

AGREEMENT

July 1, 2019 to June 30, 2022

BETWEEN

CITY OF AUGUSTA, MAINE

AND THE

AUGUSTA PUBLIC WORKS DEPARTMENT LOCAL 1458-02

COUNCIL #93, AMERICAN FEDERATION OF

STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), AFL-CIO

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Between the City of Augusta, Maine

and the

Augusta Public Works Department
Local 1458-02, Council #93

PREAMBLE

Whereas, the City of Augusta, Maine, (hereinafter referred to as "employer", and Council #93, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union") desire to establish a constructive, cooperative and harmonious relationship; to set forth the entire Agreement in relation to salaries, wages, hours of work and other terms and conditions of employment; to promote effective service towards the accomplishment of the mission of the City; and to establish an equitable and peaceful procedure for the resolution of differences;

THEREFORE, this Agreement by and between the parties is entered into on January 24, 2020.

ARTICLE 1

RECOGNITION

The City recognizes the Union as the sole and exclusive Bargaining Agent for the Bargaining Unit for the purpose 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 Labor Relations Law as amended. The Union thoroughly recognizes that the City will determine the work to be performed by the Bureaus of Public Works, Buildings & Grounds, Parks & Cemeteries, Hatch Hill, Solid Waste and how the work will be performed; that 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

CHECK OFF

Section 1 - Dues Deduction

The City agrees to deduct Union dues weekly in an amount authorized by the Executive Board of the Union from those members who shall sign a deduction card prior to any deduction being made. The City shall forward to the Treasurer of AFSCME of Maine, Council #93 such deductions each week.

Each employee who is a member of the Union shall maintain membership in the Union, provided that such employee may resign from the Union during a period of sixty (60) days prior to the expiration of this Agreement.

Employees who wish to contribute voluntarily to the AFSCME Political Action Committee (Peoples PAC) shall be able to do so through payroll deduction.

Section 2 - Non-Members

Any present or future regular employee who is not a Union member and who does not make application for membership in the Union shall, sign a non-member waiver form, supplied by the union, which states they were offered the opportunity to join the union but choose not to.

ARTICLE 3

HOURS OF WORK

Section 1 - Regular Hours

The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch break.

Section 2 - Workweek

The workweek shall consist of five (5) consecutive 8-hour days, Monday to Friday, inclusive, except for employees in continuous operation or employees on a non-standard workweek. For payroll accounting purposes, the week shall commence at 12:01 a.m. Monday and end at 11:59 p.m. Sunday. The City agrees to continue to discuss whether a seasonal schedule of four day workweeks is operationally feasible.

Section 3 - Workday

Eight (8) consecutive hours of work within the 24-hour period, beginning at midnight, shall constitute the regular workday; except non-standard work.

Section 4 Work Shift

A work shift shall be eight (8) or more hours, with a lunch break approximately at the mid-point of each shift. The work shift shall be continuous, not including the lunch break which shall be one half (1/2) hour unless otherwise specified in this contract. A standard work shift during the summer construction period, to be established by the Bureau Director, shall be from 7:00 a.m. to 3:30 p.m., with a half-hour (1/2) lunch period. Weather conditions permitting, the intent is to make the summer period effective May 1st through November 1st.

Hatch Hill hours of work will be Tuesday through Saturday 7:45 a.m. to 4:15 p.m.

The normal winter schedule will be shift work as designated by the Director of Public Works, as determined by the workload due to snow and ice conditions--normally 7:00 a.m. to 3:30 p.m., with a half-hour (1/2) lunch period. The shift for snow pickup and removal will be from 11:00 p.m. to 7:00 a.m., or such hours as deemed feasible by the Bureau Director.

The call in list for winter and emergency operations and mechanics shall be on a rotation schedule. When an employee refuses to come in for a call in operation and the supervisor or director has exhausted the list, the supervisor or director may demand that the individual come in. If an employee does not report for duty after being ordered to respond, the lack of response will be subject to progressive discipline.

Section 5 - Meal Periods

All employees shall be granted a lunch break during the normal day work shift. A twenty minute lunch break will be taken during the first six hours of the nighttime winter snow removal shift. Lunch breaks for odd shift employees shall be arranged.

Any regular, full time employee will receive an additional .065 per hour added to their regular base rate of hourly wages to compensate for the elimination of the meal allowance provision.

Section 6 - Clean-up Periods

When the normal work shift is between 7:00 a.m. and 3:30 p.m., with a one-half (1/2) hour lunch break, employees shall be granted a five (5) minute clean-up period prior to the lunch break. Employees shall also be granted a ten (10) minute clean-up period prior to quitting time at the end of the daytime or nighttime work shift, whichever the case may be. The City will furnish hand cleaner and towels for on the job clean-up.

Section 7 - Overtime

Scheduling of overtime shall be to the best interest of the City, as well as a reasonable schedule of work.

In lieu of overtime pay, non-exempt employees may accumulate compensatory time up to a maximum of one hundred and twenty (120) hours. One (1) hour of overtime worked equals one and one half (1.5) hours of compensatory time. Compensatory time off shall be granted at the time requested by the employee, as long as operational needs allow.

Section 8 - Overtime Rate/Call-in Pay

All work over eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid for at the rate of time and one half (1 1/2). Overtime shall not be pyramided. For purposes of this section, hours worked shall include the following:

- Hours actually worked
- Hours compensated for by holiday-based pay
- Hours compensated for by bereavement leave
- Hours compensated for by vacation pay
- Hours compensated for by sick leave.

Any employee recalled to duty after completion of a regular shift will receive a minimum of three (3) hours pay. Upon execution of the Summer Time Emergency Call-In memorandum, the minimum call-in pay will be increased to four (4) hours.

Requirements of working over an 8-hour shift, or reporting prior to an hour shift, are exempt from this provision of this section.

It is understood that an employee dismissed prior to the completion of three (3) hours of work, and recalled during the period of time, will not receive an additional three (3) hours minimum.

Section 9 - Overtime Rate/Saturday Work - Hatch Hill

Saturday overtime assignments will be filled by utilizing the 'Hatch Hill Saturday Work Schedule Sheet. All overtime hours worked on Saturdays at Hatch Hill may be taken as pay, or compensatory time may be accrued up to a maximum of 40 hours.

ARTICLE 4
REST PERIODS

All employees' work schedules shall provide for a twenty (20) minute rest period during the first six (6) hours of the shift. The rest period shall be scheduled at the middle of the shift whenever this is feasible.

During the morning break, and during the half-hour lunch break, when City vehicles are available, the supervisor on the job site will assign one person to pick up quick food purchases. Such purchases will not include items cooked to order unless the order is placed ahead and waiting for pick up. Acceptable examples of quick food purchases would be: coffee, tea, sodas, donuts, packaged items, fast foods or 'to go' foods, etc.

ARTICLE 5
HOLIDAYS

Section 1 - Holidays Recognized and Observed

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

New Year's Day	Labor Day
Washington's Birthday	Indigenous Peoples Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Martin Luther King, Jr. Day	Floating Holiday*

*Floating Holiday: The floating holiday is to be taken during the calendar year with the approval of the supervisor. Floating Holidays are not carried forward from year-to-year and are forfeited if not used within the 12 months of January 1 to December 31.

Section 2 - Holiday Eligibility

Full-time, permanent employees shall be eligible for holidays. Eligible employees who perform no work on a holiday shall be paid their regular daily rate of pay.

Eligible employees whose regular work day differs from the standard 8-hour day shall be paid their current hourly rate of pay times the number of hours in their regular workday.

Section 3 - Holiday Work

If an employee works on any of the holidays listed above, the employee shall be paid the following premium rates, in addition to the regular holiday pay. Premium pay shall be at the rate of one and one-half (1 1/2) times the regular rate.

When a holiday falls on a Saturday, the same will be observed on the preceding Friday. If the holiday falls on Sunday, it will be observed on the following Monday.

Hatch Hill employees will be allowed to take a floating holiday for holidays falling on Monday. The floating holiday shall be used within six (6) months from when it was accrued, and taken with permission of the Public Works Director.

ARTICLE 6

SENIORITY

Section 1 - Definition

Seniority means an employee's length of continuous service with the employer since the employee's last date of hire.

Section 2 - Probation Period

The work and conduct of probationary employees shall be subject to close scrutiny and evaluation, and if found to be below standards satisfactory to the Department Head, the Department Head with the approval of the City Manager may remove or demote the probationer at any time during the probationary period. The City recognizes the first six months of employment as the probationary period.

The City may extend the six (6) month probationary period beyond six (6) months provided the Union is in agreement.

Section 3 - Seniority Lists

Annually, but no later than February 1, the City shall post on the Union bulletin board two (2) seniority lists; one showing the continuous service of each employee, the second showing a listing of each employee in job classification. The employee's length of service in job classification will be continuous service since date of employment. A copy of seniority lists will be furnished to the local Union President when it is posted.

Section 4 - Evaluation Reports

All evaluations are to be done by at least one (1) foreman that has at one time or another supervised the employee. There shall be at least one evaluation annually completed no later than one (1) month (30 days) after the employee's anniversary date. All evaluations are subject to review by the Bureau Director.

Evaluations will be made by the employee's immediate supervisor. The evaluations will be reviewed and approved by the Bureau Director. The evaluation will be discussed with the employee. The employee's signature provision on the evaluation report will provide space for the employee to agree or disagree with the evaluation.

Section 5 - Layoff

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority by classification. Employees will have bumping rights to any position within the unit, in an equivalent or lower pay band, in which they are currently qualified or would be qualified with a minimal amount of training. Upon separation, employees shall be paid all

accumulated unused vacation and/or compensatory time. The City and the Union shall agree to meet to review the layoff procedure prior to any layoff.

Section 6 - Recall

For a period of twelve (12) months, employees shall be recalled from layoff according to their seniority by classification. For a twelve-month (12) period following layoffs, no new employees shall be hired until all employees on layoff status by classification, desiring to return to work, have been attempted to be recalled or have refused the recall to work offer. Employees who are laid off are responsible to update the City of any change in their contact information. Certified mail that is returned to the City undeliverable or non-working telephone numbers will not constitute a failure on behalf of the City to notify the laid off employee.

Employees returning from layoff status shall retain their seniority that they had upon layoff and any accrued, unpaid balance of sick leave will be restored to their record.

Section 7 - Filling of Vacancies

All unit vacancies will be posted on employee bulletin boards for a period of ten (10) working days. Members of the unit will have an opportunity to apply for the position along with external applicants.

The City will evaluate all the internal and external candidates for the position using the job description of the position to evaluate the qualifications of the applicants. The City will give due consideration to existing employees, first to full time employees and then to part-time employees in the evaluation process and shall give preference to an internal candidate over a new applicant when their qualifications for the position are substantially equivalent.

In deciding between internal candidates, seniority shall be the deciding factor when internal candidates' qualifications for the open position are substantially equivalent.

Should a successful unit applicant determine within the first twenty-five (25) working days that they do not wish to remain in the position, for whatever reason, or should the City determine, within forty (40) working days of the employee's appointment that the employee cannot fulfill the requirements of the job, then the reason(s) therefore shall be put in writing, the Unit President notified, and the employee shall be returned to their former bargaining unit position.

Section 8 - Change in Classification

If an employee, for any reason, desires to leave a classification and enter a classification in which the pay scale is less, the employee shall make such application to the Department Director in writing. If such a change is approved by both the Department Director and the AFSCME Council 93 Staff Representative, such change in employee's classification may be made without using the procedures outlined in Article 6, Section 7.

ARTICLE 7

SICK LEAVE

Section 1 - Sick Leave Generally

All permanent, full-time employees shall be entitled to one (1) workday per month sick leave. The maximum amount which may be accumulated is one-hundred and twenty (120) days plus eight (8)

additional days that may be paid out annually.

All employees eligible for sick leave with pay shall be granted such leave for the following reasons.

- (a) Personal illness or physical incapacity resulting from causes beyond the employee's control; but not from injuries incurred in employment other than City employment.
- (b) The illness of a member of the employee's immediate family that requires the employee's personal care and attention, providing a physician recommends such care and attention. The immediate family will be defined to include mother, father, spouse, children and the employee's significant other living in the same household. The Department Head shall have the authority to require the recommendations of a duly authorized physician prior to granting sick leave with pay as provided in this subsection.
- (c) Enforced quarantine of the employee in accordance with community health regulations.

An employee on sick leave shall inform the immediate superior of the fact, prior to the beginning of the scheduled shift on the first day of sickness. Failure to do so may result in the employee not receiving pay for time out sick.

When an employee is on sick leave, the employee shall account for his/her time to the immediate superior. It is understood that a person be allowed reasonable latitude in regard to emergencies, drug store trips, etc. However, the employee will give an explanation of his/her whereabouts if requested. If the Bureau Director or Human Resources reasonably suspects that abuse of sick leave is evident or the excessive use thereof; the City may require, by the third (3rd) day of illness related to the absences, that the employee provide a Healthcare Certification as defined in the Family Medical leave Act, (FMLA). The employee will notify human resources to obtain FMLA information, forms, and the proper employer notification to substantiate their need to be absent for a serious medical condition. All communication related to the need to be absent for illness will be kept confidential and released on a 'need to know' basis only

Abuse of the use of Sick Leave or patterns of or excessive use of Unapproved Leave will be addressed through the progressive disciplinary action process.

Such employee, not under a physician's care, shall remain on the premises of his/her home during the period in which sick leave is taken.

Section 2 - Sickness, Injuries While Moonlighting

Upon employment by the City, each employee waives and releases the City from any labor expense or costs because of any injury or sickness incurred for reason of employment accepted by such employee with another employer. The employee releases the City from any claim for salaries, wages or other benefits during any absence caused by such injury or sickness.

Section 3 - Accumulated Sick Leave

Employees may accumulate a maximum of 120 days of sick leave.

Employees who have 10 years or more of seniority with the City and maintain a sick leave balance of a minimum of thirty (30) days unused sick leave may be paid on an annual basis for up to eight (8) days of unused sick leave. The cut-off date for compensation purposes shall be November 30

of the calendar year.

At the time of separation, providing the employee has ten (10) years of continuous, active service with the City and separation is in good standing, the employee will be compensated for one-half (1/2) of the accumulated sick leave provided the employee has accumulated at least forty-five (45) sick days. Maximum accumulative sick leave for remuneration purposes at time of separation in good standing shall be ninety (90) days. In the event of the employee's death, providing the employee has had ten (10) years of continuous active service with the City, the employee's estate will be compensated for one-half (1/2) of the employee's accumulated sick leave provided the employee has accumulated at least forty-five (45) sick days.

Section 4 - Chronic Sick Leave

Employees who are chronically ill or have a medical condition that impacts their ability to perform their work duties or who are responsible to care for an immediate family member with a serious medical condition, may qualify for an approved leave through the Family Medical Leave Act (FMLA). All FMLA related absences must be substantiated with a Healthcare Providers Certification Form. Employees are to contact Human Resources for forms and to communicate their need to be absent from work for their medical necessity. Supervisors may direct employees who are absent due to illness to Human Resources to determine eligibility for FMLA and approved time off.

ARTICLE 8

APPEARANCE

Employees are required to be clean, hair properly and reasonably groomed, and clothes neat and clean.

ARTICLE 9

UNIFORM AND PROTECTIVE CLOTHING

The City agrees to furnish uniforms to all permanent employees under this contract as follows:

For employees working for Public Works, Hatch Hill Landfill and/or Parks & Cemeteries, the City will provide eleven (11) sets (thirteen (13) sets for mechanics) of shirts and pants plus two (2) jackets and two (2) coveralls for all regular employees. All employees will also receive five (5) t-shirts annually. The City will also provide insulated overalls to all employees who are required to work outside during the winter. For custodial employees, after completing three months of employment, each new employee will be provided with five (5) sets of uniforms, five (5) t-shirts and one (1) jacket. Two (2) additional sets will be provided in the following two (2) years and one (1) set annually thereafter. All employees will also receive five (5) t-shirts or five (5) sweatshirts, or any combination thereof, annually by June 1. Safety work boots: The City agrees to reimburse on an annual fiscal year basis up to three hundred (\$300) dollars for the purchase of safety work boots and boot related items for the purchased boots. For example: a set of laces, insoles, water preservative. Reimbursement may be made on an annual basis upon presentation by the employee of a purchase receipt. Employees on probationary status will be reimbursed up to one hundred fifty dollars (\$150.00) upon hire for the purpose of purchasing an initial pair of safety boots provided a valid receipt is submitted for proof of purchase.

The City shall attempt to make arrangements with boot vendors for an employee to purchase the safety work boots with the vendor billing the City directly. The City shall attempt to negotiate a

volume discount on behalf of the employee. Should an employee choose to purchase boots from another vendor, other than the one with whom the City has arranged the direct-billing arrangement, the employee will be reimbursed as stated in the preceding paragraph.

Safety work boots are mandatory for employment. Safety boots are defined as ANSI approved, protective shoes 5" or higher. (The 5" or higher criteria are added for any new purchases occurring after the signing of this Agreement).

If any employee is required to wear uniform or protective device as a condition of employment, such uniform, protective clothing or protective device, except safety shoes, shall be furnished to employee by the employer; the cost of maintaining the required uniform or protective clothing in proper working condition (including tailoring, dry cleaning and laundering) shall be paid by the employer.

Subject to availability, all permanent employees shall be required to wear issued uniforms while employed in the service of the City.

ARTICLE 10

MILITARY LEAVE

An employee will be granted military leave of absence when properly ordered to federal military training or service. Employees who enter active military service retain reemployment rights under state and federal law.

Employees who are members of the Maine National Guard or the reserve components of any branch of the military service (including the Army, Navy, Marine Corps, Air Force, Coast Guard, etc.) are entitled to leave for periods of up to fifteen (15) workdays for each calendar year for annual training. They may choose to take vacation leave in addition to their military pay or they may utilize the amount of vacation necessary to receive the difference between their normal salary and the total compensation they received from the service to which they belong. If an employee takes his or her reserve leave and vacation at the same time, the employee will receive a regular check for vacation and will not receive any additional benefit for time at training.

ARTICLE 11

LEAVES OF ABSENCE

Section 1 - Leave of Absence

The City Manager may grant leave of absence with pay to permanent full-time employees whenever the City Manager considers such leave in the City's best interest. Such leave shall include the leave for the purpose of attending professional conferences, work-related conventions, training institutes, seminars and schools.

The Department Head with the approval of the City Manager may grant leave of absence without pay for a period not exceeding one (1) month. Leave of absence in excess of one (1) month must be approved by the City Manager.

Section 2 - Unpaid Medical Leave of Absence

The City and the Union agree that, for leaves granted under this section, reference is made to

the City's policy governing leaves under the Family Medical Leave Act.

ARTICLE 12

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 his/her 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 the position.

ARTICLE 13

DEATH IN THE FAMILY

In the event of death in the immediate family of an employee in this unit, the employee shall, upon request, be granted up to three (3) working days leave of absence with full pay to attend services or deal with final arrangements. The immediate family will be defined to include: mother, father, spouse, children, step-children, stepparents, mother-in-law, father-in-law, brother or sister, brother-in-law and sister-in-law, grandfather and grandmother, grandchildren or resulting from the death of the employee's significant other living in the same household as the employee. In the event of death of an employee's spouse or child, (including stepchildren) the employee shall be granted two (2) additional days paid leave. Employees will be granted one (1) working day's leave of absence with full pay for the death of an aunt or uncle. Said leaves are not to be charged to sick leave.

In addition, the Department Head may grant special consideration for leave where distance or unusual circumstances are a factor.

ARTICLE 14

JURY DUTY

An employee called upon for jury service shall receive his/her regular salary from the City during such service; however, the sum received for serving as a juror shall be turned over to the City.

ARTICLE 15

UNION BULLETIN BOARDS

The employer agrees to furnish space for the Union to erect and maintain a bulletin board in a convenient place in the Public Works Garage.

ARTICLE 16

VACATIONS

Section 1: Employees shall accrue one (1) day of vacation per month during their first four (4) years of employment, one and one-quarter (1 1/4) days per month from the fifth (5th) through the ninth (9th) year, one and one-half (1 1/2) days per month for the tenth (10th) through the thirteenth (13th) year, one and three-quarters (1 3/4) days per month for the fourteenth (14th) through the nineteenth (19th) year, and two and one-quarter (2 1/4) days per month for twenty (20) years and

beyond. For employees with less than 15 years of service, a limit of six (6) weeks vacation may be carried from one (1) calendar year to the next. For employees with 15 years+, eight (8) weeks vacation may be carried from one calendar year to the next.

Section 2: Vacation requests shall be made in writing to the Bureau Director. Approval will be granted after taking into account both the wishes of the employee and the needs of the Bureau/Department.

Section 3: If a holiday occurs during an employee's vacation, the employee will not be charged for vacation time.

Section 4: Employees shall take vacation time in hourly increments.

Section 5: Vacation will begin accruing from the first day of employment and rate of accrual will change on the employee's anniversary date.

Section 6: Leave will be granted on the basis of a forty-hour (40) workweek.

Selection of time for annual leave shall be by choice of the employee, based on seniority, but subject to a schedule of "open weeks" provided by the Bureau Directors. All vacations scheduled on the basis of seniority will be done on or before March 1. Employees may accumulate a maximum of vacation time as described in Section 1 if they so desire, but the taking of the specific accumulated time will be upon the approval of the Bureau Directors.

Vacation leave of more than two (2) consecutive weeks shall not be granted without written authorization of the Department Head.

There will be no restrictions on when an employee may request vacation time. Denied requests are non-grievable.

It is understood and agreed upon that the number of persons taking vacation in any category will be at the discretion of the Department Head.

ARTICLE 17

SEPARATION OF EMPLOYMENT

All unused accrued vacation/compensatory time will be paid upon separation of employment in the employee's final paycheck. Employees who leave employment in good standing and are eligible in accordance with Article 7, Section 3, will also receive a portion of accumulated sick leave in their final paycheck.

ARTICLE 18

WORKING RULES

The City will furnish each new employee with a copy of existing work rules upon employment and update working rules annually, not later than February 28 of each year. It will be the responsibility of the employee to daily read memorandums on the City bulletin board.

It is agreed that any employee may be summarily suspended without pay if said employee's right to operate a motor vehicle in the State of Maine is suspended or revoked.

The reasons listed below, without intending to be exclusive, may be grounds for demotion, dismissal, suspension without pay, or reprimand with just cause:

1. Drinking or taking of illegal drugs on the job or arriving to work while under the influence of intoxicating beverages or drugs or bringing same on the job.
2. Failure to follow the orders of superiors.
3. Being habitually late or tardy.
4. Failure to perform the duties of position properly.
5. Negligent or willful damage to City property.
6. Inability to get along with fellow employees.
7. Conviction of theft or any felony.
8. Violation of the rules regarding political activities.
9. Unauthorized usage of personal cell phones during work hours.
10. Violation of safety rules and procedures.

ARTICLE 19

TOOL ALLOTMENTS

The City shall provide reimbursement upon submittal of receipts for a sum not to exceed three hundred dollars (\$300) for each fiscal year towards the purchase of tools and/or toolboxes for mechanics. This provision shall be non-accumulative. The amount shall be prorated if the mechanic does not work a full calendar year. Purchases are subject to the approval of immediate supervisor and will be used for work purposes only.

Personal tools shall be marked for identification purposes whenever practical. The City shall furnish equipment for tool marking purposes. It shall be a condition of employment for all mechanical trades' employees to provide metric tools for their normal job requirements. Any present employee transferring to the mechanical trades shall be required to provide metric tools for his/her normal job requirements, as an employment condition, within six (6) months of such transfer.

It is understood that the City will take responsibility for insurance coverage of said tools.

ARTICLE 20

POLITICAL ACTIVITY

Employees may neither be appointed to nor retained in service as a result of their political activities and affiliations. City employees are expected to exercise their legal rights as citizens to vote except that they will not engage in active political activity while in the position, and shall not participate in election campaigns or hold any partisan office or position. Any employee choosing to become a candidate for any partisan or City office will be expected to first leave the service of the City.

ARTICLE 21

GENERAL PROVISIONS

Section 1 - Management Rights

The Union agrees that the City has and will continue to retain the sole and exclusive right to manage its operations and retain all management rights, whether exercised or not, unless specifically

abridged or delegated by the provisions of this Agreement. Such rights include but are not limited to: the right to determine the mission, location and size of all agencies and facilities; the right to direct its work force; to administer the merit system, including the examination, recruitment, selection hiring, appraisal, training, retention, promotion, assignment or transfer pursuant to law; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law; to discipline and discharge employees for just cause; to determine the size and composition of the work force; to make temporary layoffs at its discretion; to contract out for goods and services; to determine the operating budget of the agency; to install new, changed or improved methods of operations; to relieve employees because of lack of work or for other legitimate reasons; to maintain the efficiency of the government operations entrusted to them; and to take whatever actions may be necessary to carry out the mission of the agency in situations of an emergency nature.

Nothing in this Article shall be construed to deprive the employees of any rights specifically set forth in this Agreement or deprive them of the right to the grievance procedure therein.

Section 2 - Outside Labor

The City reserves the right to contract out but such contracting out shall not cause lay-off of any permanent Public Works, Buildings & Grounds, Parks and Cemeteries or Solid Waste employee. The City reserves the right to utilize welfare/workfare recipients provided that such persons are not used to reduce or limit the hours or number of regular permanent employees.

ARTICLE 22

PHYSICAL EXAMINATIONS

All employees prior to becoming permanent employees shall have a physical examination by the City's contracted occupational health provider. The cost of this exam is paid for by the City. Report of the physical examination shall be made to the Human Resources Department on a form prescribed by the City Manager, and the same shall become part of the employee's personnel record.

The City, through its Bureau Directors may when deemed necessary at any time request a physical examination for any employee. Employees who are unable to perform essential functions of the position may request a reasonable accommodation to Human Resources. All such requests must be written and are subject to the guidelines under the Americans with Disabilities Act.

ARTICLE 23

OUTSIDE EMPLOYMENT

Employees who obtain outside employment must first give written notice to the Department Head.

An employee who engages in secondary employment shall do so only with the understanding and acceptance that the employee's primary duty, obligation and responsibility is to the City of Augusta. All City employees are subject to call at any time for emergencies, special assignment or overtime duty and no secondary employment may infringe on this obligation.

ARTICLE 24
ACCEPTANCE OF GIFTS

Acceptance of money or gifts 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 will result in immediate dismissal.

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

ARTICLE 25
UNION ACTIVITIES

The four (4) bona fide Officers of the Union may each be absent from their employment for not exceeding seven (7) days a year to carry on legitimate Union activity, provided that employees will not be absent between December 10 and April 1. Employees will not be paid while absent for Union activities.

ARTICLE 26
HEALTH INSURANCE BENEFITS

Section 1 - Health Insurance

The City agrees to provide health insurance benefits under the Maine Municipal Employee Health Trust for all eligible bargaining unit members. The designated plan will be the Comprehensive Point of Service Plan. POS-C. Effective January 1, 2018, and annually thereafter, the City will also provide a second health insurance benefit known as the Preferred Provider Organization 2500 Plan or, PPO 2500 Effective January 1, 2018, the City will create and fund a Health Reimbursement Account (HRA) for each eligible employee enrolled in the PPO 2500 Plan. Employees in the PPO 2500 will be funded by an HRA at a rate of \$2000 annually for a single plan and \$4000 annually for an employee & child or family plan. Employees may still select the POS-C Plan but will be responsible for paying the entire difference in the cost of the premiums as the City's contribution will be based upon the PPO-2500 Plan. The City will not fund an HRA for the POS-C Plan.

The City shall pay eighty percent (80%) of the monthly premium and the employee shall pay twenty percent (20%) of the monthly premium. The co-share of an increase in the PPO 2500 Plan that exceeds 8% will be shared at a rate of 50% for the employer and 50% for the employee.

If contract negotiations extend beyond the expiration of this contract and an agreement has not been reached on health insurance premiums, both parties agree that the city will pay sixty percent (60%) of any increase in premium with the employee to pay the remaining forty percent (40%) of the increase until a new agreement is reached.

The City will provide health insurance premiums for retirees and their spouses for those employees hired prior to January 1, 1993 and with twenty five (25) years of creditable service and minimum age of 55 years; or for employees retiring with twenty (20) years minimum creditable service at 62 years of age. Health care services shall be the same coverage as that provided for full-time

employees until the retirees reach the age of 65 or become eligible for coverage under the Medicare - "Companion Plan" of the City's health care plan. Employees hired after January 1, 1993 will not receive retiree health benefits.

Retirement at age 55	City pays 70% EE pays 30%
Retirement at age 56	City pays 72% EE pays 28%
Retirement at age 57	City pays 74% EE pays 26%
Retirement at age 58	City pays 76% EE pays 24%
Retirement at age 59	City pays 78% EE pays 22%
Retirement at age 60	City pays 80% EE pays 20%

Age 62 with 20 years of service

Retirement at age 62	City pays 82% EE pays 18%
Retirement at age 63	City pays 88% EE pays 12%
Retirement at age 64	City pays 94% EE pays 6%
Retirement at age 65	City pays 100% EE pays 0%

The City will contribute to the cost for eligible retired employee who contributes to the cost of their insurance premiums via direct deposit on a monthly basis. The maximum premium cost the City will contribute towards is the MMEHT POS C and MMEHT Medicare supplemental plan. Annually the retiree will provide the City proof of premium cost incurred by the retired employee. For the term of the July 1, 2017-June 30, 2019 contract, POS-C will remain the plan for eligible members who have already retired.

The premium percentage for retiree health will be percentage at the age the employee retires or the age the employee initially claims the benefit.

The above percentage allocations that apply when the employee retires also apply when the employee reaches Medicare and switches to the Medicare Companion plan.

Section 2 Dental Insurance

The City shall pay and provide the full cost of employee coverage. Employees may elect to pay for dependent coverage by authorization for payroll deduction.

Section 3 - Income Protection

The City will provide payroll deduction for employees wishing to participate in the Maine Municipal Employees Health Trust (MMEHT) Income Protection Plan.

Section 4 - Flexible Spending Account (FSA)- Medical.

The City agrees to contribute to each employee who is the primary plan participant in the MMEHT PPO – 2500 Plan, \$350 into his/her section 125 medical spending account (FSA). The City's contribution is dependent upon each eligible employee annually enrolling in the FSA Plan.

Section 5 – Cash in Lieu of Insurance

Employees, who are covered by a comparable group insurance plan in addition to that provided by the City, may elect to drop their health insurance coverage through the City. Upon demonstrating annually proof of such coverage to the Human Resources office, the City will pay the employee a sum

of four-hundred and sixty dollars (\$460) per month as an opt-out payment. The payment will be paid as a weekly payment of one hundred and fifteen dollars (\$115) for the first four pay periods in each calendar month. Employees whose other health coverage is through a Medicaid program such as MaineCare or a plan provided through an exchange subsidized through the Affordable Care Act are ineligible for the cash in lieu provision."

Section 6 - Vision Plan

Effective March 1, 2011 the city will implement the MMEHT or an equivalent plan vision plan. The city will pay one hundred percent (100%) of the monthly premiums towards single coverage for employees and will pay fifty percent (50%) of the monthly premiums for any coverage above single coverage chosen by the employee with the employee paying fifty percent (50%) of the monthly premium for the additional coverage.

ARTICLE 27
RESIDENCY

As a condition of employment, the City of Augusta shall require new employees to reside within thirty (30) road miles of the City of Augusta Public Works Garage.

ARTICLE 28
SALARY SCHEDULE

Section 1 – Salary

Effective with the start of pay week closest to July 1, 2019 for active employees the scale shall be increased by 2%:

	Step 1	Step 2	Step 3	Step 4	
Band 1	\$19.39	\$20.13	\$20.96	\$21.80	Includes HEO II, Mechanic II, Lead Custodian, Scale Operator II, Skilled Tradesman II, Lead Landfill Utility Worker
Band 2	\$18.19	\$18.90	\$19.66	\$20.46	Parts-Purchasing Support Clerk
Band 3	\$16.97	\$17.67	\$18.36	\$19.09	Skilled Tradesman w CDL, HEO I, Landfill Utility Worker, Mechanic I, Scale Operator
Band 4	\$16.15	\$16.90	\$17.57	\$18.30	Truck Driver II, Skilled Laborer II
Band 5	\$15.54	\$16.15	\$16.82	\$17.46	Custodian, Recycling Attendant II
Band 6	\$14.24	\$14.80	\$15.39	\$16.01	Rubbish Loader, Skilled Laborer, Recycling I, Truck Driver I

Effective with the start of pay week closest to January 1, 2020, the following new scale will be implemented. Employees shall be placed on the scale according to the agreement signed between the parties on 1/12/2020.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
Band 1	\$21.39	\$22.36	\$23.38	\$24.45	\$25.56	\$26.72	Mechanic II
Band 2	\$19.39	\$20.28	\$21.20	\$22.16	\$23.17	\$24.23	Skilled Tradesperson II, HEO II, Lead Custodian, Lead Landfill Utility Worker, Mechanic I
Band 3	\$18.02	\$18.84	\$19.71	\$20.60	\$21.54	\$22.52	Truck Driver II, Skilled Tradesperson w/ CDL, Scale Operator II, HEO I, HEO I/Landfill Utility Worker, Skilled Laborer II
Band 4	\$16.95	\$17.73	\$18.53	\$19.38	\$20.25	\$21.19	Parts-Purchasing Support Clerk, Scale Operator, Recycling Attendant II
Band 5	\$14.74	\$15.41	\$16.11	\$16.85	\$17.62	\$18.41	Custodian, Rubbish Loader, Truck Driver, Skilled Laborer I

Effective with the start of pay week closest to July 1, 2020, the following cost of living wage increases of 2.75% will be in effect:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
Band 1	\$21.98	\$22.97	\$24.02	\$25.12	\$26.26	\$27.46	Mechanic II
Band 2	\$19.92	\$20.84	\$21.78	\$22.77	\$23.81	\$24.89	Skilled Tradesperson II, HEO II, Lead Custodian, Lead Landfill Utility Worker, Mechanic I
Band 3	\$18.52	\$19.36	\$20.25	\$21.17	\$22.13	\$23.14	Truck Driver II, Skilled Tradesperson w/ CDL, Scale Operator II, HEO I, HEO I/Landfill Utility Worker, Skilled Laborer II
Band 4	\$17.42	\$18.22	\$19.04	\$19.91	\$20.80	\$21.77	Parts-Purchasing Support Clerk, Scale Operator, Recycling Attendant II
Band 5	\$15.14	\$15.84	\$16.55	\$17.31	\$18.10	\$18.92	Custodian, Rubbish Loader, Truck Driver, Skilled Laborer I

Effective with the start of pay week closest to July 1, 2021, the following cost of living wage increases of 3% will be in effect:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
Band 1	\$22.64	\$23.66	\$24.74	\$25.88	\$27.05	\$28.28	Mechanic II
Band 2	\$20.52	\$21.46	\$22.43	\$23.46	\$24.53	\$25.64	Skilled Tradesperson II, HEO II, Lead Custodian, Lead Landfill Utility Worker, Mechanic I
Band 3	\$19.07	\$19.94	\$20.86	\$21.81	\$22.80	\$23.84	Truck Driver II, Skilled Tradesperson w/ CDL, Scale Operator II, HEO I, HEO I/Landfill Utility Worker, Skilled Laborer II
Band 4	\$17.94	\$18.76	\$19.61	\$20.51	\$21.43	\$22.42	Parts-Purchasing Support Clerk, Scale Operator, Recycling Attendant II
Band 5	\$15.620	\$16.31	\$17.05	\$17.83	\$18.64	\$19.48	Custodian, Rubbish Loader, Truck Driver, Skilled Laborer I

Section 2 - Step Increases

Salary step increases will be granted on the employee's anniversary date of hire, provided that such employees have worked satisfactorily for a period of six (6) months.

Section 3 - Differential

In addition to the established wage rates, the employer shall pay an hourly premium of one dollar and fifty cents (\$1.50) to employees for all hours worked between the hours of 11:00 p.m. and 7:00 a.m.

During the months of winter operations, employees engaged in snow removal and snow haul will receive differential pay between the hours of 9:00 p.m. and 7:00 a.m.

Section 4 - Work in Higher Classification

Employees working in a higher job classification for a full day or more shall be compensated in the first step of higher job classification or in the next higher step above the employee's regular classification but at least three (3%) percent above their current rate of pay, whichever is higher for those hours worked in the higher classification

Employees assigned to work as Rubbish Truck Loaders or Mechanics shall be paid after eight (8) hours in the higher classification and shall be compensated at the next highest step.

ARTICLE 29

GRIEVANCE PROCEDURE

Section 1 - Declaration of Policy

It is the purpose of this procedure to secure at the lowest possible administrative level, equitable solutions to grievances free from coercion, restraint, reprisal.

Section 2 - Definitions

- a. Employee shall mean any person covered by this agreement as provided for under Article 1 - Recognition.
- b. Employer shall mean the individual designated by management to review and resolve grievances.
- c. Union shall mean the Council #93, AFSCME.
- d. Grievance shall be any dispute, violation, misinterpretation or inequitable application of this agreement.
- e. Supervisor shall mean the employee on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work.
- f. Days shall mean all days other than Saturday, Sunday, and holidays which shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.
- g. The grievance shall consist of a written statement served upon the City or the union as the case may be, by registered or certified mail or by personal service. The grievance must: (a) cite the contractual provision at issue; (b) contain a statement of the claimed violation which is in dispute; and (c) set forth a statement of the requested relief.

No grievance shall be permitted to be initiated more than ten (10) working days after the date upon which the acts underlying the grievance arose.

Section 3 - Rights of the Parties

a. Rights of Grievant

1. The grievant may select any representative(s) to assist in the processing and/or preparing of grievances, except that no representative may be present from any other employee organization other than union.
2. The grievant shall have access to all written statements, records, and materials relating to the grievance.

b. Rights of the Union

1. The union shall receive a copy of any claim, including supporting materials and of any decision rendered pursuant to the grievance as outlined in Section 4, Step 1.

2. The union shall have the right to submit briefs to support or refute allegations of any party in a grievance.
3. The grievant may have a union representative at any hearing, conference, meeting held under this contract where it would not be otherwise represented.

c. Mutual Rights

In the event of the unexcused failure on the part of an aggrieved party to be timely, the grievance shall be deemed to be withdrawn. If the employer or the employer's representative fails to make a decision within the required time period, the grievance may be appealed to the next step in a timely manner.

Section 4 - Presentation

Step One

1. An employee who claims to have a grievance shall present this grievance to the immediate supervisor in writing within ten (10) working days of its occurrence.
2. The supervisor shall meet with the parties to resolve the grievance within three (3) working days. After the request for the meeting, the supervisor shall render a decision in writing within five (5) working days thereafter, a copy of which is sent to both the employee and his/her representative.

Step Two

The aggrieved party, if not satisfied with the decision at Step One, may within ten (10) working days request a review by the Department Director. Such request is to be in writing with a copy to the immediate supervisor. The Department Director shall convene a meeting within ten (10) working days after receipt of the request for said hearing. The Department Director shall render a decision in writing, within ten (10) working days after the hearing, copies to the aggrieved and his/her representative.

Step Three

The aggrieved party, if not satisfied with the decision at Step Two, may within five (5) working days request in writing a hearing before the City Manager. The requested meeting shall be held within ten (10) working days after it is received and a decision shall be made within ten (10) working days thereafter, copies of the decision to the aggrieved party and his/her representative.

Step Four

If the grievance has not been satisfactorily resolved at Step 3, the aggrieved party shall provide written notice to the UNION and the CITY of their intent to appeal the decision and, with the approval of the UNION, may appeal an unsatisfactory decision at Step Three to an arbitrator selected by the UNION and employer. The decision arrived at shall be final and binding upon both parties to the agreement. The UNION's request for arbitration must be made within 120 working days of receipt of the decision at Step 3.

If the parties fail to select an arbitrator, they shall use the Maine Board of Arbitration and Conciliation Service Tripartite, or if mutually agreed, the American Arbitration Association.

The fees and expenses of the arbitrator shall be borne equally by the parties.

The arbitrator should hold a hearing within twenty (20) working days after having been selected and shall render a decision within twenty (20) working days after the hearing has been concluded.

The arbitrator shall have no power to add to, subtract from or change any of the provisions of this agreement, nor to render any decision which conflicts with a law.

Section 5 - General Considerations

1. All grievance discussions, meetings, conferences, hearings, shall be conducted during the normal workday.
2. The time limits at any step(s) may be extended by written mutual consent of the parties.
3. The move to arbitration must be approved by the Union.

ARTICLE 30

NO STRIKE PROVISION

The Union, Local 1458, Council #93, AFSCME - affirms that it will not engage in a strike or work slow down, nor shall it cause, condone, encourage or instigate a strike or work slow down, against the City of Augusta, Maine nor will it assist or participate in any strike; nor shall it impose upon its members any obligation to assist, conduct, or participate in such a strike.

ARTICLE 31

RETIREMENT

The City of Augusta will provide retirement benefits under the Maine Public Employees Retirement System presently in effect plus retirement benefits under the straight life plan under the Title 5, Section 1092, Paragraph 4 of revised statutes of the State of Maine.

ARTICLE 32

DISCIPLINE AND DISCHARGE

The City will not discipline, discharge or suspend any employee without just cause.

The City agrees to follow principles of progressive discipline with the general steps including oral reprimand, written reprimand, suspension and discharge. However, circumstances may warrant either inclusion of alternative steps as in the case of demotion or elimination of steps as in the case of drinking or taking of illegal drugs on the job. The City agrees that record of written disciplinary action will be removed from the employee's personnel file after three (3) years of incident unless a violation of the same nature has occurred within that same time period.

No written reprimand short of a suspension will remain in the employee's personnel file in excess of eighteen months unless a violation of the same nature has occurred within that time period. In cases of repeat violations of a like nature, the letter (s) shall remain in the personnel file until eighteen (18) months have passed

since the most recent violation.

No suspension will remain in the employee's personnel file in excess of five (5) years unless a violation of the same nature has occurred within the five year period or whereas the letter (s) shall remain as a permanent part of the personnel file.

ARTICLE 33

LONGEVITY

Longevity shall be paid as follows: effective July 1, 2013:

After 6 years of service.\$0.145 per hour
After 10 years of service.\$0.313 per hour
After 15 years of service.\$0.433 per hour

Administrative notes:

1. The longevity bonus shall be applied to the weekly wage base.
2. Years of service to be calculated from anniversary date of employment.

ARTICLE 34

PAYROLL DIRECT DEPOSIT

Employees shall establish and maintain 100% direct deposit of their paychecks.

ARTICLE 35

TERMINATION

This Agreement shall be effective as of the first day of July 2019 and shall remain in full force and effect until June 30, 2022. The Contract shall be automatically renewed for succeeding one-year periods unless either party shall notify the other to renegotiate at least sixty (60) days prior to July 1, 2022, and at least one hundred twenty (120) days before July 1, 2022, if wages, rights of pay, or other matters requiring appropriations of money by the City are negotiated.

IN WITNESS WHEREOF, the parties hereto have set their hands this 14 day of January, 2019

CITY OF AUGUSTA

By 

William R. Bridgeo, City Manager

By 

Witness, City of Augusta

LOCAL 1458-02

By 

Mark White, Unit Chair

AFSCME Council 93

By 

Steven Lyons, Field Services Director

By 

Charlie Winslow, Negotiating Comm.

By 

James Mackie, Staff Representative

By 

Fred Fletcher, Negotiating Comm.