworked holiday and such day shall not be considered sick leave.

Employees who have established seniority, but who are on inactive status due to a layoff or sick leave that commenced less than 30 work days prior to the week in which the holiday occurs shall receive pay for such holiday.

Section 5. Holiday base pay for all employees shall be paid in cash in the payroll for the week in which the holiday is observed. Base holiday pay may not be taken in the form of compensatory time off.

Section 6. Whenever an employee works on a holiday, he shall be paid his regular daily wage (base pay) plus an additional pay of 8 hours pay equal to one and one-half times his hourly wages or compensatory time off consisting of twelve hours (which is equal to one and one-half times his daily wage). The overtime rate will also apply on an hourly basis to an employee working part of a holiday. If an employee chooses to take compensatory time off for a worked holiday, he may do so, provided, he notifies the Chief of Police of his preference to be given at the Chief's discretion. He must also notify the Chief of Police at least (5) days in advance of his preferred day off.

Section 7. Field Day. Employees scheduled to work the day and evening shift will be excused from work not more than one day per year for the purpose of attending a field day scheduled by the members of the department on the condition that the members of the department arrange to have equivalent (as determined by the Police Chief) police coverage provided to the City at no expense to the City.

Section 8. If an employee is not scheduled to work on Christmas Day, New Year's Day, Thanksgiving Day or July 4, and is ordered in, they actually shall be paid 2 and 1/2 times their regular rate for the hours worked on those holidays. This is in addition to the holiday base pay.

## ARTICLE 8 – SICK LEAVE

Section 1. Allowance. Employees shall be allowed one working day of sick leave for each month of their active service and may be accumulated to a maximum of 120 days. Sick leave for the current month will be granted after the employee has been compensated for at least one-half of the month.

Section 2. Provisions. The employee shall notify the employer as soon as possible that he is sick and cannot report for work.

Section 3. Doctor's Certificate. At the discretion of the City Manager or Police Chief, a City Nurse or Physician will call upon any person on sick leave. Any person on sick leave without a doctor's certificate will be required to remain on his premises. The Police Chief or City Manager may at their discretion require a doctor's certificate prior to granting paid sick leave.

Section 4. Up to Date Records. The employee's weekly payroll statement indicates the current amount of accrued time earned and used.

Section 5. Employees will be paid one-half (1/2) of any sick days earned upon voluntary separation, death, or retirement. Employees may credit up to 30 days accumulated sick leave towards earnable compensation for determining Maine State Retirement Sick Benefits and will be paid one-half (1/2) of any remaining sick days. Employees hired after 7/1/2017 are not eligible for sick leave payment.

Section 6. Employees who do not use any sick time in a six month period shall be granted one personal day. For the purposes of this section, the six month periods start July 1 and January 1.

## ARTICLE 9 – LEAVES OF ABSENCE

An administrative or special leave may be granted to an employee, when approved by the City Manager, for the purpose of an injury or illness when such leave extends beyond the employee's earned sick leave time and for other reasons that may be beneficial to the employee and the City.

All such leaves shall be without pay, and employee will not accrue benefits during the leave of absence, and shall not disrupt the normal operation of the Department and shall be specific as to their duration, with sixty (60) days being the maximum duration.

The employee is expected to return to work upon the expiration of an approved leave or to arrange for an extension of the leave with the City Manager prior to its expiration. Failure on the employee's part to return to work upon the expiration of an approved leave, without having made prior arrangements for an extension of said leave shall be deemed to have resigned from City employment.

Leaves of absence shall be requested in writing by the employee and approved by the City Manager on such terms and conditions as are agreeable to the parties.

When an employee is placed on paid leave in circumstances where they have been arrested and/or charged with a crime, the City may pay them by using their existing vacation, sick, and compensatory time. Once this time is exhausted, the City will continue paying the employee until a decision is made to have the employee return to work or be separated from employment. If the employee is cleared to return to work, the sick, vacation, and compensatory time shall be replenished. If the employee is terminated, they will not have any time on the books to cash out. While on paid leave, employees shall not accrue vacation and sick time. Nothing in this clause shall prohibit the City from terminating an employee charged with a crime or pursuing other disciplinary means.

**ARTICLE 10 – SENIORITY**

Section 1. A seniority list shall be established listing all employees covered by this agreement, with the employee with the greatest seniority listed first... Seniority shall be based on the employee's date of hire. The list will be made available and made part of this agreement at the signing of this agreement.

Section 2. Seniority shall be a major governing factor in all matters affecting promotion, transfer, work shift, reduction in work force, recall and vacation preference, provided the employees are equally qualified.

Included within this clause are all decisions relating to temporary promotions within the bargaining unit. "Temporary" for the purposes of this provision is defined as something not permanent, but in excess of thirty (30) calendar days. Further, a "transfer" within this Section would be defined to include any assignments, even of a temporary nature, to the Maine Drug Enforcement Agency or any similar external assignments.

Section 3. Section 2 herein will not apply to either permanent or temporary promotions to administrative positions within the department, such as Chief of Police, above the bargaining unit, or any position outside the Department. However, with regard to such promotions within the Department, the City agreed to, at a minimum, employ a process which, among other factors, will include the consideration of seniority.

**ARTICLE 11 – RENEGOTIATIONS, EDUCATION, AND MILITARY BENEFITS**

Section 1. One hundred twenty (120) days prior to June 30, 2017, the Municipal Officials and Gardiner Police Officers Association shall open wage negotiations for the next contract.

Section 2. The attached wage schedule shall be in existence for the life of this agreement. New employees who have obtained the Basic Certificate or waiver from the Maine Criminal Justice Academy shall be paid at the one year step of the attached wage schedule upon date of hire or completion of the academy whichever comes later and shall advance to the next pay step at each succeeding date of hire anniversary.

Section 3. Upon acquiring college credit hours in areas relating to his work as determined by the Criminal Justice Department of the University of ME at Augusta, an employee's wages shall be increased by the following amounts:

	Current	7/1/18	7/1/19
At least 60 credit hours	\$20.00	\$25.00	\$30.00
120 credit hours or more	\$30.00	\$35.00	\$40.00

Employees will not be eligible for college credit compensation until after they have been employed 6 months.

Employees who are veterans must choose between the educational stipend (if applicable) or the military stipend.

Section 4. Upon meeting the requirements of the stated certification, an employee shall be paid an additional weekly wage at the following rates:

Intermediate Certificate	\$10.00	Advanced Certificate	\$15.00
These stipends are only for employees hired prior to June 30, 2017.			

Section 5. Effective 7/1/12, employees that have served in the armed forces for 3 or more years of active or reserve service shall receive a \$15 weekly stipend. Employees must provide documentation of their military years of service.

Employees that receive this stipend are not eligible for the college credit stipend. This stipend shall increase to \$20.00 on 7/1/18 and \$25.00 on 7/1/19.

Section 6. The City and the Union agree that increased educational opportunity is a benefit to the department and employees, and both parties agree to facilitate as much as possible to rearrange work schedules to accommodate officers pursuing higher education. Such rearrangement shall consider operational needs, overtime costs and service delivery.

## ARTICLE 12 –VACATION/ACCRUED TIME

Section 1. Each employee in the Union shall earn vacation with pay on the following basis: one (1) work day shall be earned for each completed full month of service during the first five (5) years of service with the City. Thereafter, provided the first five (5) years of service have been continuous, vacation shall be earned on the following basis: for each completed full month of service with the City, one and one-fourth (1 1/4) days shall be earned until ten (10) years have been completed; one and one-half (1 1/2) days shall be earned until fifteen (15) years have been completed; one and three-fourths (1 3/4) days shall be earned until twenty (20) years have been completed; thereafter, two (2) days shall be earned.

Employees with less than five years continuous City employment will be allowed to accumulate up to 12 days vacation; employees with more than five (5) years of continuous service, but less than 10 years, 15 days; employees with more than 10 years continuous service, but less than 15 years, 18 days; employees with more than 15 years continuous service, but less than 20 years, 21 days; and employees with more than 20 years continuous service, 24 days.

–Accrued time off (Vacation, Comp Time, Personal Days, Floating Holidays, Holiday Comp, and any other similar creditable time) is defined as a 24 hour period starting with the 6 hours prior to the time requested (based on 12 hour shift) and ending 6 hours after the time requested. During this 24 hour window the employee is not subject to order in. If an employee works an eight hour shift, the 24 hour window shall be 8 hours before the start of the shift and 8 hours after the shift were to end.

Accrued time off shall be arranged by the Department Head in such a manner as to cause a minimum loss of service to the public. In any event, no more than two (2) employees assigned to patrol, regardless of their shift shall be allowed to take accrued time at the same time throughout the year. No employee assigned to patrol is allowed to take more than eight shifts off per month of accrued time off during the months of June, July and August. Exceptions may be made for emergencies at the discretion of the Chief.

Any leave requests of 5 or more consecutive days must be requested from the Chief at least 10 days in advance.

Without limiting any authority conveyed to the department head by the previous sentence, all accrued leave requested less than seventy-two (72) hours prior to the start of the requested leave shift, unless agreed otherwise by the department head, will be granted only if a replacement is found by the unit member taking the leave. Exception may be made for illness, emergencies, and job requirements at the discretion of the Police Chief.

In lieu of taking all vacation earned, the City will pay an employee at his regular rate of pay for up to half of his accrued vacation.

An employee out on a vacation day is not eligible to be called in or ordered in, but may choose to voluntarily work.



## ARTICLE 13 – BEREAVEMENT LEAVE

Section 1. In the event of death in the employee's family (spouse, children, step-children) the employee shall be granted sufficient paid leave to allow for five (5) days paid bereavement leave.

Section 2. In the event of death of parents, grandparents, step-parents, guardian, brother, sister, sister-in-law, brother-in-law, parents-in-law, the employee will be granted two (2) days paid leave. In the event of the death of an aunt, uncle, niece or nephew, one (1) day will be granted with one (1) additional day if necessary for all of the above.

## ARTICLE 14 – SWAP OF SHIFTS

Any unit employee may swap shifts with another employee with the prior approval of the Chief or designee. Said approval shall not be unreasonably denied.

## ARTICLE 15 – OUTSIDE POLICE WORK

Section 1. Commencing with the signing date of this agreement, police officers assigned by the Chief of Police to perform special non-patrol detail such as school, sporting events, dances, city sponsored events, crowd control, special traffic assignments and any and all other assignments outside of normal patrol coverage shall be paid a four (4) hour minimum at \$35.00 per hour or their overtime rate (whichever is higher) for the first four (4) hours or part thereof and the higher of \$35.00 per hour or their overtime rate of pay thereafter.

Section 2. The cost of these special services plus administrative costs incurred by the City shall be paid to the City by the party requesting them. The City will then pay the patrolmen and officers for these services through the City's payroll account.

Section 3. Outside city and school functions requiring an outside detail will be filled by the existing sign-up procedures. If no employee signs up, the detail will be filled by the existing order in procedure.

## ARTICLE 16 – INSURANCE

Section 1. The City shall maintain a group medical, major medical and hospital insurance policy, PP0-2500 with the HRA program described below, or a plan equivalent to the PP0-2500 with the HRA program described below, and shall pay all premium costs for employees and their families including dependent children over 18 years of age who are attending school full time and who are eligible for coverage under the policy in effect for all employees employed prior to January 1, 1986.

The City will offer Union employees the MMEHT PP0 2500 plan. The maximum out-of-pocket expense for in network services under the PP0-2500 plan is set by MMEHT per calendar year. Through a health reimbursement arrangement (HRA) administered by a company of the City's choosing, the City will reimburse employees for the maximum out-of-pocket, in network, expenses paid by the employee up to the maximum per calendar year. The City will continue to fully fund the HRA's to those elevated levels, including in any period of time after the expiration of the contract before the effective date of a successor agreement.

For employees hired prior to 1/1/12, the City shall pay 100% of the premium for a single employee and 50% of the additional premium for any level of dependent coverage selected. For employees hired after 1/1/12, the City shall pay 80% of the premium for single coverage and for single with dependent coverage. The employee will be responsible for the remaining 20% of the premium. For family coverage, the City will pay 72% of the total premium and the employee will pay the remaining 28%. All employee payments shall be made through payroll deduction.

Employees may participate at their own expense in any options for other coverage available to the employees through the City's insurance carrier, but provided by the City in this section. Registered domestic partners are eligible for the city share of the premium for dependent coverage.

Section 2. The City agrees to pay full replacement cost of eyeglasses for persons in the bargaining unit provided said eyeglasses were destroyed in the course of duty. The City will follow the recommendations of the Police Chief in this matter.

Section 3. If any personally owned item is lost, damaged or stolen in the line of duty, the City will pay up to \$50.00 with a maximum of two items per year. There will be no need to provide proof of loss or damage to the City.

Section 4. Retirees of the Department and their spouses shall be allowed to remain in the health insurance group provided such coverage is available through the City's policy and the retiree or their spouse pays the entire premium cost thereof.

Section 5. The City offers an incentive to employees known as "In Lieu of Insurance". This is available to regular employees who do not need coverage under the City's health insurance plan because they have coverage through a spouse, domestic partner, second employer or the military. Any employee electing to waive health insurance coverage shall receive \$354 per month. In the event that an employee's spouse is also employed by the City, the City will pay the cost of medical insurance for only one spouse employed by the City and the other spouse will not be eligible for any payment for not having medical insurance coverage through the City.

Section 6. The City shall make available to employee medical savings accounts as authorized by applicable Internal Revenue Service laws and regulations.

#### **ARTICLE 17 – WORKER'S COMPENSATION**

Section 1. Workers' Compensation – An injured employee must report the injury immediately to his or her direct department head who will in turn report the incident to the Human Resource Director. The department head or his or her designee will file a "First Report of Injury" within 24 hours with the Human Resource Director, who will forward it to the City's Workers' Compensation program. Injured employees needing medical treatment will be treated at the City's designated occupational health provider or if seriously injured, at one of the area hospitals. If the employee is unable to return to work, the employee must provide a physician statement from the City's provider stating the incapacity and any restrictions.

Medical bills for a covered claim are payable without any waiting period.

Workers' Compensation benefits are paid a compensation based on the average weekly wage at the time of the injury and the employee's federal dependent filing status (80% after tax Workers' Compensation Board formula) paid by our Workers' Compensation carrier. The employee may receive his/her average weekly pay by electing to have the difference between the amount paid by Workers' Compensation and the amount paid by the City deducted from his or her accrued leave. Any employee electing to remain on regular payroll will endorse the workers comp checks back to the City of Gardiner. Any employee electing to receive Workers' Compensation in lieu of base pay will be billed for any normal employee contributions toward benefits.

#### **ARTICLE 18 – RETIREMENT**

Section 1. Retirement - The City requires that all permanent, full-time employees participate in the Maine Public Employees Retirement System (MainePERS). This retirement plan provides two-thirds of the employee's average final compensation if the employee works under the plan for 25 years. The employee will also receive an additional 2% of average final compensation for each year worked over 25. Participants are vested after 5 years in the plan.

In addition to the retirement pension, there are survivor's benefits, disability benefits, death benefits and military benefits.

The plan provides for retiree Cost-of-Living-Adjustments (COLA's) and are calculated annually (by MainePERS Board of Trustees), based on the Consumer Price Index for All Urban Consumers (CPI-U) as of the end of each fiscal year ending June 30. All provisions of the plan are established by the MainePERS and may be changed.

#### **ARTICLE 19 – NEW EMPLOYEES**

Section 1. All new employees shall serve a probationary period as follows: Employees who have completed the basic school (18 week course) at the Maine Criminal Justice Academy prior to their date of hire will serve a probationary period of one year. Employees who have not completed the basic school (18 week course) at the Maine Criminal Justice Academy prior to their date of hire will serve a probationary period of one year after the completion of the basic school at the Maine Criminal Justice Academy.

All employees who have worked and satisfactorily completed their probationary period shall be classified as permanent policemen and the probationary period shall then be considered part of their seniority time. If the employee is deemed to be unsatisfactory during the period of, or at the end of, their probationary period, the Police Chief, with the approval of the City Manager may remove the probationer. Said removal shall not be subject to the grievance procedure of this contract.

Section 2. Rehired Employees. Any rehired Gardiner policeman who has already served the probationary period shall be required to serve a six month probationary period and all prior seniority rights will be lost. The City Council, through its City Manager, may grant a leave of absence to any employee without loss of seniority rights.

Section 3. Education. All new employees shall complete the basic school of the Maine Criminal Justice Academy (18 week course) as soon as practicable after becoming employed by the City; and, in any event, shall complete said basic school within the first year of his/her employment.

Section 4. Employees assigned to Detective or to the "Floater" position will serve a six month probationary period. Employee promoted to the rank of sergeant shall serve a six month probationary period.

#### **ARTICLE 20 – DISCIPLINE AND DISCHARGE**

Section 1. The City will furnish each new employee with a copy of all existing work rules upon employment and up-to-date working rules annually for distribution to employees no later than February 28th of each year. It will be the responsibility of the employee to daily read the bulletin board or memorandums for working rules. It is agreed that any officer may be summarily suspended without pay if said officer's right to operate a motor vehicle in the State of Maine is suspended or revoked.

##### **Section 2. Progressive Discipline**

Depending on the nature and circumstances of an incident, discipline will normally be progressive and bear reasonable relationship to the violation. A serious or major performance or behavior deficiency may result in more severe disciplinary action and may not necessarily be preceded by less severe forms of disciplinary action. The types of discipline that may occur are as follows in general order of increasing formality and seriousness.

##### **Counseling**

Counseling is a discussion to explain an actual performance deficiency and emphasizing expected standards.

Supervisors and/or department heads shall make every attempt not to ignore minor deficiencies, but rather to correct them. The employee may need further training or they may not know the proper procedure. One purpose of Counseling is to determine what corrective measures can be taken to improve employee performance. Counseling shall be documented by the supervisor and/or department head and placed in the employee's personnel file.

### **Verbal Warning**

A verbal warning is a verbal statement by the supervisor and/or department head to an employee, usually detailing an unsatisfactory element of job performance and is intended to be corrective or cautionary. A verbal reprimand defines the area of needed improvement, and informs the employee that failure to improve may result in more serious actions. Verbal warnings shall be documented in writing by the supervisor and/or department head and placed in the employee's personnel file.

### **Written Reprimand**

A written reprimand shall be issued by the department head. The written reprimand shall contain a statement of the cause for the action, improvement or corrective action required of the employee, time frames for such action, and possible results of the employee's failure to comply. An employee receiving a written reprimand may respond to that action and a copy of the response shall be attached to the reprimand. A copy which shall be signed by both the employee and department head shall be given to the employee and the Human Resource Director for placement in the employee's personnel file. More than one written warning may be given. If the warning is the final warning before the next disciplinary step, that warning will state that it is the "Final Written Warning". A first Written Warning may also be a Final Written Warning depending on the severity of the performance or behavior issue.

If the employee refuses to sign the written warning, then the department head and one other witness shall note on the warning that the employee received a copy thereof and refused to sign it.

### **Temporary Relief from Duty**

Under certain circumstances, it may be necessary to restrict an employee immediately from performing duties at the work site. The circumstances usually involve potential danger to the employee, co-workers, or the public, or the employee's inability to perform assigned duties satisfactorily. Because of the need for immediate action, the decision to relieve an employee from duty is typically the responsibility of the supervisor or department head. In these situations, the following procedure is to be followed:

1. As soon as possible, the supervisor or department head taking the action to relieve from duty an employee will prepare a written statement of the action taken and the reasons for such action.
2. The department head will prepare, together with the supervisor, the statement of charges and document any supporting evidence.
3. The department head and Human Resource Director will review all evidence to determine disciplinary direction.

### **Suspension**

A suspension is the temporary removal of an employee from duty generally without pay. Suspension shall be used when all other means have been tried without success and it is believed that suspension will bring about the required improvement in the employee's behavior or performance, or when the cause is sufficiently serious to warrant such action independent of other disciplinary means. A department head may recommend the suspension of an employee after carefully reviewing all facts and reviewing same with the Human Resource Director. Employees will be provided a letter of suspension, which will (a) state the effective date, (b) length of duration; (c) reasons for action, including a statement of the particular facts which evidence each performance deficiency and identification of each performance deficiency; (d) a list of exhibits and witnesses supporting the statement of facts; (e) a notice to the employee of his/her rights to appeal the action. In no event will the use of paid time be allowed during a period of suspension without pay. Should a paid holiday occur during a period of suspension without pay, the suspension period will be extended by the number of holidays occurring during the suspension period.

### **Disciplinary Demotions**

Under circumstances of demotion for disciplinary reasons, an employee may be reallocated from a present job to one having lower responsibilities, skill requirements, performance standards, and rate of pay upon recommendation of supervisory personnel and/or the department head. The decision to demote an employee shall be the City Managers. A copy of such written notice will be given to the affected employee and the Human Resource Director for placement in the employee's personnel file.

### **Removal/Discharge from Employment**

An employee may be removed or discharged from employment with the City when the employee's work or misconduct warrants, after the employee receives cause, notice and hearing where the employee will be permitted to present evidence that they should not be removed or discharged. If the City is contemplating removal or discharge, the employee will receive a notice stating the cause for such a decision and setting a hearing date no later than 72 hours prior to the hearing. If, following the hearing, the City elects to remove or discharge the employee, the employee will be provided a letter of discharge, which will (a) state the effective date; (b) reasons for action, including a statement of the particular facts which evidence the reason(s) for discharge; and (c) a notice to the employee of his/her rights to appeal the action.

### **Initiating Discipline: Consideration and Notice**

Disciplinary notice to employees should, as a general rule, contain the following information:

- A. A statement of the disciplinary action to be taken and its effective date
- B. A statement of the reason(s) for imposing the discipline and the nature of the violation
- C. Attachment of any supporting material or evidence where appropriate

Service of disciplinary notice will be deemed to have been made upon personal presentation or by certified mail addressed to the employee's last known address on file.

### **Appeal of Disciplinary Action**

The employee may appeal a disciplinary action to the City Manager within ten (10) working days of notice of the action. After reviewing all facts and evidence, the City Manager will put in writing his/her final decision and provide it to the employee.

### **Appeal of Discharge**

The employee may appeal discharge to the City Manager within ten (10) working days of notice of the action. After reviewing all facts and evidence, the City Manager will put in writing his/her final decision and provide it to the employee. Should the City Manager find in favor of the discharge, such discharge is final. Should the City Manager find in favor of the disciplined employee, he/she may reinstate a disciplined employee at any time and may authorize back pay.

### **Dispute Resolution**

In consideration that a dispute, complaint, or problem may arise periodically concerning working conditions, policies and practices, or decisions made by City representative that effect an employee's job, the City has established the following dispute resolution procedure. It is the intent of this policy and procedure to afford employees a voice in those matters that have a potential adverse, unjust, or inequitable effect on their employment conditions. The City desires solving problems as promptly, justly, objectively and confidentially as possible.

The four (4) steps involved in the dispute resolution procedure are:

1. Discuss the dispute with the immediate supervisor including the nature of the concern and possible appropriate remedies. If a satisfactory solution cannot be reached within ten (10) working days, or if the nature of the problem is not within the supervisor's authority, the employee will proceed to step 2.

2. Present the issue in writing to the department head, who will investigate, examine, and evaluate the factual basis of the situation in an attempt to reach a satisfactory solution. Every effort will be made to provide the employee with a written decision, and the reasons thereof, within ten (10) working days. If the department head's decision is not satisfactory to the employee, the employee will proceed to step 3.
3. Within ten (10) working days following the receipt of the department head's decision, the employee will arrange an appointment to present and discuss the issue with the City Manager. On the basis of information provided in this meeting, or related written documents, the City Manager may conduct further inquiries to fully consider all relevant facts and circumstances, followed by a final decision to the employee and others concerned generally within ten (10) working days. The City Manager's decision shall be the final internal appeal.
4. Disciplinary decisions are subject to the arbitration provisions outlined in Article 21.

The reasons listed below may be grounds for demotion, dismissal, suspension without pay or reprimand. The following list is not intended to be exhaustive, only illustrative.

- Drinking on the job or arriving to work while under the influence of intoxicating beverages or drugs, bringing same on job.
- Failure to follow reasonable orders of your superiors.
- Being habitually late or tardy.
- Failure to perform the duties of your position properly.
- Negligent or willful damage to City property.
- Conviction of theft or felony.
- Violation of the rules regarding City political activities.
- The seeking of any political office in the City.
- Conduct unbecoming an officer.

Section 3. Acceptance of Gifts. Acceptance of money or gifts by an employee when given under circumstances that indicate the hope or expectation of receiving better treatment than that accorded to the public in general is prohibited and may result in immediate dismissal. All policemen shall be responsible for providing municipal services to the public in a courteous and polite manner.

Section 4. Physical Examination. All new policemen, including rehired policemen, shall have, prior to their employment, a physical examination by a physician of their choice graduated from a Class A medical school. If the examination is done by the City Physician, the City will absorb the cost. Report of physical examination shall be made to the Police Chief on a form prescribed by the City Manager, and the same shall become a part of the employee's personnel record.

The City, through its Police Chief, may upon just cause request a physical or psychological examination of any employee. Failure of an employee to take said examination shall be grounds for suspension without pay until such time as the examination is completed.

It is agreed that any employee who has become mentally or physically incapacitated by an illness or condition that can be revealed by medical examination or tests conducted by a qualified physician or clinical psychologist, who shall be mutually agreed upon by the City Manager and employee, to such an extent that it is impossible for him to perform the duties of his employment position and that such incapacity is expected to be permanent may be terminated. It is expected that the employee will apply for disability retirement, Workmen's Compensation and/or whatever other benefit programs are available to the employee.

Section 5. No detrimental materials may be placed in an employee's file unless the employee has first seen a copy of material.

Section 6. Any written record of a verbal reprimand or a written reprimand may not be used as a basis for further

disciplinary action and will be removed from the employee's file after eighteen (18) and twenty-four (24) months respectively. Disciplinary actions covered by this section that occurred prior to 5/1/12 will be subject to the original purging language of 6 and 12 months respectively. Materials removed from an employee's file may be kept by the City in a separate file.

## **ARTICLE 21 – GRIEVANCE & ARBITRATION PROCEDURE**

Section 1. Grievance Procedure. A grievance is hereby jointly defined as any dispute or controversy which may arise under the interpretation, application, or meaning of this agreement.

Step 1. The aggrieved employee or employees shall present the grievance in writing to the union steward within ten (10) working days from the event giving rise to the grievance. The matter shall be discussed at a meeting to be held with the affected employee's/employees' department head within ten (10) working days of the grievance being filed. The department head shall respond in writing within ten (10) working days from the date of the hearing with an answer on the grievance.

Step 2. If the grievance has not been settled in Step 1. the union steward, may, within ten (10) working days from the date the written response is due from the department head, appeal to the City Manager. The City Manager shall meet with the union steward, employee(s) affected, and the Union Business Agent within ten (10) working days of receipt of the grievance. The City Manager shall render a decision in writing to the union steward, and the Union Business Agent within ten (10) working days of the meeting.

Step 3. If the grievance has not been settled in Step 2., the union may file for arbitration of the issue within ten (10) working days of the date the City Manager's decision is received.

### Arbitration procedure:

The arbitration proceeding shall be conducted by an arbitrator who is selected by the parties within ten (10) working days after notice is given. If parties fail to agree upon a single arbitrator, a request shall be made to the American Arbitration Association for a single arbitrator.

The decision of the arbitrator(s) shall be final and binding on the parties, and a decision shall be written within thirty (30) working days of the hearing. Any and all expenses of the arbitrator(s) shall be borne equally by the parties. Each party shall be responsible for compensating its own representatives or witnesses.

Section 2. Employees selected by the union to act as stewards, shall be known as union stewards. The union shall notify the City which employee(s) are so appointed. Union stewards shall be allowed to process and investigate grievances during regular working hours without loss of pay, providing it causes no hardship on the City, and does not interfere with employees' duties and responsibilities.

Section 3. Time limits for processing grievances may be extended by mutual consent of the parties. (City and Union)

Section 4. Nothing in this article shall diminish the right of any employee covered by this agreement to present their own grievance, as per Title 26, Section 967, MRSA.

## **ARTICLE 22 – OVERTIME RATE OF PAY**

Section 1. Each employee working twelve (12) hour shifts shall be paid at the rate of time and one-half their regular hourly rate for all hours worked over their 24 hour or 56 hour work week. Working hours to include compensatory time off, holidays, vacation days. Employees working eight (8) hour shifts will be paid overtime after their forty (40) hour work week, using the same definition of working hours. Sick leave use shall also count in the computation of hours

worked, provided the employee is NOT on sick leave during the thirty-two (32) hours immediately preceding or immediately following the overtime shift worked. The 32 hour restriction does not apply if an officer is ordered in during the 32 hour window.

Section 2. Each employee called "back" to duty after being properly relieved outside of his regularly assigned shift shall be paid a minimum of four (4) hours pay at the rate of one and one-half (1 1/2) times his base hourly rate of pay and shall be paid one and one-half (1 1/2) times his base hourly rate of pay for each additional hour worked beyond the minimum of the four (4) hours. The provisions of this Section providing for a minimum of four (4) hours pay are not applicable to the ACO/Parking Enforcement Officer/Harbor Master. Rather, the callback provisions related to said new position are for a minimum of two (2) hours of pay.

Section 3. Unit members will have preference by rotation for all extra details, overtime shifts, and schools. The City of Gardiner will offer to unit members all sick leave up to eighty (80) hours at a time. Sick leave after eighty (80) hours and foot patrols in the park or downtown may first be offered to reserve officers. The City will order in for sick leave only if there were no patrol officers on day shifts or were less than two patrol officers for the 3 pm to 7 am shift. However, during those times when the SRO or "Floater" are working patrol and thus effectively the third patrol officer, the City will not have to order in for the shifts vacant due to sick leave. Further, when the SRO, Detective or "Floater" is working patrol as the third patrol officer and call in sick, their sick time does not need to be filled.

The City agrees to the following regarding weekend shifts: If neither the "Floater" nor SRO is working the 3 pm to 3 am shift, then the City will offer to the unit all sick time for patrol shifts, however, the City will order in only for the shifts from 1 pm to 7 pm. However, if the SRO or the "Floater" are working the 3 pm to 3 am shift, the sick patrol shifts will be offered, but the only order in will be for 11 am to 3 pm. If the SRO or "Floater" is working patrol as the third officer and calls in sick their sick time does not have to be filled.

Section 4. An employee working regular overtime in any week, may choose to take compensatory time off in lieu of pay at the one and one-half (1 1/2) time rate for the hours worked. The employee electing to take compensatory time off in lieu of pay may do so provided he notifies the Chief of Police, or his designate, of his preference and the time off will be given at the Chief's discretion. He must also notify the Chief of Police, or his designate, at least five (5) days in advance of his preferred day off for the purposes of this Section, an employee may accumulate no more than twenty-four (24) hours of compensatory time off at any time. For employees hired after 5/1/12, compensatory time may only be accumulated up to one hundred (100) hours of total compensatory time, further broken down to 24 hours of regular comp time and 76 hours of holiday comp time. Employees hired prior to 5/1/12 are grandfathered with limits being 24 hours of regular comp time and unlimited holiday comp.

Compensatory time earned as a result of working on a holiday will not be included as part of the twenty-four (24) hour maximum.

Section 5. Overtime shifts will be scheduled between 5:00 p.m. and 7:00 p.m. on Wednesdays, unless there is a special circumstance or situation pre-existing the scheduling.

## **ARTICLE 23 – GENERAL PROVISIONS**

Section 1. Pledge Against Discrimination and Coercion. The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

Section 2. All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.



Section 3. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any employer representative against any employee because of union membership or because of any employee's activity in an official capacity on behalf of the Union.

Section 4. The Union recognizes its responsibilities as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

#### **ARTICLE 24 – UNION BULLETIN BOARD**

Section 1. The Employer agrees to furnish and maintain a suitable bulletin board in the squad room.

The Union shall limit its posting of notices and bulletins to such bulletin board.

#### **ARTICLE 25 – UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES**

Section 1. The City agrees that during work hours on the Employer's premises and without loss of pay, providing it imparts no hardship on the City and it is done within a period of time that will not infringe upon the employee's duties and responsibilities to the City, the union steward shall be allowed to:

Post Union notices.

Distribute Union literature.

Solicit Union membership during other employees' non-working time.

Attend negotiating meetings.

Transmit communications, authorized by the local union or its steward, to the Employer or his representative.

Consult with the Employer, his representative, local Union officers or other Union representatives from the State, County and other National unit concerning the enforcement of any provision of this agreement.

#### **ARTICLE 26 – POLITICAL ACTIVITY**

Section 1. Police Department employees of the City are expected to exercise their legal rights as citizens to vote except that they will not engage in unusual political activity insofar as city government is concerned and shall not participate in city election campaigns or hold any city-elected office or position. Any employee choosing to become a candidate for a city-elected office will be expected to first leave the service of the City.

#### **ARTICLE 27 – MANAGEMENT RIGHTS AND DEPARTMENTAL RULES**

Section 1. The City retains all right and authority to manage and direct its employees, except as otherwise specifically provided in this agreement. The Union acknowledges the right of the City to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this agreement. A copy of such rules and regulations will be sent to the union steward.

Section 2. Revising. When existing rules are changed or new rules are established, providing such rules do not conflict with this agreement, they shall be posted prominently on all bulletin boards for a period of 10 consecutive work days before becoming effective.

Section 3. Informing Employees. The Employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules 30 days after they become effective. New employees shall be provided with a copy of

the rules at the time of hire.

#### **ARTICLE 28 –UNIFORMS AND PROTECTIVE CLOTHING**

Section 1. If any employee is required by the Employer to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniforms, protective clothing or protective device shall be furnished to the employee by the Employer.

Section 2. The cost of maintaining the uniforms or protective clothing in proper working condition (including tailoring, dry-cleaning and laundering) shall be paid by the Employer.

Section 3. Each employee will be provided a basic issue (see attached Appendix C). Effective July 1, 2017, the City will provide six hundred and fifty dollars (\$650.00) per employee per year for the purchase of new and replacement uniforms and equipment. Money left in the account at the end of each year reverts to the City. Uniforms damaged in the line of duty will be replaced by the City outside the clothing allowance. All items provided are and remain the property of the City. Only the items listed in Article C may be purchased with the annual clothing allowance. Any item not on the list may be purchased with the prior approval of the Chief of Police. The Detective may utilize some or all of his/her \$650 annual stipend to purchase articles of clothing and/or gear deemed necessary by the Detective and Chief to fulfill the duties assigned the position. The School Resource Officer may utilize up to \$325 of his/her annual stipend to purchase articles of clothing and/or gear deemed necessary by the SRO and Chief to fulfill the duties assigned the position.

Section 4. Compliance with Internal Revenue Service Fringe Benefit rules (Pub 15-B Employers Tax Guide to Fringe Benefits) states that any clothing suitable for everyday wear (dress clothes for court appearances, clothing for public works employees, building and grounds employees, and WasteWater employees) are treated as taxable fringe benefits and are subject to all employment taxes. Thus, if the employee chooses to purchase clothing, that employee must bring in the receipt and the employee will be reimbursed through payroll and the appropriate payroll taxes will be deducted.

Section 5. New hires will be paid up to \$225 for approved footwear.

Section 6. New hires must be employed prior to July 1 in order to receive the annual clothing allowance.

#### **ARTICLE 29– PHYSICAL FITNESS PROGRAM**

The department shall institute an annual physical fitness program effective July 1, 2018. Employees will be eligible to earn twelve (12) hours of compensation time for successful completion of each MCJA physical fitness test. Successful completion is defined as passing the test at the forty (40%) percent level. Employees may take the test two times per year and there must be six months between testing. Participation in this program is voluntary. New employees must wait six months after their date of hire and/or six months from their BLETP graduation prior to being eligible for the test. City agrees to an MOU with the members of the Association prior to implementation on 7/1/18.

#### **ARTICLE 30– OUTSIDE EMPLOYMENT**

Section 1. Policemen will not engage in outside employment which might in any way hinder their impartial performance of their public duties or impair efficiency to the public. Policemen who wish to obtain outside employment must first register place of secondary employment with the department head and sign the following waiver and file same with the City Clerk:

"The undersigned, an employee of the City of Gardiner, does hereby waive and release said City from any labor expense or costs because of any injury or sickness incurred for reason of any employment accepted by the undersigned other than as an employee of the City. I further release the City from any claim for salaries, wages, or other benefits

during any absence caused by such injury or sickness."

Such outside employment shall not be acceptable if any of the following conditions apply or develop:

- A. Where it appears that secondary employment has an adverse effect on the policeman's sick leave record and work performance.
- B. Where the nature of place of employment might bring disfavor on the policeman or City.
- C. Where secondary employment impairs the policeman's ability to discharge the duties and responsibilities of his job.
- D. Where a policeman might be considered to be using his City position to influence his outside employment.
- E. No employee, while engaged in secondary employment, shall wear a city uniform or use city equipment.

Policemen who engage in secondary employment shall do so only with the understanding and acceptance that their primary duty, obligation and responsibility is the City of Gardiner. All City policemen are subject to call at any time for emergencies, special assignment, or overtime duty, and no secondary employment may infringe on this obligation.

#### **ARTICLE 31 – MANAGEMENT'S RIGHTS**

Section 1. Nothing in this agreement shall be construed as delegating to others the authority conferred by law on the employer or in any way abridging or reducing such authority.

Section 2. This agreement shall be construed as requiring the employer to follow its provisions in the exercise of the authority conferred upon the employer by law.

#### **ARTICLE 32 – NO STRIKE**

Section 1. In the event of stoppage of work, slow-down or strike, the employer shall have the right to terminate any and all employees involved in a work slow-down, stoppage or strike.

#### **ARTICLE 33 – TERMINATION**

Section 1. This agreement shall be effective as of the first day of July, 2020, and shall remain in full force until June 30, 2021, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing 60 days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin not later than 30 days prior to the anniversary date; this agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than 10 days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

#### **ARTICLE 34 – PAST PRACTICES**

Section 1. This contract embodies all agreements, policies, and/or understandings between the parties hereto, and no payment shall be made by the City to any member of the bargaining unit nor any benefit enjoyed by any member of the bargaining unit at the expense of City unless the same is specifically and explicitly set forth herein. All past practices and policies existing between the parties hereto are hereby cancelled, the same being henceforth null and void and of

no further force and effect.

#### **ARTICLE 35 – COURT TIME**

Section 1. Any employee who is required to attend any court or hearing while off-shift will be paid a minimum of four (4) hours at time-and-one-half. Any hours spent beyond four (4) hours will be compensated at time-and-one-half for each hour actually spent at court or hearings. It is further agreed that the employee will receive his pay for such witness time in the same paycheck covering the pay period in which the witness time was incurred. Further, it is agreed that the employee will pay over to the City any other witness fees paid to the employee and arising from the said court or hearing appearance.

#### **ARTICLE 36 – TRAINING**

Section 1. The City agrees to send each full-time officer to the Maine Criminal Justice Academy for in-service training as mandated by State and Federal Law. Each officer is to receive the required amount of hours mandated by State and Federal Law at in-service training classes during the year.

Section 2. Unit employees will be offered a minimum of twenty (20) hours of in-service training per year.

Section 3. All required training outside the employees' regular scheduled work shift will be paid at the appropriate rate of pay, with a minimum payment of four (4) hours.

#### **ARTICLE 37 – DETECTION OF SUBSTANCE ABUSE**

Section 1. The city and the union agree that the nature of the work of the employees in this unit creates a need to assure that no employee, while in service or representation of the city is engaged in chemical or substance abuse.

Section 2. The City may at any time during an employee's initial twelve (12) months of employment require the testing of blood, breath, and/or urine for the purposes of detecting the presence of illegal substances and/or illegal amounts of alcohol. Failure of an employee to submit to the above requirements shall be grounds for immediate dismissal.

Section 3. After initial twelve (12) months of employment the City, after obtaining just cause, may require employees to submit to blood, breath, and/or urine testing for the purpose of detecting the presence of non-prescribed illegal substances and/or illegal amounts of alcohol. Refusal to submit to the above requirements shall be grounds for discipline.

**ARTICLE 38 – EFFECTIVE DATE**

Section 1. The provisions of the successor agreement shall be effective as of July 1, 2020.

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

FOR THE UNION:

FOR THE CITY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SENIORITY LIST**

**POLICE DEPARTMENT  
(AS CALLED FOR IN ARTICLE 10, SECTION 1)**

PILSBURY, TODD H.	MAY 5, 1999
BLAIR, STACEY A.	NOVEMBER 29, 1999
GOVE, NORMAND J.	MAY 16, 2005
ALEXANDER, ALLEN	NOVEMBER 2, 2009
QUINTANA, SAMUEL	SEPTEMBER 16, 2014
ROSS, DANIEL R.	JUNE 27, 2016
ROGGIO, AMANDA S.	AUGUST 3, 2016
TAYLOR, CAROLYNN R.	SEPTEMBER 19, 2016
BOURDELAIS, JOSEPH	JULY 9, 2018
CONNOR, ALONZO	MAY 6, 2019
DIXON, SEAN	JUNE 10, 2019
MARSTON, KALEB	MAY 11, 2020

## POLICE DEPARTMENT WAGE SCHEDULE

		Police Department									
Position		Start	1 year	2 years	3 years	4 years	5 years	10 years	15 years	20 years	
Patrol Officer	FY20	20.86	22.04	22.37	22.59	22.91	23.37	23.74	23.95	24.37	
	FY21	21.49	22.70	23.04	23.27	23.60	24.07	24.45	24.67	25.10	
Sergeant	FY20	24.28	24.53	24.90	25.38	No Step	25.64	25.96	26.34	26.76	
	FY21	25.01	25.27	25.65	26.14	No Step	26.41	26.74	27.13	27.56	

10, 15, and 20 year steps are based upon actual years of service with the City.

Educational and Military stipends to be added after 6 month employment.

Effective with the date of signing, the officer assigned to the position of Detective shall receive a \$20 weekly stipend.

The City may, at its sole discretion allow lateral entry to the patrol pay scale based upon the qualifications of the employee hired

Employees assigned to the position of acting Supervisor shall be paid an additional seventy-five cents (\$.75) per hour.

When one or more officers are actively in Field Training Officer Program, each of the Certified Field Training Officers shall receive an additional fifty cents (\$.50) per hour.

The City and Union agreed by MOA to eliminate the position of Safety Officer. In recognition of increased responsibility, each patrol officer and sergeant shall receive an additional ten dollars (\$10.00) per week. If the City restores the position, this stipend shall be eliminated. Upon restoration of position, the parties will have a re-opener to negotiate the wage schedule.

**BASIC ISSUE  
POLICE DEPARTMENT**

Uniforms and protective clothing issued:

1	Designated Service Firearm
	Appropriate Ammunition
4	Shirts-Short-Sleeved
4	long-sleeved
4	Trousers
1	Rain Coat
1	Coat with zip out insert
1	Hats - Summer
	Winter
2	Badges – Shirt
	Hat
1	Gun Belt
1	Ammunition Pouch
1	Canister Cap Stun
1	Cap Stun Case
1	Pair of Handcuffs
1	Holster
4	Belt Keepers
2	Name Tags
2	Collar Insignia (1 Maine 1 GPD)
1	Body Armor
1	Rubber Glove Pouch
1	Handcuff Case
1	Pair Gloves
1	Taser Holster
1	Portable Radio
	\$225 towards approved footwear

Uniforms (from this point) as needed.



**PUBLIC WORKS**

**JULY 1, 2020– JUNE 30, 2021**

**AGREEMENT BETWEEN THE CITY OF GARDINER**

**AND**

**TEAMSTERS LOCAL #340 (PUBLIC WORKS)**

**AGREEMENT BETWEEN CITY OF GARDINER  
AND  
TEAMSTERS LOCAL #340 (PUBLIC WORKS)**

**TABLE OF CONTENTS**

<b>ARTICLE</b>	<b>Page</b>
1. Recognition.....	1
2. Union Security.....	1
3. Checkoff.....	2
4. Hours of Work.....	2
5. Rest Periods.....	2
6. Meal Periods.....	3
7. Holidays.....	3
8. Sick Leave.....	4
9. Seniority.....	4
10. Renegotiations.....	5
11. Annual Vacations.....	5
12. Paid Leaves.....	6
13. Call Time.....	6
14. Health Insurance.....	6
15. Workers' Compensation.....	7
16. Retirement.....	8
17. New Employees.....	8
18. Discipline and Discharge.....	9
19. Settlement of Disputes.....	12
20. Overtime Rate of Pay.....	13
21. Staffing, Supplemental Workforce, and Outsourcing.....	13
22. General Provisions.....	14
23. Union Bulletin Boards.....	14
24. Union Activities on Employer's Time and Premise.....	14
25. Management Rights and Departmental Rules.....	15
26. Uniforms, Protective Clothing and Tool Allowance.....	15
27. No Strike.....	16
28. Temporary Pay – Higher Classification.....	16
29. Past Practices.....	16
30. Leaves of Absence.....	16
31. Political Activity.....	17
32. Changes in Job Description.....	17
33. Use of Public Works Garage.....	17
34. Severability.....	18
35. Detection of Substance Abuse.....	18

**TABLE OF CONTENTS (continued)**

<b>ARTICLE</b>	<b>Page</b>
36. Employee Assistance Program .....	18
37. Travel/Mileage Reimbursement .....	18
38. Termination .....	18
Appendix A.....	20
Appendix B.....	21
Appendix C.....	22
Appendix D.....	23

**AGREEMENT BETWEEN CITY OF GARDINER  
AND  
TEAMSTERS LOCAL #340 (PUBLIC WORKS)**

This agreement is entered into by the City of Gardiner, hereinafter referred to as the Employer, and Teamsters Local #340 (Public Works), hereinafter referred to as the Union:

The Parties agree as follows:

**ARTICLE 1 – RECOGNITION**

Section 1. The City recognizes the Union as the sole and exclusive bargaining agent for the bargaining unit (Public Works Department) for the purposes of collective bargaining and entering into agreements relative to salaries, wages, hours and working conditions.

The Union recognizes that this agreement shall be effective to the extent it is consistent with the rights conferred upon the City in accordance with the City Charter and the Municipal Public Employees Relation Laws, Chapter 424, Public Laws 1969. The Union thoroughly recognizes that the city will determine the work to be performed by the Public Works Department and how the work will be performed; that it is the responsibility of the City to determine the tools, machines and equipment necessary to perform the work; and the need to increase and decrease the complement of employees as well as employment standards.

**ARTICLE 2 – UNION SECURITY**

Section 1. All employees shall have the right to join the Union or refrain from doing so except as otherwise provided herein. No employee 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 responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 2. All employees who are currently in the bargaining unit subsequent to the effective date of this agreement shall, during the term of this agreement, be required to pay to the Union amounts equal to the Union's periodic dues or to pay the Union amounts equal to eighty percent of the Union's regular periodic dues. The obligation to pay such amounts shall begin on the first day of the month next following the thirtieth calendar day after achieving bargaining unit status or the first day of the month next following the thirtieth calendar day after the effective date of this agreement, whichever is later.

Section 3. All employees in titles covered by this agreement shall be informed by the Town at the time of hire of the existence of this agreement and the obligation of employees after entering the bargaining unit to either join the Union and pay the initiation fee and regular periodic dues or to pay the Union amounts equal to 80% of the Union's regular periodic dues.

Section 4. In the event this provision for Union Security shall be declared to be invalid by any tribunal of competent jurisdiction, the Union shall indemnify and hold harmless the Town from any and all damages, restitution of amounts paid hereunder, or other monetary liability which may accrue against the Town by virtue of this provision.

### ARTICLE 3 – CHECKOFF

Section 1. The employer agrees to deduct the union membership dues from the pay of these employees weekly. The amounts to be deducted shall be certified to the employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement, to the Treasurer by the 10<sup>th</sup> of the succeeding month, after such deductions are made. This authorization shall be irrevocable during the term of this agreement.

### ARTICLE 4 – HOURS OF WORK

Section 1. Regular Hours. The regular hours of work each day shall be consecutive, except for interruptions for lunch periods. References to consecutive hours of work in the balance of this Article shall be construed generally to include lunch periods.

Section 2. May 1 through September 30, hours of work shall be Monday through Thursday 6:00 a.m. to 4:30 p.m. One-half hour unpaid lunch.

October 1 through April 30, hours of work shall be Monday through Friday 6:00 a.m. to 2:30 p.m. One-half hour unpaid lunch.

Sick Leave and Vacation accruals will not be changed to reflect hours worked.

### ARTICLE 5 – REST PERIODS

Section 1. All employees' work schedules shall provide for a fifteen-minute pause in work as near as possible to the middle of each one half shift as work in progress will allow. Such rest breaks to be taken at the job site except when employees are working on a sanitary sewer, in such case, they may return to the garage for the rest period.

Section 2. Employees who for any reason work beyond their regular quitting time shall receive a fifteen minute break before beginning the next shift and shall receive a fifteen minute break at the end of every three hours of overtime worked or as soon thereafter as the work being done permits.

Section 3. Effective November 1, 2011, the City at its sole discretion may provide a temporary rest area for employees to utilize during large storm events. Employees shall be paid at their normal or overtime rate during this mandated rest period, the intent of which is to prevent "tired trucker syndrome." Nothing in this section shall prevent the City from sending employees home without pay during long storm events if: 1) the City determines that the storm maintenance duties would have been sufficiently completed by the time the employees had rested and were available to be called back to duty, and/or 2) the City determines its overtime budget is insufficient. This section is prospective; employees who have been sent home without pay to rest during storm events in the past shall not be entitled to receive retroactive or back pay.

## ARTICLE 6 – MEAL PERIODS

Section 1. All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift, from 12:00 noon to 12:30 p.m.

## ARTICLE 7 – HOLIDAYS

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

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

\*The observance of these holidays will be in accordance with the recently enacted Maine Statutes.

Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work. Employees called to work on a holiday will be paid at the overtime rate of pay in addition to receiving the holiday pay.

Whenever any of the holidays listed above (not marked with an asterisk) shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above (not marked with an asterisk) shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

Section 2. Eligibility Requirements. Employees shall be eligible for holiday pay under the following conditions:

- (a) the employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is laid off; and
- (b) the employee works his last scheduled work day prior to the holiday unless he is excused by the employer, or he is absent for any reasonable purpose. The employer and the union shall mutually agree upon reasonable purpose in each case. Reasonable purpose shall include illness, or leave of absence in accordance with Article 12, Section 1. These purposes need not be mutually agreed upon.

If a holiday is observed on an employee's scheduled day off or during his vacation, he shall be paid for the unworked holiday or given an additional day off, whichever method he selects. If a holiday is observed during an employee's sick-leave, he shall be paid for the unworked holiday and such day shall not be considered sick-leave.

Employees who have established seniority, but who are on inactive status due to a layoff or sick-leave that commenced less than 30 work days prior to the week in which the holiday occurs shall receive pay for such holiday.

## **ARTICLE 8 – SICK LEAVE**

Section 1. Allowance. Employees shall be allowed 8 hours for each month of their active service and may accumulate up to a maximum of 120 days. Sick leave for the current month will be granted after the employee has been compensated for at least one-half of the month or 80 hours.

Section 2. Provisions. The employee shall notify the employer as soon as possible that he is sick and cannot report for work.

Section 3. Doctor's Certificate. At the discretion of the City Manager or Public Works Director, a City Nurse or Physician will call upon any person on sick leave. Any person on sick leave without a doctor's certificate will be required to remain on his premises. A Doctor's certificate will be required for granting paid sick leave of three days or more. The cost of obtaining a doctor's certificate will not be at the City's expense.

Section 4. Employees will be paid for one half (1/2) of any sick days upon voluntary separation or retirement and may credit up to 30 days accumulated sick leave towards earnable compensation for determining MSRS benefits and will be paid one half (1/2) of any remaining accumulated sick days. Employees hired after 7/1/17 are not eligible for sick leave payout. In the case of death of an employee, 100% of accumulated sick leave will be paid.

Section 5. Sick leave may be used for illness, necessary medical or dental care or other disability of the employee or member of the employee's immediate family which requires the attention or presence of the employee. Immediate family in this case shall mean the spouse, children, step-children, wards, parents, step-parents, guardians, brothers, sisters, grandparents, grandchildren and parents of the spouse of the employee. Reasons why the attendance of the employee is required shall be presented to the City.

## **ARTICLE 9 – SENIORITY**

Section 1. A Seniority list shall be established listing all employees covered by this agreement, with the employee with the greatest seniority listed first, provided they are equally qualified. Seniority shall be based on the employee's date of hire. The list will be made available and made part of this agreement at the signing of this agreement. Seniority shall also be a major governing factor in temporary promotion only in cases where employees are equally qualified but not otherwise.

Section 2. Seniority shall be a major governing factor in all matters affecting: promotion, transfer, work shift, reduction in work force, recall and vacation preference provided the employees are equally qualified.

Section 3. All job openings within the bargaining unit shall be posted on the bulletin board for 10 days and are to be filled within a 10-day period thereafter as per Section 2 of this Article. If the employee fails to meet the job requirements within ninety (90) days, or if the employee desires to return to his former classification or job within the above period, he shall be reassigned to his

former classification or job, without loss of seniority and at his appropriate rate of pay for the former job.

#### **ARTICLE 10 – RENEGOTIATIONS**

Section 1. One hundred twenty (120) days prior to June 30, 2017, the Municipal Officials and Teamsters Local #340 (Public Works), shall open wage negotiations for the next contract.

Section 2. The attached wage schedule shall be in existence for the life of this agreement.

#### **ARTICLE 11 – ANNUAL VACATIONS**

Section 1. Each employee subject to the contract shall earn vacation with pay on the following basis: One (1) work day shall be earned for each completed full month of service during the first five (5) years of service with the City. Thereafter, provided the last five (5) years of service have been continuous, vacation shall be earned on the following basis: for each completed full month of service with the City, one and one-fourth ( $1\frac{1}{4}$ ) days shall be earned until ten (10) years have been completed; one and one-half ( $1\frac{1}{2}$ ) days shall be earned until fifteen (15) years have been completed; one and three-fourths ( $1\frac{3}{4}$ ) days shall be earned until twenty (20) years have been completed; and thereafter, two (2) days per month shall be earned. At twenty-five (25) years, an employee shall earn two and one-quarter ( $2\frac{1}{4}$ ) days per month.

Employees with less than five years continuous City employment will be allowed to accumulate up to 12 days vacation; employees with more than 5 years continuous service, but less than 10 years, 15 days; employees with more than 10 years continuous service, but less than 15 years, 18 days; employees with more than 15 years continuous service, but less than 20 years, 21 days; and employees with more than 20 years continuous service, 24 days. Exception may be made for illness, emergencies and job requirements at the discretion of the Public Works Director.

Vacation leave during the period April 1 to November 30 shall be arranged by the department head in such a manner as to cause a minimum loss of service to the public. Vacation during the period December 1 to March 31 shall be authorized only on a day to day basis subject to weather conditions.

Section 2. A Vacation Day shall equal 8 hours.

Section 3. An additional day of vacation shall be earned for every 160 hours of overtime worked. One additional day of vacation shall be earned if an employee reaches 240 hours of overtime worked. For this section, the additional “day” of vacation time earned shall be equal to the employee’s regular monthly accrual and equal to one month’s accrual.

#### **ARTICLE 12 – PAID LEAVES**

Section 1. Bereavement Leave. In the event of death of an employee’s parent, spouse, child, step-child, or ward, the employee will be granted up to five days leave. In the event of death of an employee’s grandparents, step-parents, guardian, brother or sister, the employee will be granted up to two days leave. In the event of death of an employee’s in-laws, aunt, uncle, niece, nephew, or grandchild, the employee will be granted up to one day leave.



Section 2. Jury Duty. Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service.

### ARTICLE 13 – CALL TIME

Section 1. Any employee called to work outside of his regularly scheduled shift on a non-adjointing basis of his regular daily schedule shall be paid for a minimum of four hours at a time and one half the hourly rate of pay.

Section 2. The Union agrees to the termination date of the practice of paying a minimum of three hours at the normal hourly rate for work prior to but adjoining the beginning of a regularly scheduled shift.

### ARTICLE 14 – HEALTH INSURANCE

Section 1. The City shall maintain a group medical, major medical and hospital insurance policy.

For employees hired prior to 11/1/11, the City shall pay 100% of the premium for a single employee and 50% of the additional premium for any level of dependant coverage selected. For employees hired after 11/1/11, the City shall pay 80% of the premium for single coverage and for single with dependant coverage. The employee will be responsible for the remaining 20% of the premium. For family coverage, the City will pay 72% of the total premium and the employee will pay the remaining 28%. All employee payments shall be made through payroll deduction.

Beginning January 1, 2020, the City will offer Union employees the MMEHT PP0 2500 plan. The maximum out-of-pocket expense for in network services under the PP0-2500 plan is set by MMEHT per calendar year. Through a health reimbursement arrangement (HRA) administered by a company of the City's choosing, the City will reimburse employees for the maximum out-of-pocket, in network, expenses paid by the employee up to the maximum per calendar year.

The City will continue to honor all language in the Union contract, including the percentages of premiums paid by the employees and by the City. The City continues to reserve the right to change health insurance plans consistent with the current contract language.

Employees may participate at their own expense in any options for other coverage available to the employees through the City's insurance carrier, but provided by the City in this section. Registered domestic partners are eligible for the city share of the premium for dependent coverage.

Retirees and their spouses shall be allowed to remain in the group provided such coverage is available through the City's policy and provided that the retiree or their spouse pays the entire premium cost.

Upon proof of medical insurance coverage elsewhere, an employee shall be paid through the normal payroll process an annual sum of \$4248.00. This sum divided by 12 and will be paid monthly in the employee's payroll check.

In the event that an employee who is eligible for City paid dependent coverage has a spouse who is also employed by the City, the City will pay the cost of medical insurance for only one spouse

employed by the City and the other spouse will not be eligible for any payment for not having medical insurance coverage through the City. The City shall pay individual coverage for both spouses employed by the City if not eligible for dependent coverage.

The benefits provided for herein shall be provided through a self-insured plan, or under group insurance policy or policies issued by an insurance company or companies, profit or non-profit as selected by the City. All benefits are subject to the provisions of policies between the City and its carrier and any difference between any employee and his beneficiary and the insurance carrier(s) on the process of claims shall not be subject to the grievance procedure.

Notwithstanding any such change, the level of benefits shall remain the same or better as in effect on the effective date of this contract. Any changes in the level of benefits must first be approved by the Union.

Section 2. The City agrees to continue to provide Health Insurance coverage to employees on Workers' Compensation as a result of an injury sustained in the performance of the employee's job for the City until the employee is accepted for disability retirement, settles the claim with the insurance carrier or has been classified to be permanently, totally or partially disabled by the Workers' Compensation Commission or the City's insurance carrier.

Section 2. The City agrees to pay up to \$150 for special prescription glasses and frames, no more than one pair per year per employee. Management reserves the right to determine whether or not the replacement is necessary. The prescription is to be furnished by the employee at his expense.

Section 3. The employer agrees to pay the full cost of life insurance as provided by the Maine State Retirement System.

## **ARTICLE 15 – WORKERS' COMPENSATION**

An injured employee must report the injury immediately to his or her direct department head who will in turn report the incident to the Human Resource Director. The department head or his or her designee will file a "First Report of Injury" within 24 hours with the Human Resource Director, who will forward it to the City's Workers' Compensation program. Injured employees needing medical treatment will be treated at the City's designated occupational health provider or if seriously injured, at one of the area hospitals. If the employee is unable to return to work, the employee must provide a physician statement from the City's provider stating the incapacity and any restrictions.

Medical bills for a covered claim are payable without any waiting period.

Workers' Compensation benefits are paid a compensation based on the average weekly wage at the time of the injury and the employee's federal dependent filing status (80% after tax Workers' Compensation Board formula) paid by our Workers' Compensation carrier. The employee may receive his/her average weekly pay by electing to have the difference between the amount paid by Workers' Compensation and the amount paid by the City deducted from his or her accrued leave. Any employee electing to remain on regular payroll will endorse the workers comp checks back to the City of Gardiner. Any employee electing to receive Workers' Compensation in lieu of base pay will be billed for any normal employee contributions toward benefits.

## ARTICLE 16 – RETIREMENT

The City requires that all permanent, full-time employees participate in the Maine Public Employees Retirement System (MainePERS). This retirement plan provides fifty percent of the employee's average final compensation if the employee works under the plan for 25 years. The employee will also receive an additional 2% of average final compensation for each year worked over 25. Participants are vested after 5 years in the plan.

In addition to the retirement pension, there are survivor's benefits, disability benefits, death benefits and military benefits.

The plan provides for retiree Cost-of-Living-Adjustments (COLA's) and are calculated annually (by MainePERS Board of Trustees), based on the Consumer Price Index for All Urban Consumers (CPI-U) as of the end of each fiscal year ending June 30. All provisions of the plan are established by the MainePERS and may be changed.

## ARTICLE 17 – NEW EMPLOYEES

Section 1. All new employees shall serve a probationary period of six (6) months and shall have no seniority rights during this period. If an employee is deemed to be unsatisfactory during any phase of the probationary period, the Public Works Director, with the approval of the City Manager, may remove the probationer from City service. Said removal shall not be subject to the grievance procedure of this contract.

Section 2. Any Gardiner employee who leaves employment and then is subsequently rehired will not carry forward any prior seniority.

Section 3. Any employee who transfers from any City position to a position in the Public Works Department may do so without loss of any prior accrued benefits.

Section 4. Physical Examination. All new employees, including rehired employees shall have, prior to their employment, a physical examination by a physician of their choice graduated from a Class A medical school. If the examination is done by the City physician, the City will absorb the cost.

Report of physical examination shall be made to the Public Works Director on a form prescribed by the City Manager, and the same shall become a part of the employee's personnel record. The City, through its Public Works Director, may at any time request a physical examination of any employee. Should the employee refuse a physical examination at the request of the Director, he will be summarily suspended, without pay, until the physical examination is completed.

“It is agreed that any employee who has become mentally or physically incapacitated by an illness or condition that can be revealed by medical examination or tests conducted by a qualified physician, who shall be mutually agreed upon by the City Manager and employee, to such an extent that it is impossible for him to perform the duties of his employment position and that such incapacity is expected to be permanent may be terminated. It is expected that the employee will apply for disability retirement, Workers' Compensation and/or whatever other benefit programs are available to the employee. The employee will be allowed to exhaust all of his accumulated

sick leave, vacation and eligibility for medical leave of absence prior to being terminated for medical reasons.”

## **ARTICLE 18 – DISCIPLINE AND DISCHARGE**

Section 1. The City will furnish each new employee with a copy of all existing work rules upon employment and update working rules annually for distribution to employees, no later than February 28 of each year. It will be the responsibility of the employee to daily read the bulletin board or memorandums for working rules.

### **Section 2. PROGRESSIVE DISCIPLINE**

Depending on the nature and circumstances of an incident, discipline will normally be progressive and bare reasonable relationship to the violation. A serious or major performance or behavior deficiency may result in more severe disciplinary action and may not necessarily be preceded by less severe forms of disciplinary action. The types of discipline that may occur are as follows in general order of increasing formality and seriousness.

#### **Counseling**

Counseling is a discussion to explain an actual performance deficiency and emphasizing expected standards. Supervisors and/or department heads shall make every attempt not to ignore minor deficiencies, but rather to correct them. Sometimes the employee may need further training or they may not know the proper procedure. One purpose of Counseling is to determine what corrective measures can be taken to improve employee performance. Counseling shall be documented by the supervisor and/or department head and placed in the employee’s personnel file.

#### **Verbal Warning**

A verbal warning is a verbal statement by the supervisor and/or department head to an employee, usually detailing an unsatisfactory element of job performance and is intended to be corrective or cautionary. A verbal reprimand defines the area of needed improvement, and informs the employee that failure to improve may result in more serious actions. Verbal warnings shall be documented in writing by the supervisor and/or department head and placed in the employee’s personnel file.

#### **Written Reprimand**

A written reprimand shall be issued by the department head. The written reprimand shall contain a statement of the cause for the action, improvement or corrective action required of the employee, time frames for such action, and possible results of the employee’s failure to comply. An employee receiving a written reprimand may respond to that action and a copy of the response shall be attached to the reprimand. A copy which shall be signed by both the employee and department head shall be given to the employee and the Human Resource Director for placement in the employee’s personnel file. More than one written warning may be given. If the warning is the final warning before the next disciplinary step, that warning will state that it is the “Final Written Warning”. A first Written Warning may also be a Final Written Warning depending on the severity of the performance or behavior issue.

If the employee refuses to sign the written warning, then the department head and one other witness shall note on the warning that the employee received a copy thereof and refused to sign it.

### **Temporary Relief from Duty**

Under certain circumstances, it may be necessary to restrict an employee immediately from performing duties at the work site. The circumstances usually involve potential danger to the employee, co-workers, or the public, or the employee's inability to perform assigned duties satisfactorily. Because of the need for immediate action, the decision to relieve an employee from duty is typically the responsibility of the supervisor or department head. In these situations, the following procedure is to be followed:

1. As soon as possible, the supervisor or department head taking the action to relieve from duty an employee will prepare a written statement of the action taken and the reasons for such action.
2. The department head will prepare, together with the supervisor, the statement of charges and document any supporting evidence.
3. The department head and Human Resource Director will review all evidence to determine disciplinary direction.

### **Suspension**

A suspension is the temporary removal of an employee from duty generally without pay. Suspension shall be used when all other means have been tried without success and it is believed that suspension will bring about the required improvement in the employee's behavior or performance, or when the cause is sufficiently serious to warrant such action independent of other disciplinary means. A department head may recommend the suspension of an employee after carefully reviewing all facts and reviewing same with the Human Resource Director. Employees will be provided a letter of suspension, which will (a) state the effective date, (b) length of duration; (c) reasons for action, including a statement of the particular facts which evidence each performance deficiency and identification of each performance deficiency; (d) a list of exhibits and witnesses supporting the statement of facts; (e) a notice to the employee of his/her rights to appeal the action. In no event will the use of paid time be allowed during a period of suspension without pay. Should a paid holiday occur during a period of suspension without pay, the suspension period will be extended by the number of holidays occurring during the suspension period.

### **Disciplinary Demotions**

Under circumstances of demotion for disciplinary reasons, an employee may be reallocated from a present job to one having lower responsibilities, skill requirements, performance standards, and rate of pay upon recommendation of supervisory personnel and/or the department head. The decision to demote an employee shall be the City Managers. A copy of such written notice will be given to the affected employee and the Human Resource Director for placement in the employee's personnel file.

### **Removal/Discharge from Employment**

An employee may be removed or discharged from employment with the City when the employee's work or misconduct warrants, after the employee receives cause, notice and hearing where the employee will be permitted to present evidence that they should not be

removed or discharged. If the City is contemplating removal or discharge, the employee will receive a notice stating the cause for such a decision and setting a hearing date no later than 72 hours prior to the hearing. If, following the hearing, the City elects to remove or discharge the employee, the employee will be provided a letter of discharge, which will (a) state the effective date; (b) reasons for action, including a statement of the particular facts which evidence the reason(s) for discharge; and (c) a notice to the employee of his/her rights to appeal the action.

#### **Initiating Discipline: Consideration and Notice**

Disciplinary notice to employees should, as a general rule, contain the following information:

- A. A statement of the disciplinary action to be taken and its effective date
- B. A statement of the reason(s) for imposing the discipline and the nature of the violation
- C. Attachment of any supporting material or evidence where appropriate

Service of disciplinary notice will be deemed to have been made upon personal presentation or by certified mail addressed to the employee's last known address on file.

#### **Appeal of Disciplinary Action**

The employee may appeal a disciplinary action to the City Manager within ten (10) working days of notice of the action. After reviewing all facts and evidence, the City Manager will put in writing his/her final decision and provide it to the employee.

#### **Appeal of Discharge**

The employee may appeal discharge to the City Manager within ten (10) working days of notice of the action. After reviewing all facts and evidence, the City Manager will put in writing his/her final decision and provide it to the employee. Should the City Manager find in favor of the discharge, such discharge is final. Should the City Manager find in favor of the disciplined employee, he/she may reinstate a disciplined employee at any time and may authorize back pay.

When an employee is placed on paid leave in circumstances where they have been arrested and/or charged with a crime, the City proposes to begin paying them by using their existing vacation, sick, and compensatory time. Once this time is exhausted, the City will continue paying the employee until a decision is made to have the employee return to work or be separated from employment. If the employee is cleared to return to work, the sick, vacation, and compensatory time shall be replenished. If the employee is terminated, they will not have any time on the books to cash out. While on paid leave employees shall not accrue vacation and sick time. Nothing in this clause shall prohibit the City from terminating an employee charged with a crime or pursuing other disciplinary means.

Section 3. Acceptance of Gifts. Acceptance of money or gift by an employee when given under circumstances indicating the hope or expectation of receiving better treatment than that accorded to the public in general is prohibited and may result in immediate dismissal.

All employees shall be responsible for providing municipal services to the public in a courteous and polite manner.

Section 4. All discipline shall be for just cause, and all verbal warnings shall be purged after eighteen (18) months. Written warnings shall be purged after twenty-four (24) months.

Section 5. Any written record of a suspension will be removed from an employee's file after twenty-four (24) months.

## ARTICLE 19 – SETTLEMENT OF DISPUTES

Section 1. Grievance Procedure. A grievance is hereby jointly defined as any dispute or controversy which may arise under the interpretation, application, or meaning of this agreement.

Step 1. The aggrieved employee or employees shall present the grievance in writing to the shop steward within ten (10) working days from the event giving rise to the grievance. The matter shall be discussed at a meeting to be held with the department head/s of the affected employee/employees within ten (10) working days of the grievance being filed. The department head shall respond in writing within ten (10) working days from the date of the hearing with an answer on the grievance.

Step 2. If the grievance has not been settled in Step 1, the union steward, may, within ten (10) working days from the date of the written response is due from the department head, appeal to the City Manager. The City Manager shall meet with the steward, employee(s) affected, and the Union Business Agent within ten (10) working days of receipt of the grievance. The City Manager shall render a decision in writing to the shop steward, and the Union Business Agent within ten (10) working days of the meeting.

Step 3. If the grievance has not been settled in Step 2, the union, may file for Arbitration of the issue within ten (10) working days of the date the City Manager's decision is received.

### Arbitration Procedure:

The arbitration proceeding shall be conducted by an arbitrator who is selected by the parties within ten (10) working days after notice is given. If the parties fail to agree upon a single arbitrator, a request shall be made to the Maine Board of arbitration and Conciliation for a three (3) member board.

The decision of the arbitrator(s) shall be final and binding on the parties, and a decision shall be written within thirty (30) days of the hearing. Any and all expenses of the arbitrator(s) shall be borne equally by the parties. Each party shall be responsible for compensating its own representatives or witnesses.

Section 2. Employees selected by the union to act as stewards, shall be known as union stewards. The union shall notify the City which employee(s) are so appointed. Union stewards shall be allowed to process and investigate grievances during regular working hours without the loss of pay, providing it causes no hardship on the City, and does not interfere with the employee's duties and responsibilities.

Section 3. Time limits for processing grievances may be extended by mutual consent of the parties. (City and Union)

Section 4. Nothing in this article shall diminish the right of any employee covered by this agreement to present their own grievance, as per Title 26, Section 967, MRSA.

#### **ARTICLE 20 – OVERTIME RATE OF PAY**

Section 1. Each employee shall be paid at the rate of time and one-half their regular hourly rate for all hours worked after eight hours of each day and over forty hours each week. Working hours to include compensatory time off, holidays, vacation days and time off as a result of on-the-job injury.

Section 2. An employee may have the option of taking compensatory time off in lieu of overtime pay. Accumulation of compensatory time is limited in accordance with the following provisions:

- a. Throughout the year, employees may accumulate no more than 240 hours of compensatory time. Employees at the 240 hour limit may not accumulate additional compensatory time until their accumulation level drops below 240 hours.
- b. However, for the period of January 1 through April 15 only, the accumulation limit will be raised to 360 hours. Employees may, during that specific time period accrue additional compensatory time above the normal 240 hours. All hours accumulated in excess of the 240 limit must be used prior to June 30 of that same year. If it is not, the employee will be paid in cash for all hours over 240.
- c. Requests for comp time off shall be requested a minimum of 2 days in advance and must be approved by management. The City shall have the right to limit the number of employees on authorized leave at any one time.

Section 3. The parties agree that the City's current practice of calculation overtime after 8 hours of work and after 40 hours of work will continue.

#### **ARTICLE 21 – STAFFING, SUPPLEMENTAL WORKFORCE, AND OUTSOURCING**

The Union recognizes that the City has made a decision to downsize the Public Works department with the intention that the department will do routine maintenance of City property. The City will continue with the practice of outsourcing major street reconstruction, building projects and other tasks that cannot be accomplished by the smaller crew and the equipment owned by and readily available to the City.

The Union agrees that the City may continue the present practices which are intended to supplement the public works employees covered by this agreement rather than to replace them or to significantly reduce their earning opportunity.

The Union recognizes that the public works unit as a whole depends on a certain amount of overtime work to supplement their base salaries, and that this has historically been the case in Gardiner. In agreeing to allow the City greater flexibility in the use of outside contractors, the



union is in no way agreeing that the use of these contractors or supplemental workers should be used to significantly reduce the regular employees earning opportunities but to allow the smaller department to continue to carry out the functions necessary to meet the City's obligations within the existing budgets, including capital equipment and machinery.

## **ARTICLE 22 – GENERAL PROVISIONS**

Section 1. Pledge Against Discrimination and Coercion. The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as age, sex, marital status, race, color, creed, national origin, or political affiliation. The union shall share equally with the employer the responsibility for applying this provision of the agreement.

Section 2. All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 3. The employer agrees not to interfere with the rights of employees to become members of the union, and there shall be no discrimination, interference, restraint, or coercion by the employer or any employer representative against any employee because of union membership or because of any employee activity in an official capacity on behalf of the union.

Section 4. The union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

## **ARTICLE 23 – UNION BULLETIN BOARDS**

Section 1. The employer agrees to furnish and maintain a suitable bulletin board in the public works garage for union use. The union shall limit its posting of notices and bulletins to this bulletin board.

## **ARTICLE 24 – UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES**

Section 1. The city agrees that during work hours on the employer's premises and without loss of pay, providing it impairs no hardship on the City and it is done within a period of time that will not infringe upon the employee's duties and responsibilities to the City, the union steward shall be allowed to:

- Post union notices.
- Distribute union literature.
- Solicit union membership during other employees' non-working time.
- Attend negotiating meetings.
- Transmit communications, authorized by the local union or its president, to the employer or his representative.

- Consult with the employer, his representative, local union officers or other union representatives from the State, County and other National units concerning the enforcement of any provisions of this agreement.

## **ARTICLE 25 – MANAGEMENT RIGHTS AND DEPARTMENTAL RULES**

Section 1. The City retains all right and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement. The union acknowledges the right of the city to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement.

Section 2. Nothing in this agreement shall be construed as delegating to others the authority conferred by law on the employer or in any way abridging or reducing such authority.

Section 3. This agreement shall be construed as requiring the employer to follow its provisions in the exercise of the authority conferred upon the employer by law.

Section 4. Revising. When existing rules are changed or new rules are established providing such rules do not conflict with this agreement, they shall be posted prominently on all bulletin boards for a period of 10 consecutive work days before becoming effective.

Section 5. Informing Employees. The employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules 30 days after they become effective. New employees shall be provided with a copy of the rules at the time of hire.

## **ARTICLE 26 – UNIFORMS, PROTECTIVE CLOTHING AND TOOL ALLOWANCE**

Section 1. If any employee is required by the employer to wear a uniform, protective clothing, or any type of protective device as a condition of employment such uniform, protective clothing, or protective device shall be furnished to the employee by the employer.

Section 2. The employer agrees to provide a clothing allowance of \$400 for each employee of the Public Works Department with the intent of improving the appearance of the Public Works Department employees. Such clothing allowance to be prorated for each day worked during the budget year with the exception that any employee layed off by the City will not be required to repay any portion of the clothing allowance used, but not accrued The City, in discussion with the union, will select a color for tee shirts and sweatshirts. Employees will purchase those with the clothing allowance and the City will have logos put on the shirts and sweatshirts. In addition, employees may wear florescent shirts and logoed safety vests.

Section 3. The employer agrees to pay an annual tool allowance of \$600 to all mechanics. Such tool allowance to be prorated each day worked as a mechanic during the budget year, with the

exception that any mechanic laid off or reclassified by the city will not be required to repay any portion of the tool allowance used, but not accrued.

Section 4. Compliance with Internal Revenue Service Fringe Benefit rules (Pub 15-B Employers Tax Guide to Fringe Benefits) states that any clothing suitable for everyday wear (i.e., clothing for public works employees that can be worn on off duty hours) are treated as taxable fringe benefits and are subject to all employment taxes. In July of each fiscal year, each employee will receive a check for \$400 and the appropriate payroll taxes will be deducted.

#### **ARTICLE 27 – NO STRIKE**

Section 1. In the event of stoppage of work, slow-down or strike, the employer shall have the right to terminate any and all employees involved in a work slow-down, stoppage or strike.

#### **ARTICLE 28 – TEMPORARY PAY – HIGHER CLASSIFICATION**

Section 1. If an employee covered by this bargaining unit is assigned by the department head or foreman to work in a higher classification for more than one (1) hour, he shall be paid at the rate of pay established for the higher classification. This section is expressly limited to upgrades to the position of Foreman or Truck Driver upgrades.

Section 2. No Public Works Department non-union supervisor shall perform routine unit work unless an emergency exists or no unit employee is available.

Section 3. Upgrades for using the loader during storms will be fifteen (15) minutes per load. Otherwise, all upgrades are covered by Section 1.

#### **ARTICLE 29 – PAST PRACTICES**

Section 1. It is mutually agreed that negotiable benefits or terms and conditions of employment affecting the members of this unit which are not covered by this agreement shall remain in force throughout the duration of this agreement.

#### **ARTICLE 30 – LEAVES OF ABSENCE**

Section 1. Eligibility Requirements. Employees shall be eligible for leaves of absence after ninety (90) days service with the employer.

Section 2. Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Authorization for a leave of absence shall be furnished to the employee by his immediate supervisor, and it shall be in writing.

Any request for a leave of absence shall be answered promptly. Request of immediate leave (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted.

A medical leave of absence shall be granted to the employee, upon due proof by his physician, that said leave is necessary.

A request for a short leave of absence—leave not exceeding one (1) month—shall be answered within five (5) days. A request for leave of absence exceeding one (1) month shall be answered within ten (10) days.

Any request for leave of absence will be limited to six months, however, the city shall leave option at its discretion to extend a leave of absence for an additional six months.

In addition to accruing seniority while on any leave of absence granted under the provisions of this agreement, employees shall be returned to the position they held at the time the leave of absence was requested. However, if an employee is returning from an educational leave during which the employee has acquired the qualifications for a higher rated position, the employee shall be returned to the higher rated position under the following conditions:

The position became or remained open during the employee's leave and it is still open at the time the employee returns from leave, and

The employee requests assignment to the higher rated position within ten (10) days after returning from an educational leave, and

The employee has greater seniority than other qualified employees requesting assignment to the position.

Section 3. The City will grant medical leave of absence pursuant to applicable State and Federal Family Medical Leave laws. The City reserves the right to designate any qualifying absences as Family Medical Leave. Eligibility for medical leaves shall be calculated using the rolling 12-month method. Seniority shall accrue while on any medical leave of absence granted under the provisions of this section. Employees on FMLA may use accumulated vacation and compensatory time, and may use sick time for FMLA leaves that are granted consistent with the sick leave usage provisions of Article 8.

### **ARTICLE 31 – POLITICAL ACTIVITY**

Section 1. Public Works employees of the city are expected to exercise their legal rights as citizens to vote except that Public Works employees will be bound by any charter provision which prohibits an employee of the City from holding a City Council position.

### **ARTICLE 32 – CHANGES IN JOB DESCRIPTIONS**

Section 1. The Union agrees that mechanics will perform vehicle inspections as is required by the Maine Revised Statutes Annotated. The City agrees to pay for all licenses, permits, tests, tools and/or equipment required in order to conduct such inspections and that mechanics employed as of the date of the signing of this contract will not be terminated or penalized in any manner solely

because of failure to successfully complete the Motor Vehicle Mechanics Examination or for refusing at any time to commit a violation of any section of the M.R.S.A.

### **ARTICLE 33 – USE OF THE PUBLIC WORKS GARAGE**

Section 1. Employees' use of the Public Works Garage will be limited to washing and emergency repair of their privately owned vehicle when such vehicles will not operate anytime the employee leaves work and/or to make ready such vehicle for travel after working beyond the regular work day during the winter months.

### **ARTICLE 34 – SEVERABILITY**

Section 1. If any provision of this Agreement is subsequently declared by legislature or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provisions. However, if parties are unable to agree within thirty (30) days following commencement of the initial meeting then the matter shall be postponed until contract negotiations are reopened. In no case will the City be expected to violate Federal or State Law.

### **ARTICLE 35 – DETECTION OF SUBSTANCE ABUSE**

Section 1. The City and the Union agree that the nature of the work of the employees in this unit creates a need to assure that no employee, while in the service of, or while representing, the City is engaged in chemical or substance abuse.

Section 2. The City may at any time during an employee's initial six months of employment require the testing of blood, breath, and/or urine for the purpose of detecting the presence of illegal substances and/or illegal amounts of alcohol. Failure of any employee to submit to the above requirements shall be grounds for dismissal.

Section 3. After the initial six months of employment, the City, after obtaining just cause, may require employees to submit to blood, breath, and/or urine testing for the purpose of detecting the presence of non-prescribed illegal substances and/or illegal amounts of alcohol. Refusal to submit to the above requirements of Section 3 shall be grounds for discipline.

### **ARTICLE 36 – EMPLOYEE ASSISTANCE PROGRAM**

Section 1. The City agrees to investigate the establishment of an employee assistance program that will, among other things, provide professional counseling services to employees affected by occupational stress.

### **ARTICLE 37 – TRAVEL/MILEAGE REIMBURSEMENT**

Employees who use their personal vehicles for work related travel will be reimbursed on a per mile basis using the State of Maine rate. MapQuest or a similar mileage verification must accompany the mileage reimbursement request and be approved by the department director. The mileage

covers all auto costs (fuel, repairs, insurance) other than parking and tolls. Receipts are required for reimbursement of parking and tolls.

When an employee is on official City business, they will be reimbursed (up to) the per diem rates as outlined per city order. Receipts are required.

**ARTICLE 38- TERMINATION**

Section 1. **This agreement shall be effective as of the first of July, 2020 and shall remain in full force until June 30, 2021.** This agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing 60 days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin not later than 30 days prior to the anniversary date; this agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than 10 days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

In Witness whereof, the parties hereto have set their hands this

\_\_\_\_\_ day of \_\_\_\_\_, 2020

FOR THE UNION

FOR THE EMPLOYER

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## SENIORITY LIST

PUBLIC WORKS DEPARTMENT  
(AS CALLED FOR IN ARTICLE 9, SECTION 1)

Cromwell, Kendall A	05/08/1989
Grover, David J	06/01/1998
Jamison, Jay C	04/19/1999
Willard, Steven L	08/23/2004
Hodgkins, Philip E	01/12/2011
Gorman, John L	08/01/2011
Cameron, John A Sr.	12/11/2017

**WAGE SCHEDULE PUBLIC WORKS DEPARTMENT**

		Public Works Department									
Position		Start	1 year	2 years	3 years	4 years	5 years	10 years	15 years	20 years	
Working Foreman	FY20	18.85	19.22	19.60	19.99	20.38	21.42	21.61	21.69	21.77	
	FY21	19.41	19.80	20.19	20.59	20.99	22.07	22.26	22.34	22.42	
Mechanic	FY20	18.60	18.97	19.35	19.73	20.12	20.52	21.33	21.41	21.49	
	FY21	19.16	19.54	19.93	20.32	20.72	21.13	21.97	22.05	22.13	
Equipment Operator	FY20	17.29	17.63	17.97	18.31	18.67	19.03	19.76	19.84	19.92	
	FY21	17.81	18.15	18.50	18.86	19.23	19.60	20.36	20.44	20.52	
Truck Driver	FY20	16.05	16.37	16.69	17.02	17.36	18.16	18.88	18.96	19.04	
	FY21	16.54	16.86	17.19	17.53	17.88	18.71	19.45	19.53	19.61	

Notes:

On 7/1/15 added .35 per hour to Equipment Operator to eliminate upgrade to Grader Operator

The City, at its sole discretion, may hire a new employee at a yearly step higher than the starting step.

In doing so, however, the City may not exceed the salary level being paid in that classification to an existing employee.

7/1/17 added 15 year step and added .20 to all in order to eliminate meal allowance

Section 4. The City, at its sole discretion, may hire a new employee at a yearly step higher than the starting step. In doing so, however, the City may not exceed the salary level being paid in that classification to an existing employee.



Effective immediately, and as we move forward, the following process and procedures will be utilized for "call ins" in the City of Gardiner for the Public Works Department.

1. A list of telephone numbers will be furnished to the Public Works Director on an annual basis. Anytime a number is changed or discontinued, the member will update the Director with the new number or numbers.
2. In seniority order, the Director will call **both** numbers (if listed) before proceeding to the next member on the list.
3. The Director will leave voicemails when a member cannot be reached, on **both** numbers (if listed).
4. If the Director cannot reach a member after calling **all** listed numbers (with voicemails being left,) the Director may perform the work as stated in the Collective Bargaining Agreement.

This Memorandum of Agreement is entered into by both the **City of Gardiner** (hereinafter "the City") and the **Teamsters Union Local #340** (hereinafter "the Union"). Both the City and the Union hereby agrees to the following:

1. Both the City and the Union agree that on occasion the head of Public Works will be on vacation or otherwise unavailable and when this occurs someone needs to be responsible for covering after hour calls and ensuring that the department responds to incidents, both in person and via phone.
2. In order to ensure a timely response, the City and Union agree that employees will either voluntarily carry the department's mobile phone (hereinafter "the Phone) or will be assigned to carry the Phone -in order of least seniority -if there are no volunteers. If there are multiple volunteers, volunteers will be selected based on seniority.
3. Employees carrying the Phone are expected to be in both an acceptable physical and mental condition to perform work that may arise, including physical labor, directing other employees, and speaking with the public. This means the employee must be free of alcohol and illegal drugs or legally prescribed drugs that impair the employee's ability to perform any work that may arise and must be within a 30 minute response time to the Gardiner Public Works garage.
4. As compensation for carrying the Phone, the employee shall be paid a stipend equivalent to two (2) hours of their base pay at time and a half during weekdays and three (3) hours of their base at time and a half pay per weekend day In the event an employee is carrying the Phone on a City-recognized holiday, the employee shall be paid a stipend equivalent to four (4) hours bas pay at time and a half. This shall be known as "Stand-by Pay" and shall NOT count towards actual time worked and therefore shall not count towards overtime pay or compensatory time accrual. In addition, Stand-by Pay shall not count towards accrual of benefit time.
5. If an employee receives a call while assigned the Phone, s/he will be compensated in addition to the Stand-by Pay as follows:
  - a. If problem is resolved verbally over the Phone, employee shall be entitled to one (1) hour of their base pay in addition to the Stand-by Pay outlined in #4 above. This includes calling another crew member(s) in to perform work without coming in to perform work her/himself. Check-in calls from the head of Public Works and/or the City Manager will NOT count toward additional compensation.
  - b. If the problem requires the employee to respond in person, the employee shall be entitled to the minimum call-in hour amount prescribed by the Union contract, which is currently four (4) hours of their base pay, OR the actual amount of hours worked at their base pay if over the minimum. These hours are in addition to the Stand-by Pay outlined in #4 above.

Both parties also agree that this agreement is binding only upon approval from both the voting membership of the Union and by the Gardiner City Council. Upon ratification by both the Union membership and the Gardiner City Council, this agreement shall become effective immediately.

**GENERAL UNIT UNION**

**JULY 1, 2020– JUNE 30, 2021**

**AGREEMENT BETWEEN THE CITY OF GARDINER**

**AND LOCAL 2011 (GENERAL UNIT) COUNCIL NO. 93**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES**

**AFL-CIO**

## TABLE OF CONTENTS

Page #

Article 1	Recognition .....	1
Article 2	Union Security .....	1
Article 3	Management Rights .....	1
Article 4	Hours of Work .....	2
Article 5	Rest Periods .....	4
Article 6	Meal Periods and Travel.....	4
Article 7	Holidays .....	5
Article 8	Seniority .....	5
Article 9	Probationary Period.....	6
Article 10	Sick Leave .....	6
Article 11	Workers' Compensation .....	6
Article 12	Uniforms, Protective Clothing .....	7
Article 13	Leaves of Absence.....	7
Article 14	Absence Without Leave.....	8
Article 15	Bereavement Leave .....	8
Article 16	Jury Duty.....	8
Article 17	Union Bulletin Boards/Activities .....	8
Article 18	Annual Leave .....	9
Article 19	Separation of Employment/Recall.....	9
Article 20	Disciplinary Action .....	10
Article 21	Overtime .....	11
Article 22	Call Back.....	11
Article 23	Health Insurance .....	12
Article 24	Grievance and Arbitration Procedure .....	13
Article 25	Retirement .....	13
Article 26	Political Activity .....	14
Article 27	Wages.....	14
Article 28	Detection of Substance Abuse.....	14
Article 29	Job Stress.....	15
Article 30	Severability .....	15
Article 31	Effective Date.....	16
Appendix A	Seniority List	
Appendix B	2020-2021 Wage Schedule	

**AGREEMENT BETWEEN CITY OF GARDINER  
AND LOCAL 2011 (GENERAL UNIT) COUNCIL NO. 93  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO**

This agreement is entered into by the City of Gardiner, hereinafter referred to as the City, and Local 2011, Council 93, AFSCME, AFL-CIO, hereinafter referred to as the Union:

The Parties agree as follows:

**ARTICLE 1 – RECOGNITION**

The City recognizes the Union as the sole and exclusive bargaining agent for all its permanent full-time public employees in the bargaining unit set forth in Appendix A hereto attached (excluding employees specifically excluded under Title 26, MRSA, Chapter 9-A).

The Union recognizes that this Agreement shall be effective to the extent it is consistent with the rights conferred upon the City in accordance with the City Charter and the Municipal Public Employees Labor Relations Law. The Union thoroughly recognizes that the City will determine the work to be performed by the City Employees covered by this contract and how the work will be performed; that it is the responsibility of the City to determine the tools, machines, and equipment necessary to perform the work; and the need to increase and decrease the complement of employees, as well as employment standards. Subject to the provisions of this Agreement, the Union also recognizes the right of the City to amend job descriptions within reasonable limits.

**ARTICLE 2 – UNION SECURITY**

**Section 1.** No present or future employee shall be required to become a member of the Union as a condition of his employment; however, each employee who is a Union member on the effective date of this contract and each employee who subsequently becomes a Union member shall maintain membership in the Union provided that such employees may resign from the Union during a period of 30 days prior to the expiration of this Agreement.

**Section 2.** The City agrees to deduct Union dues and/or Peoples PAC deductions from the pay of each Union member who authorizes in writing that such deductions be made and will at the end of each month send a check with an itemized statement of such deductions to the Treasurer of Council 93.

**Section 3.** It is agreed that any non Union member requesting services from the Union or its officers shall be required to pay for such services rendered. The cost of those services shall be the usual and customary rates established by the Union for the particular service utilized.

**Section 4.** The Union agrees to indemnify and hold the City harmless from all claims, demands or actions of any person whatsoever who feels aggrieved by said provisions and the Union shall undertake to defend the City against any and all such claims, demands or actions brought against the City or on behalf of any persons seeking redress for whatever wrongs they perceive have been done to them by provisions of this Agreement.

**ARTICLE 3 – MANAGEMENT RIGHTS**

It is understood and agreed that the City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects, including but not limited to all rights and authority exercised by the City prior to execution of this Agreement, except as modified by this Agreement. These rights are to include, but are not limited to:

- a) The right to determine its mission, policies, and to set forth all standards of service offered to the public;
- b) To plan, direct, control and determine the operation or services to be conducted by the employees of the City;
- c) To determine the methods, means and number of personnel needed to carry out the departments' missions;
- d) To direct the working forces;
- e) To hire and assign or to transfer employees within the department or other related functions;
- f) To promote, suspend, discipline or discharge employees for just cause;
- g) To lay off employees due to lack of work or funds or for other legitimate reasons;
- h) To make, publish, and enforce rules and regulations which are not inconsistent with this agreement, provided that new rules and regulations and changes in rules and regulations shall be posted on all bulletin boards for a period of 10 consecutive work days before becoming effective. The City agrees to furnish each employee with a copy of all rules and regulations 30 days after they become effective. An employee shall be furnished with a copy at the time of hire;
- i) To introduce new or improved methods, equipment or facilities;
- j) To contract out for goods and services, but such is not to affect layoffs of any employee in the bargaining unit.

#### **ARTICLE 4 – HOURS OF WORK**

**Section 1.** This article is intended to define the normal hours of work per day or per week in effect at the time of execution of the Agreement. Nothing contained herein shall be construed as preventing the City from restructuring the normal work day or work week for the purpose of promoting the efficiency of municipal government; from establishing the work schedules of employees; and establishing part-time positions.

- a) The normal work day for City Hall Office Employees shall average 7.5 hours per day for a total of 37.5 for the week with a 1 hour meal period.
- b) The normal work day of Library employees shall be from 9:30 a.m. to 5:30 p.m., excepting a one hour meal period plus a 5:00 p.m. to 7:30 p.m. Tuesday night or 9:00 a.m. to 12:30 p.m. Saturday – tour of duty to be rotated among the employees.
- c) During the period May 1 through October 31, the maintenance crew hours shall be Monday through Thursday, 6:00 a.m. to 3:30 p.m. Work on Fridays shall be 6:00 a.m. to 10:00 a.m.
- d) During the period November 1 through April 30, the maintenance crew hours shall be Monday through Friday, 6:00 a.m. to 2:30 p.m., with a one-half hour unpaid time for a lunch period.
- e) The normal work day of the Waste Water Treatment Plant employees shall be 8:00 a.m. to 4:30 p.m., excepting a half-hour meal period.

#### **Section 2. Work Week**

- a) The work week shall consist of five consecutive days, Monday through Friday, except for Library.
- b) Waste Water Treatment Plan Employees Work Week:
  - 1. The normal work week shall consist of five consecutive work days within a seven (7) day work period. The seven day period shall begin at 12:01 AM on Saturday and shall end at 12:00 midnight Friday.
  - 2. If and when the City implements the non-standard work week schedule, any employee working on a Saturday or a Sunday, or both days together, shall receive a pay differential of \$1.00 per hour for his full 40 hour week. The different five day work schedules shall be rotated amongst the employees working the schedules.
  - 3. The City will provide a 14 calendar day notice to employees prior to implementing a change in the work schedule.
  - 4. For safety considerations, any work performed at the plant other than plant checks shall require a minimum of 2 persons on duty, one of whom may be a Supervisor.

#### **Section 3. On Call Duty Policy – Wastewater Treatment Plant**

An assigned employee on standby will be ready to safely respond to alarms and emergency calls received during non-

regularly scheduled work hours. The response is to ensure compliance with Federal and State requirements, maintain proper equipment operation and standard operating procedures, and ensure the health and safety of the citizens.

### **1. Duty Schedules**

- a. On 2-day weekends without a holiday, duty will start Friday at 4:30 p.m. and run through 8:00 a.m. the following Monday.
- b. On a 3-day weekend with a Monday holiday, duty will start Friday at 4:30 p.m. and run through 8:00 a.m. the following Tuesday.
- c. On a 3-day weekend with a Friday holiday, duty will start Thursday at 4:30 p.m. and run through 8:00 a.m. the following Monday.
- d. During the Thanksgiving holiday break, duty will start Wednesday at 4:30 p.m. and run through 8:00 a.m. the following Monday.
- e. Duty for single holidays not attached to weekends will start at 4:30 p.m. the afternoon prior to the holiday and run through 8:00 a.m. the morning after the holiday.
- f. Duty assignments due to the absence of the Supervisor will be of the duration necessary to cover the absence of the Supervisor.
- g. The City will be responsible for filling on call shifts when the employee responsible for on call is on vacation or out on sick leave.

### **2. Duty Requirements**

Employees who will be responsible for participating in the duty assignment rotation will be required live within a 30-minute response time from the facility. While on emergency duty, employees must remain within a reasonable response time. Current employees will not be forced to conform to the 30-minute requirement, however, if they move, they must not move further away than their current residence.

When employees are on duty and not available at their home phone number, they will carry a pager and cellular telephone.

Employees on duty assignment are responsible to keep themselves in a condition to be ready to respond when required.

The City will make all attempts to avoid an employee having to fill back to back on call assignments. It will only require an employee to do so on a bona fide emergency basis.

### **3. Compensation**

- a. Weekend duty and plant check will be compensated with six hours per day at time and one-half the employee's regular rate of pay.
- b. Holiday duty and plant check will be compensated with eight hours per day at time and one-half the employee's regular rate of pay.
- c. Weekday duty assignment will be compensated with two hours at time and one-half the employee's regular rate of pay.
- d. Actual time spent responding to a call or alarm while on duty assignment will be paid at time and one-half the employee's regular rate of pay. The time spent on a routine plant check up to six hours does not constitute hours worked for the purposes of this section.
- e. When an employee on weekend duty is called in for an emergency situation, they shall be entitled to reimbursement for actual miles driven at the State of Maine reimbursement rate. Mileage reimbursement does not apply to miles driven for regular plant check responsibilities.



**4. Rotation and Swaps**

All full time and regular part time employees shall participate in the weekend duty assignment rotation. Employees are permitted to swap duty assignments, however, it is the responsibility of the employee making the swap to ensure coverage, except in an emergency. The department head may participate in swaps or coverage of weekend duty assignments at his/her discretion.

**5. Duration**

The parties agree to a six-month trial period to test the Weekend Duty structure. At the conclusion of the six-month trial period, the parties will meet to work out any problems with the Weekend Duty responsibilities.

**6. Flex Scheduling**

Nothing in this Agreement shall prevent the City and any employee(s) from mutually agreeing to institute a flexible schedule. Any flexible schedule agreed to may be terminated by either party at any time.

**ARTICLE 5 – REST PERIODS**

**Section 1.** All employees will be permitted a 15 minute rest period to be taken as near as possible to the middle of each 1/2 shift as requirements permit. Employees who are to work beyond their regular shift for a minimum of two hours will be permitted a 15 minute rest period before beginning the additional work time. Employees will also be permitted an additional 15 minute rest period for each four hours of overtime worked to be taken as soon thereafter as work requirements permit.

**Section 2.** All employees shall be granted a one hour meal period except Waste Water Treatment Plant and Buildings and Grounds employees who shall receive a 30 minute meal period.

**Section 3.** Rest and meal periods are optional for each employee and need not be taken. However, no additional pay or credit will be granted for working during rest or meal periods unless requested to do so by the employer. Rest and meal periods may be taken away from the work area; however, no additional time will be granted when an employee chooses to take rest and/or meal periods away from the work area. Emergency personnel are to remain in the City building during breaks.

**Section 4.** All Waste Water Treatment Plant Employees who work four (4) hours beyond their regular quitting time will be authorized a 1/2 hour unpaid meal period.

**ARTICLE 6 – MEAL PERIODS AND TRAVEL**

**Section 1.** When an employee is on official City business, they will be reimbursed (up to) the per diem rates as outlined per city order. Receipts are required.

**Section 2.** Employees who use their personal vehicles for work related travel will be reimbursed on a per mile basis using the State of Maine rate. MapQuest or a similar mileage verification must accompany the mileage reimbursement request and be approved by the department director. The mileage covers all auto costs (fuel, repairs, insurance) other than parking and tolls. Receipts are required for reimbursement of parking and tolls.

**Section 3.** After twelve consecutive hours of work, employees in the Wastewater Treatment Department and in the Building and Grounds Department shall be granted a meal allowance of twenty dollars (\$20.00).

## ARTICLE 7 – HOLIDAYS

### Section 1. Holidays.

The following shall be paid holidays for all eligible persons:

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

For non-emergency personnel, whenever any of the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

Emergency services personnel not scheduled to work on a holiday shall be paid an additional eight hours or shall have the option of receiving compensatory time at straight time.

### Section 2. Eligibility Requirements.

In order to be eligible for holiday pay, employees must work their last regular scheduled work day immediately preceding and their first regularly scheduled work day immediately following the holiday, unless they are excused in writing by the City Manager or Department Head from compliance with this requirement. Excuses shall be granted for failure to work either the day before and /or day after a holiday because of vacation leave, personal leave, sick leave, or other approved leave with pay. Excuses may be granted for other reasons at the sole and absolute discretion of the City Manager or Department Head, and neither the granting nor the failure to grant such a discretionary excuse shall be subject to the grievance procedure. Employees who are not excused as provided above shall be considered ineligible.

Depending upon work requirements which demand immediate or special attention an employee may be required by the City Manager to work on a holiday, in which, the employee will be paid holiday pay for the time worked or allowed compensatory time off for the hours worked, up to a maximum of 8 hours.

## ARTICLE 8 – SENIORITY

**Section 1.** Seniority means an employee's length of full time (30 hours or more per week) service with the City since the employee's last date of hire.

**Section 2.** In all applications of seniority under this Agreement, the ability of the employee shall mean the qualifications and ability including physical qualifications to perform work are, among the employees concerned, relatively equal, seniority as defined in Section 1 above, shall govern. Seniority shall be a governing factor in all matters affecting promotions, transfer, work shift, reduction in work force, recall and vacation preference.

**Section 3.** A seniority list shall be posted on the bulletin boards (listing all employees covered by this Agreement) by January 2nd of each year. The list shall include each such employee and his/her date of hire, with the employee with the greatest seniority first within the following categories: City Hall Office Employees, Recreation Employees, Library Employees, Maintenance Employees, and Waste Water Treatment Plant Employees.

## ARTICLE 9 – PROBATIONARY PERIOD

Newly hired employees shall serve a probationary period for six full months of employment. During this period, not including any layoffs or approved leaves of absence without pay or other breaks in service, the work and conduct of the probationary employee shall be subject to close scrutiny and evaluation, and if found to be below standards satisfactory to the employer, the employer may remove or demote the probationary employee at any time during the probationary period. Such removals or demotions shall not be subject to the grievance procedure.

## ARTICLE 10 – SICK LEAVE

**Section 1.** Each employee shall accrue sick leave at the rate of one day per month. Such leave shall be cumulative up to a maximum of one hundred twenty (120) days. The City Manager or Department Head may at any time, as a condition precedent to the continuance of sick leave, require a letter from a doctor, a clinical psychologist, or dentist, licensed to practice in the State of Maine, certifying the condition of the employee to be such as to justify the continued absence from employment. When a medical examination or doctor's certificate is required, on account of sick leave in excess of three (3) consecutive working days, such shall not be at the City's expense. No sick leave will be paid because of any injury or sickness incurred by reason of employment for an employer other than the City. Employees will be paid for 1/2 of any sick days earned over 120 days. Upon voluntary separation, death, or retirement, employees may credit up to 30 days accumulated sick leave towards earnable compensation for determining Maine State Retirement System benefit, and will be paid 1/2 of any remaining accumulated sick days. Employees that are hired after 7/1/17 are not eligible for the sick leave pay out.

**Section 2.** Sick leave may be used for illness, necessary medical or dental care or other disability of the employee or a member of the employee's immediate family, which requires the attention or presence of the employee. Immediate family in this case shall mean the spouse, children, step-children, wards, parents, step-parents, guardians, brothers, sisters, grandparents, grandchildren, any other person living in the household, and parents of the spouse of the employee. Reasons why the attendance of the employee is required shall be provided to the City.

**Section 3.** Employees who are requesting paid sick leave in accordance with this Article shall notify or cause to be notified the City Manager or Department Head at least 30 minutes to the time specified for the beginning of the work day, or as soon as it is reasonably possible. If the employee becomes sick during the work shift, they must notify or cause to be notified the City Manager or Department Head prior to leaving the work area.

## ARTICLE 11 – WORKERS' COMPENSATION

An injured employee must report the injury immediately to his or her direct department head who will in turn report the incident to the Human Resource Director. The department head or his or her designee will file a "First Report of Injury" within 24 hours with the Human Resource Director, who will forward it to the City's Workers' Compensation program. Injured employees needing medical treatment will be treated at the City's designated occupational health provider or if seriously injured, at one of the area hospitals. If the employee is unable to return to work, the employee must provide a physician statement from the City's provider stating the incapacity and any restrictions.

Workers' Compensation benefits are paid a compensation based on the average weekly wage at the time of the injury and the employee's federal dependent filing status (80% after tax Workers' Compensation Board formula) paid by our Workers' Compensation carrier. The employee may receive his/her average weekly pay by electing to have the difference between the amount paid by Workers' Compensation and the amount paid by the City deducted from his or her accrued leave. Any employee electing to remain on regular payroll will endorse the workers comp checks back to the City of Gardiner. Any employee electing to receive Workers' Compensation in lieu of base pay will be billed for any normal employee contributions toward benefits.

## ARTICLE 12 – UNIFORMS, PROTECTIVE CLOTHING

**Section 1.** If any employee is required by the employer to wear protective clothing, or any type of protective device as a condition of employment, other than provided in the following sections, it shall be furnished at the City's expense, and shall remain the property of the City.

**Section 2.** The City shall provide the following for Waste Water Treatment Plant employees:

\$350.00 a year for employees to purchase clothing approved by the department head. Two jumpsuits and one pair of boots, to be replaced on an as needed basis as determined by the department head. Boot purchases shall not exceed \$200.00 per pair.

**Section 3.** The City shall provide the following for Maintenance employees:

\$350.00 a year from which purchase orders will be issued for approved items, by the department head. One pair of boots will be purchased by the City annually. Purchase of boots is subject to approval by the Department Head. Boot purchases shall not exceed \$200.00 per pair.

All issued equipment and/or uniforms shall remain the property of the City.

**Section 4.** The City agrees to pay up to \$150 for special safety prescription glasses and frames, no more than one pair per year per employee. Management reserves the right to determine whether or not the replacement is necessary. The prescription is to be furnished by the employee at his expense.

**Section 5.** Compliance with Internal Revenue Service Fringe Benefit rules (Pub 15-B Employers Tax Guide to Fringe Benefits) states that any clothing suitable for everyday wear (i.e., clothing for building and grounds employees, and WasteWater employees, that can be worn during off duty hours) are treated as taxable fringe benefits and are subject to all employee taxes. Thus, if the employee chooses to purchase clothing, that employee must bring in the receipt and the employee will be reimbursed through payroll and the appropriate payroll taxes will be deducted.

## ARTICLE 13 – LEAVES OF ABSENCE

Employees in the Union are entitled to non-paid leaves of absence for disability and personal reasons after 12 months of services. Non-paid disability leaves of absence will be granted for up to 90 work days, when as a result of a disability an employee is not able to work. Such leaves will begin only after all accumulated sick and vacation leave has been exhausted. Eligibility for and continuation on disability leaves of absence will be dependent upon qualified medical certification as to inability to work. The City may require, at the City's expense, an employee to be evaluated by a qualified physician or psychologist of the City's own choosing as a condition for granting and/or continuing disability leaves of absence.

Non-paid personal leaves of absence will be granted for up to 30 work days when an employee requests one. Such leaves will begin only after all accumulated vacation time is exhausted and at the convenience of the City. Such non-paid personal leaves of absence shall not be granted to employees to accept remunerative employment elsewhere.

Only up to 90 work days disability and/or 30 work days personal leave of absence will be granted to an employee within any two year period and no additional disability and/or personal leave may be granted.

Employees desiring a personal leave of absence are to apply not later than 30 days before such leave is to begin, except in case of an emergency situation. If accumulated vacation time is to be used in conjunction with personal leave, then the employee is to apply 30 days before the beginning of such vacation leave. Disability leaves of absence may be applied for at any time.

Requests for leaves of absence shall be submitted to the City Manager in writing. Documentation substantiating basis for disability leaves of absence is to be submitted with requests. The City Manager shall reply in writing requesting additional information, or with approval, or with denial within 10 working days.

Employees will retain seniority and benefits after returning from non-paid disability or personal leaves of absence. However, employees on non-paid leaves of absence will not receive any paid benefits nor accrue vacation or sick leave. Employees not returning at the conclusion of non-paid disability or personal leaves of absence will lose employment and all longevity benefits.

#### **ARTICLE 14 – ABSENCE WITHOUT LEAVE**

No employee may be absent from duty without the permission of the employee's Supervisor or Department Head. Any employee absent without the permission of the employee's Supervisor may be subject to disciplinary action for the first offense and may be discharged from the service for the second offense.

After three (3) consecutive days of absence without leave, the City Manager may declare the position vacant and the employee automatically waives all rights to his position.

#### **ARTICLE 15– BEREAVEMENT LEAVE**

Leaves of absence without loss of pay shall be granted to employees for bereavement or to attend a funeral. For the death of a spouse, domestic partner, child or step-child, an employee will be granted five (5) days.

Employees in the Union will be allowed up to three days paid leave in the event of death in the employee's family of parents, step-parents, ward, guardian, brother, sister, in-law's, grandparents, grandchildren, any other person living in the household, spouse's grandparents; and one day in the event of death of aunts, uncles, first cousins, nieces and nephews. At the sole discretion of the City Manager, up to and including two additional paid bereavement days may be allowed for unusual circumstances.

#### **ARTICLE 16 – JURY DUTY**

An employee called for Jury Duty or subpoenaed by any legislative, judicial or administrative tribunal shall be granted time away from work and will be paid the difference between compensation paid for such duty and their regular wages for each day of service. Whenever any employee is excused from such service on any day prior to 2:00 p.m., the employee shall return to work in order to be eligible for the differential compensation only if he makes application thereof to the City and presents a statement in writing from the court as to the period of time served and the amount of payment made by the court.

#### **ARTICLE 17 – UNION BULLETIN BOARDS/ACTIVITIES**

##### **Section 1. Bulletin Boards.**

The employer agrees to furnish and maintain a suitable bulletin board in the City Hall building and in the Waste Water Treatment Plant for Union use. The Union shall limit its posting of notices and bulletins to these bulletin boards.

##### **Section 2. Union Activities on Employer's Time and Premises.**

The City agrees that, during working hours, on the employer's premises and without loss of pay, providing that it imposes no hardship on the City and is done within a period of time that will not infringe upon the employee's duties and responsibilities to the City, the Union steward shall be allowed to:

- Post notices
- Distribute Union literature
- Solicit Union membership during other employees' non-working time

- Transmit communications, authorized by the local Union or its president, to the employer or his representative
- Consult with the employer, the employee's representative, local Union officers or other Union representatives from the State, County and other National units concerning the enforcement of any provisions of this Agreement.

## **ARTICLE 18 – ANNUAL LEAVE**

**Section 1.** Each employee subject to this contract shall earn vacation with pay on the following basis: One (1) work day shall be earned for each completed full month of service during the first five (5) years of service with the City. Thereafter, provided the last five (5) years of service have been continuous, vacation shall be earned on the following basis: for each completed full month of service with the City, one and one-fourth (1 1/4) days shall be earned until ten (10) years have been completed; one and one-half (1 1/2) days shall be earned until fifteen (15) years have been completed; one and three-fourths (1 3/4) days shall be earned until twenty (20) years have been completed; two (2) days shall be earned until twenty-five (25) years have been completed; thereafter, two and one-fourth (2 1/4) days shall be earned.

Employees with less than five years continuous City employment will be allowed to accumulate up to 12 days vacation; employees with more than 5 years continuous service, but less than 10 years, 15 days; employees with more than 10 years continuous service, but less than 15 years, 18 days; employees with more than 15 years continuous service, but less than 20 years, 21 days; and employees with more than 20 years continuous service, 24 days. Exception may be made for illness, emergencies and job requirements at the discretion of the City Manager.

Annual leave shall be arranged by the department head in such a manner as to cause a minimum loss of service to the public. Employees are eligible to select vacation time according to the following procedures.

Requests for vacation leave shall be made prior to April 1 of the calendar year. Choice of vacation periods made prior to that date shall be granted to employees on the basis of seniority. If it becomes necessary to limit the number of employees on vacation at any one time, employees shall be entitled to vacation preference on the basis of seniority by classification. Vacation requests made after April 1 of the calendar year will not be subject to seniority preference; rather, vacation will be granted in the order of the date of request. The employer will not grant more than two consecutive weeks of vacation to any employee except when no other employee in the department has requested vacation during a consecutive third or subsequent week.

The parties agree to review this policy after one year to assess how well it is working.

**Section 2.** An employee may carry up to one year's vacation accumulation on the books at any one time. The City Manager may, at the employer's sole discretion, allow one (1) additional week to be carried over.

## **ARTICLE 19 – SEPARATION OF EMPLOYMENT/RECALL**

**Section 1.** Upon separation in good standing, the employee shall receive all accumulated unused vacation pay.

**Section 2.** Whenever there is a lack of work or lack of funds or other necessity requiring reduction in the number of employees in a department or division of City government, the required reduction shall be made in such positions as the City Manager or Department Head may designate, provided the employees and welfare for work recipients shall be laid off in the inverse order of their seniority by position. Within each affected position, all temporary employees shall be laid off before any permanent employees.

**Section 3.** For a period of eighteen months, all permanent full-time employees shall be recalled from layoff according to their seniority by position. For a one year period following layoffs, no new employees shall be hired until all employees on layoff status by position, desiring to return to work have been recalled.

## ARTICLE 20 – DISCIPLINARY ACTION

**Section 1.** Disciplinary action may be imposed for just cause on an employee for failure to fulfill his or her responsibilities as an employee, for among others, any of the below listed reasons, which are not intended to be all inclusive. Management shall provide notice of discipline to the Union Steward.

1. Failure to perform duties at an acceptable level of competence and/or efficiency.
2. Insubordination and/or failure to carry out a legal and proper instruction of a proper supervisor.
3. Theft of City property, assets, money or services.
4. Being under the influence of intoxicating beverages or drugs while on duty.
5. Conviction of theft or any felony while employed by the City.
6. Conduct which reflects unfavorably upon the City.
7. Wanton carelessness or negligence in the care or use of City property.
8. Sleeping on the job.
9. Habitual tardiness or absence from duty.
10. Discourtesy to the public.
11. Inability to get along with fellow employees.
12. Submission of inflated or fraudulent time records for payment of services not performed.
13. Willfully giving false statements to a Department Head, the City Manager, Council Member or the public.
14. Any other reason constituting just cause.
15. Conviction of any crime.

**Section 2.** Disciplinary actions shall include only the following: oral reprimand, written reprimand, suspension, disciplinary probation and discharge. The disciplinary action taken shall be for just cause and should reflect the severity of the situation. Department Heads are responsible for overseeing the behavior and job performance of employees within their respective departments and for initiating corrective and/or disciplinary action when called for. The City Manager is responsible for overseeing the behavior and job performance of employees over whom the City Manager has charge.

**Section 3.** Reprimand Procedure: A Department Head or the City Manager who notes unsatisfactory behavior or job performance of persons over whom he or she has charge may issue an oral or written reprimand to an employee, which shall include a reason or reasons for the reprimands, and the type of behavior and/or level of job performance expected. Means of improvement should be discussed. Reprimands shall be presented with regard for minimizing embarrassment to the employee before other employees or the public.

**Section 4.** Disciplinary Probation: Depending upon the circumstances, an employee may be placed on disciplinary probation. The employee will receive a written notice stating the reason or reasons for the disciplinary probation, the effective date of such action and length of same (maximum 120 days). The employee will continue the employee's duties on a paid status while on disciplinary probation and shall not lose their seniority or other rights and benefits under this Agreement.

When the employee's disciplinary probation expires, the Department Head shall notify the employee and the City Manager, or the City Manager shall notify the employee as the case may be, that:

1. The employee's behavior and/or job performance is/are satisfactory and that the employee should be retained in his or her position, or
2. The employee's behavior and/or job performance remains unsatisfactory and that the employee is to be suspended or discharged.

**Section 5.** Suspension: A Department Head and or the City Manager may suspend an employee over whom he or she has charge without pay for up to a maximum of seven (7) working days. Depending upon the situation, such suspensions may be in lieu of a disciplinary probation or at the expiration of a disciplinary probation. The employee will receive a date, and the length thereof. Within 30 calendar days of the employee's return on the job, the Department Head will inform the City Manager

that either the employee's behavior and/or job performance has improved and that the City Manager recommends retention; or that the employee's behavior and/or job performance remains unsatisfactory and that the City Manager is discharging the employee for just cause.

**Section 6.** Discharge: In addition to the reasons cited in Section 1, an employee may be discharged for just cause.

The Department Head or the City Manager, as appropriate, shall inform the employee and the Union in writing of the discharge and the reasons therefor. Discharges shall be made only after every effort has been made to correct the situation or in case of serious infractions.

**Section 7.** An employee has thirty (30) days after receiving a disciplinary action to place a document in their personnel file in answer to the discipline imposed. Employees shall have access to their personnel file as provided by State law.

**Section 8.** When circumstances warrant, an employee may be placed on paid administrative leave pending the outcome of a thorough investigation or the final outcome of legal proceedings. The employee will receive a written notice stating the reason or reasons for such leave and the effective date. The employee shall not lose their seniority or other rights and benefits under this Agreement during such leave.

When an employee is placed on paid leave in circumstances where they have been arrested and/or charged with a crime, the City proposes to begin paying them by using their existing vacation, sick, and compensatory time. Once this time is exhausted, the City will continue paying the employee until a decision is made to have the employee return to work or be separated from employment. If the employee is cleared to return to work, the sick, vacation, and compensatory time shall be replenished. If the employee is terminated, they will not have any time on the books to cash out. While on paid leave employees shall not accrue vacation and sick time. Nothing in this clause shall prohibit the City from terminating an employee charged with a crime or pursuing other disciplinary means.

#### ARTICLE 21 – OVERTIME

**Section 1.** Employees shall be paid at the rate of one and one-half times their regular rate of pay for all authorized hours worked over eight hours each day or over forty hours each week, except for shifts swapped under Article 8. If the employee's regularly scheduled work shift exceeds 8 hours, overtime will be paid if the employee works beyond that extended shift. Working hours to include compensatory time off, holidays, vacation, and sick leave. Compensatory time may only be taken off if approved by mutual consent of employee and the Department Head or Department Head's designee.

**Section 2.** Compensatory time off at the rate of one and one-half times each hour of overtime worked may be selected instead of overtime pay. Compensatory time shall be limited to a maximum of 80 hours in the books at any one time, including any compensatory time earned in Article 7, Holidays.

**Section 3.** The Planning Administrative Assistant will be paid at time and one-half when performing General Assistant duties outside of normal work hours in fifteen (15) minute increments.

#### ARTICLE 22 – CALL BACK

**Section 1.** An employee called back (unscheduled) to work after having left work shall be compensated for a minimum of four hours pay at time and one half times the regular rate of pay unless the time extends to the employee's regular work shift or unless the individual is called back to rectify the employee's own error.

**Section 2.** An employee returning to work for planned (scheduled) overtime will be compensated for a minimum of three hours pay at the regular rate of pay.

**Section 3.** When required, the Waste Water Treatment Plant employees who perform Saturday, Sunday and Holiday plant



checks shall receive a minimum of four hours compensation for each check, to be taken as overtime pay or compensatory time off at time and one-half employee's regular rate of pay. Employees will rotate plant check duty equally on a pre-scheduled basis.

## ARTICLE 23 – HEALTH INSURANCE

**Section 1.** The City shall maintain a group medical, major medical and hospital insurance policy, offered through the Maine Municipal Employees Health Trust (MMEHT), and shall pay all premium costs for employees and their families including dependent children over 18 years of age who are attending school full time and who are eligible for coverage under the policy in effect for all employees.

For employees hired prior to 11/1/11, the City shall pay 100% of the premium for a single employee and 50% of the additional premium for any level of dependent coverage selected. For employees hired after 11/1/11, the City shall pay 80% of the premium for single coverage and for single with dependent coverage. The employee will be responsible for the remaining 20% of the premium. For family coverage, the City will pay 72% of the total premium and the employee will pay the remaining 28%. All employee payments shall be made through payroll deduction.

Beginning January 1, 2020, the City will offer Union employees the MMEHT PPO 2500 plan. The maximum out-of-pocket expense for in network services under the PPO-2500 plan is set by MMEHT per calendar year. Through a health reimbursement arrangement (HRA) administered by a company of the City's choosing, the City will reimburse employees for the maximum out-of-pocket, in network, expenses paid by the employee up to the maximum per calendar year.

Employees may participate at their own expense in any options for other coverage available to the employees through the City's insurance carrier, but provided by the City in this section. Registered domestic partners are eligible for the city share of the premium for dependent coverage.

Retirees and their spouses shall be allowed to remain in the group provided such coverage is available through the City's policy and provided that the retiree or their spouse pays the entire premium cost.

Upon proof of medical insurance coverage elsewhere, an employee shall be paid through the normal payroll process an annual sum of \$4248.00. This sum divided by 12 and will be paid monthly in the employee's payroll check.

In the event that an employee who is eligible for City paid dependent coverage has a spouse who is also employed by the City, the City will pay the cost of medical insurance for only one spouse employed by the City and the other spouse will not be eligible for any payment for not having medical insurance coverage through the City. The City shall pay individual coverage for both spouses employed by the City if not eligible for dependent coverage.

The benefits provided for herein shall be provided through a self-insured plan, or under group insurance policy or policies issued by an insurance company or companies, profit or non-profit as selected by the City. All benefits are subject to the provisions of policies between the City and its carrier and any difference between any employee and his beneficiary and the insurance carrier(s) on the process of claims shall not be subject to the grievance procedure.

Notwithstanding any such change, the level of benefits shall remain the same or better as in effect on the effective date of this contract. Any changes in the level of benefits must first be approved by the Union.

**Section 2.** The City agrees to continue to provide Health Insurance coverage to employees on Workers' Compensation as a result of an injury sustained in the performance of the employee's job for the City until the employee is accepted for disability retirement, settles the claim with the insurance carrier or has been classified to be permanently, totally or partially disabled by the Workers' Compensation Commission or the City's insurance carrier.

## ARTICLE 24 – GRIEVANCE AND ARBITRATION PROCEDURE

**Section 1. Grievance Procedure.** A grievance is hereby jointly defined as any dispute or controversy which may arise under the interpretation, application, or meaning of this Agreement.

- Step One. The aggrieved employee or employees shall present the grievance in writing to the shop steward within ten (10) days from the event giving rise to the grievance. The matter shall be discussed at a meeting to be held with the affected employee's(s') department head within ten (10) days of the grievance being filed. The department head shall respond in writing within ten (10) business days from the date of the hearing with an answer on the grievance.
- Step Two. If the grievance has not been settled in Step One, the union steward may, within ten (10) working days from the date the written response is due from the department head, appeal to the City Manager. The City Manager shall meet with the steward, employee(s) affected, and the Union Business Agent within ten (10) working days of receipt of the grievance. The City Manager shall render a decision in writing to the shop steward and the Union Business Agent within ten (10) working days of the meeting.
- Step Three. If the grievance has not been settled in Step Two, the union may file for arbitration of the issue within ten (10) days of the date the City Manager's decision is received.

### Arbitration Procedure

The arbitration proceeding shall be conducted by an arbitrator who is selected by the parties within ten (10) working days after notice is given. If the parties fail to agree upon a single arbitrator, a request shall be made to the Maine Board of Arbitration and Conciliation or the Labor Relations Connection for an arbitrator.

The decision of the arbitrator(s) shall be final and binding on the parties, and a decision shall be written within thirty (30) days of the hearing. Any and all expenses of the arbitrator(s) shall be borne equally by the parties. Each party shall be responsible for compensating its own representatives or witnesses.

**Section 2.** Employees selected by the union to act as stewards shall be known as union stewards. The union shall notify the City which employee(s) are so appointed. Union stewards shall be allowed to process and investigate grievances during regular working hours without loss of pay, providing it causes no hardship on the City, and does not interfere with the employee's duties and responsibilities. Stewards shall obtain permission of the department head prior to processing grievances while on duty.

**Section 3.** Time limits for processing grievances may be extended by mutual consent of the parties (City and Union).

**Section 4.** Nothing in this article shall diminish the right of any employee covered by this Agreement to present their own grievance, as per Title 26 section 967 MRSA.

**Section 5.** All reference to 10 days is to be interpreted as 10 working days in the Town Office exclusive of holidays.

## ARTICLE 25 – RETIREMENT

The City requires that all permanent, full-time employees participate in the Maine Public Employees Retirement System (MainePERS) plan Regular-AC. This retirement plan provides fifty percent of the employee's average final compensation if the employee works under the plan for 25 years. The employee will also receive an additional 2% of average final compensation for each year worked over 25. Participants are vested after five (5) years in the plan.

In addition to the retirement pension, there are survivor's benefits, disability benefits, death benefits and military benefits.

The plan provides for retiree Cost-of-Living Adjustments (COLA's) and are calculated annually (by MainePERS Board of Trustees), based on the Consumer Price Index for All Urban Consumers (CPI-U) as of the end of each fiscal year ending June 30. All provisions of the plan are established by the MainePERS and may be changed.

### ARTICLE 26 – POLITICAL ACTIVITY

Employees covered by this contract may not engage in political activity on City time. With respect to City Council office, such employees may not actively participate in any campaign or become a candidate for said office while employed by the City. This shall not be construed to prevent employees from becoming a member of a political organization, attending political organizational meetings, expressing their views in political matters, or voting with complete freedom in any election.

### ARTICLE 27 – WAGES

1. Effective July 1, 2017, wages paid shall be in accordance with the attached pay plan Appendix B.
2. Wastewater Treatment Plant employees shall receive, in addition to the wages enumerated in Section 1 of this article, the following amount per week upon proof of current certification by the Maine Department of Environmental Protection.

<u>WWTP Operator Grade</u>	<u>Amount</u>
I	10.00
II	12.00
III	14.00
IV	16.00
V	18.00

3. When an employee is assigned to work in a higher classification, by the Department Head or the City Manager, for a minimum of four hours, the employee's pay shall be adjusted in accordance with degree of work performed in the higher classification.
4. Based on the qualifications and work experience of the employee hired, the City may allow lateral entry to each pay scale, up to the five (5) year step. Prior to any lateral entry taking place the City will make notification to the Union.
5. If any personally owned item is lost, damaged or stolen in the line of duty, the City will pay up to \$25.00 with a maximum of two items per year.
6. The Employee in this unit assigned the position of Safety Coordinator shall be paid a monthly stipend of fifty (\$50.00) dollars.
7. When the Planning Administrative Assistant is assigned back-up General Assistance coverage, when covering a full day (twenty-four hours) they will be paid a daily stipend of seven (\$7.00) dollars, Monday through Sunday.

### ARTICLE 28 – DETECTION OF SUBSTANCE ABUSE

**Section 1.** The City and the bargaining unit agree that the nature of the work of employees of the bargaining unit creates a need for the City to assure that no employee is, while in the service or representation of the City, engaged in chemical substance abuse.

**Section 2.** The City may, at any time, require that an employee who is in the first six months, or first year if the probationary period is extended, of the employee's employment, submit to testing of blood, breath, or urine for the purposes of detecting the presence of chemical substances including, but not limited to alcohol, illegal substances, or prescriptive drugs.

**Section 3.** The City may require that a permanent employee (one who has completed their probationary period) submit to the testing described in Section 2 when there is reasonable or just cause to believe that an employee is engaged in substance abuse.

**Section 4.** An employee who refuses to submit to such testing shall be summarily discharged provided, however, that a permanent employee so discharged shall, if reinstated by a favorable finding of a grievance proceeding pursuant to Article 23 of this Agreement or after a favorable judgment from a court of law, be compensated for lost wages and benefits from the date of discharge to the date of reinstatement. The only grounds for grieving such a discharge pursuant to the provisions of Article 23 of this Agreement is that the City acted upon something less than reasonable or just cause to suspect substance abuse.

#### **ARTICLE 29 – JOB STRESS**

The City agrees to investigate the establishment of an employee assistance program that will, among other things, provide professional counseling services to employees affected by occupational stress.

#### **ARTICLE 30 – SEVERABILITY**

If any provision of this Agreement is subsequently declared by legislature or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if parties are unable to agree within thirty (30) days following commencement of the initial meeting then the matter shall be postponed until contract negotiations are reopened. In no case will the City be expected to violate federal or State law nor to duplicate benefits.

**ARTICLE 31 – EFFECTIVE DATE**

This Agreement shall be effective as of July 1, 2020 and shall remain in full force and effect until June 30, 2021. This contract shall automatically be renewed for succeeding one year periods unless either party shall notify the other to re-negotiate at least 120 days prior to June 30, 2021.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

For the City:

For the Union:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPENDIX A

**SENIORITY LIST**

<u>Name and Dept</u>	<u>Hire Date</u>
<b><u>City Hall</u></b>	
Cutler, Kathleen	07/23/07
Gooldrup, Kelly	05/22/18
Christopher, Angie	06/04/19
Ballard, Alisha	08/12/19
<b><u>Library</u></b>	
Handville, Scott **	02/23/81
Nichols, Virginia	07/01/07
Russell, Ann	09/05/09
Thistle, Dawn	12/28/15
<b><u>Maintenance</u></b>	
Robideau, Daniel **	03/03/10
Fitzmaurice, Tucker **	08/21/17
Kinchen, Ariel N	03/16/20
<b><u>WasteWater</u></b>	
Whitmore, Lawrence **	03/27/06
MacMaster, Douglas **	02/21/11
Miller, Christopher **	10/15/13
Dice, Benjamin **	01/23/17
** Dues paying member.	

APPENDIX B

General Unit Wage Scale

Position	Start	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	10 yrs	15 yrs	20 yrs
Tax Collector/Deputy Treasurer	FY20 19.35	19.77	20.20	20.63	21.08	21.50	21.99	22.38	22.59
	FY21 19.94	20.36	20.81	21.25	21.71	22.14	22.64	23.05	23.27
City Clerk	FY20 19.35	19.77	20.20	20.63	21.08	21.50	21.99	22.38	22.59
	FY21 19.94	20.36	20.81	21.25	21.71	22.14	22.64	23.05	23.27
Planning & Dev. Admin. Asst.	FY20 19.35	19.77	20.20	20.63	21.08	21.50	21.99	22.38	22.59
	FY21 19.94	20.36	20.81	21.25	21.71	22.14	22.64	23.05	23.27
Counter Clerk	FY20 15.58	15.95	16.34	16.73	17.41	18.45	18.90	19.27	19.49
	FY21 16.05	16.43	16.83	17.23	17.93	19.00	19.47	19.85	20.08
Asst. Library Director	FY20 19.51	19.96	20.42	20.90	21.62	21.83	22.33	22.77	22.78
	FY21 21.83	22.38	22.94	23.51	24.10	24.70	25.32	25.95	26.60
Year 5 becomes start with 2.5% steps Wage Adj	FY21 22.48	23.05	23.62	24.21	24.82	25.44	26.08	26.73	27.40
Youth Services/Archivist Librarian	FY20 15.95	16.35	16.73	17.56	18.45	18.90	19.27	19.67	19.87
	FY21 18.90	19.37	19.86	20.35	20.86	21.38	21.92	22.47	23.03
Year 5 becomes start with 2.5% steps Wage Adj	FY21 19.47	19.95	20.45	20.96	21.49	22.03	22.58	23.14	23.72
Children's Librarian	FY20 15.89	16.21	16.52	16.84	17.24	17.70	18.05	18.41	18.63
	FY21 17.70	18.14	18.60	19.06	19.54	20.03	20.53	21.04	21.57
Year 5 becomes start with 2.5% steps Wage Adj	FY21 18.23	18.69	19.15	19.63	20.12	20.63	21.14	21.67	22.21
Technology Librarian	FY20 15.89	16.21	16.52	16.84	17.24	17.70	18.05	18.41	18.63
	FY21 17.70	18.14	18.60	19.06	19.54	20.03	20.53	21.04	21.57
Year 5 becomes start with 2.5% steps Wage Adj	FY21 18.23	18.69	19.15	19.63	20.12	20.63	21.14	21.67	22.21
Maintenance Working Foreman	FY20 13.50	13.71	13.95	14.17	14.75	15.35	15.77	16.05	16.26
	FY21 15.77	16.16	16.57	16.98	17.41	17.84	18.29	18.75	19.21
Year 10 becomes start with 2.5% steps Wage Adj	FY21 16.24	16.65	17.07	17.49	17.93	18.38	18.84	19.31	19.79
Maintenance Asst.	FY20 12.27	12.48	12.72	12.94	13.52	14.12	14.54	14.82	15.03
	FY21 14.54	14.90	15.28	15.66	16.05	16.45	16.86	17.28	17.72
Year 10 becomes start with 2.5% steps Wage Adj	FY21 14.98	15.35	15.73	16.13	16.53	16.94	17.37	17.80	18.25
WW Mechanic	FY20 18.40	19.14	19.54	19.94	20.34	20.76	21.18	21.57	21.79
	FY21 18.95	19.71	20.13	20.53	20.95	21.38	21.81	22.22	22.45
WW Operator	FY20 17.62	18.37	18.75	19.15	19.57	19.97	20.40	20.78	21.02
	FY21 18.15	18.92	19.32	19.72	20.15	20.57	21.02	21.41	21.65