

PUBLIC WORKS DEPARTMENT

AGREEMENT

Between

CITY OF CARIBOU, MAINE

And

LOCAL 220, COUNCIL NO. 93, AMERICAN FEDERATION OF STATE COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO

This Agreement is entered into by the City of Caribou, Maine, hereinafter referred to as the Employer, and Local 220, Council No.93, American Federation of State, County and Municipal employees, AFL-CIO, hereinafter referred to as the Union.

Effective 1/1/2021 through 12/31/2023

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## ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its regular full-time Public Works employees, except Secretary, Janitor and Foreman.

## ARTICLE 2 UNION MEMBERSHIP

Any employee who within thirty (30) days of the signing of this Agreement or thirty (30) days after the completion of his/her probationary period shall either join the union or sign the non-member waiver form.

## ARTICLE 3 - CHECKOFF

The Employer agrees to deduct the Union membership dues from the pay of these employees weekly. The amount to be deducted shall be certified to the Employer by the Treasurer of Council #93, 20 Winter Street, Augusta, Maine 04330. The aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer by the 15<sup>th</sup> of the month after such deductions are made. This authorization shall be irrevocable during the term of this Agreement.

## ARTICLE 4 – HOURS OF WORK AND OVERTIME

### Section 1.

All working hours over forty (40) hours, shall be paid at one and one-half (1 ½) regular pay. Sick time taken upon the approval of the Public Works Director or appropriate Supervisor shall count as hours worked for the calculation of overtime after forty (40) hours. If the employee so chooses, he shall be able to take compensation time off for overtime hours worked at the rate of time and one-half (1 ½), instead of receiving pay. This shall be accumulative to eighty (80) hours of compensation time at the time and one-half rate; however after the eighty (80) hours have been taken, the employee may accumulate up to eighty (80) hours of compensation time again. After the use of hours, the employee may accumulate hours, but not to exceed eighty (80) hours. Such compensation time must be a time mutually agreeable to both parties.

### Section 2.

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.

## ARTICLE 4 – HOURS OF WORK AND OVERTIME (CONT.)

### Section 3.

The workweek shall consist of five (5) consecutive eight (8) hour days, Monday to Friday, inclusive.

### Section 4.

Eight (8) consecutive hours of work within the twenty four (24) hour period beginning at 7:00AM and ending at 3:30 PM shall constitute the regular work day.

### Section 5.

Overtime work shall be distributed equally to employees within the same job classification. The distribution of overtime shall be equalized over each six (6) month period beginning on the first day of the calendar month following the effective date of this Agreement, or on the first day of any calendar month this Agreement becomes effective. A record of the overtime hours worked by each employee shall be posted on the department bulletin boards monthly.

All overtime hours refused, or when the employee is unavailable, will be counted as hours worked and computed as such for equalization of overtime.

### Section 6.

In the event of overtime work, all full time employees shall be given the opportunity to work before any part time help is hired. The supervisor will post a notice before the end of the workday indicating the type of work to be performed. Employees must sign up in advance; anyone not signing up will not need to be contacted. Part time help may be hired to fill needed positions.

Any employee reporting to work before 4:30 A.M. is entitled to a paid half-hour for breakfast. Any employee reporting to work after 4:30 A.M. is not entitled to a paid half-hour for breakfast, if time is taken to eat, it will be subtracted from their pay.

### Section 7.

Overtime hours shall be totaled every six (6) months and posted on the bulletin board, on or about January 1 and July 1.

### Section 8.

In computing time for hours worked, the Employee shall use the nearest quarter hour at the time the employee begins work and at the time he leaves work.

### Section 9.

From April 15 to October 15, starting with the full week commencing nearest each one of these days, the City shall schedule the employees in the unit for a workweek of Monday through Thursday with ten (10) hour days starting at 6:00A.M. to 4:30 P.M. with a one-half (1/2) hour lunch. Also, this workweek may be changed if work conditions or weather requirements warrant.

## ARTICLE 4 – HOURS OF WORK AND OVERTIME (CONT.)

During this schedule the City shall pay all employees on Thursday, whenever possible. During this summer schedule, all references to days in sick time, vacations, etc., in this contract shall refer to eight (8) hours. Therefore, an absence of one ten (10) hour day for sickness shall be considered ten (10) hours of sick time taken (or a day and a quarter of 8-hour days). A work week of four (4) ten (10) hour days shall be considered the same as five (5) eight (8) hour days for sick time computation, rather than, for example, four (4) days of sick time taken with forty (40) hours of paid compensation. In other words, the time and pay for the summer schedule shall be the same time and pay for the winter schedule.

Vacation time shall be computed in the same manner. A week's vacation shall be four (4) ten (10) hour days off, plus the fifth (5<sup>th</sup>) one off as part of the summer schedule, for forty (40) hours pay. Incremental vacation time shall be computed in hours, such as four (4) hours vacation time if four (4) hours are taken or five (5) hours vacation time if five (5) hours, or a half (1/2) day is taken. Vacation time taken from a ten (10) hour workday shall be computed as ten (10) hours vacation, or the equivalent of one and a quarter (1 ¼) day of winter vacation time. Again, the amount of time off and the compensation shall be equal to the winter schedule.

From October 15 through April 15, starting with the full week commencing nearest each one of these days, the unit workweek will be Monday through Friday, 7 a.m. to 3:30 pm with a one – half hour unpaid lunch break. The Public Works Department Head, with a 168 hour (7 day) notice, may adjust the scheduled work day up to 3 hours (e.g. 10 am to 6:30pm or 4 am to 12:30 pm), if weather requirements warrant.

### Section 10.

The Employer agrees to pay the Employee a \$.75 per hour shift differential for the hours of 3:30 P.M. through 7:00 A.M., during the winter hours from October 15 through April 15 only.

### Section 11.

For holidays during the summer schedule, ten (10) hours will be paid as holiday time, leaving a balance of thirty (30) hours to be worked for forty (40) hours of paid time for a week. The City will grant the additional two (2) hours of Nonproductive holiday time as paid time in recognition of increased productivity in a ten (10) hour day.

### Section 12

If there is an error in payroll of more than one hundred fifty (\$150) dollars than the city will correct the error within five (5) business day.

ARTICLE 5 – REST PERIODS

Section 1.

Unless otherwise requested by a foreman, rest periods of 15 minutes each will be taken at 8:30 A.M. and 1:30 P.M.

Section 2.

Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such shift. In addition, they shall be granted the regular rest periods that occur during the shift.

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 11:00-11:30.

Section 2.

During meal periods which occur outside of the normally scheduled shift, referred to in Article 6, the Employer shall grant the employee time off to eat and the Employer shall compensate the Employee for one half (1/2) hour of work, at his regular rate or one and one half (1 ½) times his regular rate as appropriate.

ARTICLE 7 – HOLIDAYS

Section 1 – Holidays Recognized and Observed

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

New Year’s Day	Martin Luther King Day	Patriots’ Day
Memorial Day	Independence Day	Labor Day
Columbus Day	Veterans Day	Thanksgiving Day
Christmas Day	Floating Holiday	

Eligible employees shall receive one day’s pay for each of the holidays listed above.

Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday.

Whenever any of the holidays listed above 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 on a day off, vacation, layoff, or sick leave, and

(b) The Employee worked 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; it need not be mutually agreed upon.

If a holiday is observed on an employee's scheduled day off, or during his vacation, he shall have another day off.

### Section 3. – Holiday Pay

Eligible Employees who perform no work on holidays shall be paid eight (8) hours pay at their current rate of pay.

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

### Section 4. – Holiday Hours for Overtime Purposes

For the purposes of computing overtime, all holiday hours (worked or un-worked) for which the Employee is compensated, shall be regarded as hours worked.

### Section 5.

The Employer shall grant the day after Thanksgiving as a day off with pay to all Employees in this unit; however, the Employer may call Employees in to work on that day in case of emergency. The Employee will forfeit holiday pay for any hours worked on this day during the standard eight (8) hour day. If there is no call back, Employees will be paid for this day in accordance with the provisions of Article 4.

## ARTICLE 8 –SICK LEAVE

### Section 1. – Allowance

Any employee desiring to be placed on sick leave shall report to his supervisor before scheduled starting time. Failure to do so shall result in loss of pay.

Any Employee contracting or incurring any non-service connected sickness or disability, which renders such Employee unable to perform the duties of his employment, shall receive sick leave with pay, including sickness of a spouse or acute emergency conditions. Sick time may also be used for child or parent up to (40) forty hours on a rolling calendar year.

Employees shall be allowed eight (8) hours of paid sick leave for each month of service. Sick leave shall be earned by an Employee for each month in which the employee is compensated for one hundred (100) or more hours of work.



Section 2.

If you are a full time employee, you will be eligible for paid sick leave after completing six (6) months of continuous service from date of employment, at which time you will have accumulated 48 hours. Sick leave is accumulated at the rate of eight hours per month up to 960 hours or its equivalent.

Employees may be required to present a doctor's certificate to justify absence and to qualify for payment for time lost during sick leave.

Any sickness occurring during a regularly scheduled vacation may not be counted as sick leave.

For employees hired on or before May 31, 2013:

Upon retiring and discontinuance from the City's employment or upon death, the employee or his/her estate shall be paid unused sick leave benefits up to the number of hours in his/her sick bank as of December 31, 2016. Upon termination of employment in good standing with the City, the employee will be compensated for unused banked sick leave, up to 960 hours, according to the following schedule:

After	5	years	-	25%
After	10	years	-	50%
After	15	years	-	75%
After	20	years	-	100%

For employees hired on or after June 1, 2013:

Upon retiring and discontinuance from the City's employment or upon death, there shall be no payment for unused sick leave benefits.

Section 3.

The Employer wishes to encourage the Employees to build up their accrued sick leave to provide security for those instances when the Employee is unable to perform duties because of sickness. Upon accruing the maximum number of hours, the Employer will permit the Employee to bank additional unused hours for additional security, to be used only when a long term illness of the Employee occurs, which can be documented by the Employee's physician. The Employer will also permit the Employee to cash in any accrued sick leave, beyond nine hundred sixty (960) hours at the rate of \$6.25 per hour. The determination to bank or cash in these sick leave hours will be done during the month of January each year and will be paid out to the Employee or credited to the sick leave bank in February of each year.

Parties agree that the use of benefit time not in conjunction with FMLA applies per Article 8 Sick Leave; Section 1. Allowance for employee and or immediate family shall be made up to 40 hours per year on a rolling calendar year. For periods greater than 40 hours for the care of immediate family, or the care of any other qualifying family member, or qualifying event eligible through the FMLA laws, benefit time must be

charged in conjunction with FMLA. Catastrophic leave may be granted at the discretion of the City as such catastrophic benefit time is available.

## ARTICLE 9 – SENIORITY AND WORKFORCE CHANGES

### 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.

### Section 2.

All new Employees shall serve a probationary period of six (6) months and shall have no seniority rights during this period. The Public Works Department may remove the probationer at any time during this period, with or without cause or Union protest.

### Section 3. – Promotions

The term promotion, as used in this section, means the advancement of an Employee to a higher paying position.

Whenever a job opening in an existing job classification or as a result of a new job classification occurs, other than a temporary opening, as defined below, the Employer shall hold the opening for ten (10) working days. During this period, any Employee wishing to be considered for the position shall apply. The application shall be in writing and it shall be made on the basis of the Employee's qualifications. Where the qualifications are equal amongst two or more Employees, then seniority shall be the governing factor.

The promotion shall be for a probationary period of ninety (90) days. An Employee failing the probationary period shall return to his previous classification and the pay rate for the classification.

For any promotion to an equipment operator position, there shall be a thirty (30) day trial period during which all applicants will be given an opportunity to operate the particular piece of equipment to determine who is the most qualified Employee for that position.

Upon promotion, the Employee shall be moved to the next highest rate of pay within the new classification, which will provide an increase in pay. Further increases in the classification will not take place until the minimum period of time, called for in the classification, has been met.

### Section 4. – Temporary Vacancies

Whenever an Employee is temporarily assigned to a higher paying position, he shall receive the rate of pay for that position.

A temporary vacancy is an unoccupied position of less than sixty (60) days or projected to be less than sixty (60) days. Assignment to such temporary vacancies shall be on the basis of seniority.

#### Section 5 – Notice of Resignation

All Employees shall give a two (2) week notice prior to terminating their employment to be defined as leaving in good standing.

#### Section 6. – Request for Leave of Absence

Any Employee desiring a leave of absence shall submit his request in writing to the Public Works Director. If the Employee fails to do so, he shall be considered terminated.

#### Section 7. – Demotion

The term demotion, as used in this division, means the designation – not requested by the Employee – of an Employee from a position in one job classification to a lower paying position in the same job classification or in another job classification.

#### Section 8. – Transfer to Other Jobs

Employees desiring to transfer to other jobs may submit an application in writing to the Public Works Director. The application shall state the reason for the transfer request.

Employees requesting transfers for reasons other than the elimination of jobs may be transferred to equal or lower paying jobs on the basis of seniority.

#### Section 9. – Notification of Changes in Status

The Public Works Director shall notify the Unit Chairman or Chief Stewards in writing no later than ten (10) days after an Employee's promotion, demotion, transfer, termination or change in rate of pay (temporary or permanent).

#### Section 10. – Layoff and Recall

The Employer shall provide Employees at least a fourteen (14) day notice of layoff.

In case of layoffs, the Employer shall layoff the least senior Employee(s) within classification(s). The Employee shall exercise his rights to be laid off or to bump in lieu of layoff. If the affected Employee chooses to bump, he may bump the most junior employee in an equivalent or lower classification for which he has the qualifications to perform the work. The Employee who bumps shall be paid the appropriate rate for the classification into which he has bumped

Any Employee bumped by the above procedure shall have the right to bump in the manner described above. If the Employee is unable to bump, he shall be laid off.

Should a job vacancy occur in a classification held by an Employee who has exercised his right to bump, the Employer must return the Employee to that classification.

The Employer shall recall the most senior Employee first to his job classification for which he is qualified.

The Employer shall hire no new Employees until all Employees on layoff from their applicable classification have been recalled. Employees must respond to and accept a recall notice within forty-eight (48) hours and report for work within two (2) weeks after acceptance of a recall notice.

## ARTICLE 10 – ANNUAL VACATION

### Section 1.

Using the Employee's date of hire, Employees will be granted vacation in the following manner:

After the Completion of 1 year of employment	80 hours vacation
After the Completion of 6 years of employment	120 hours vacation
After the Completion of 15 years of employment	160 hours vacation
After the Completion of 19 years of employment	200 hours vacation

Any Employee may take one (1) of his two (2) weeks' vacation after six (6) months of employment and is entitled to the second week after completing one (1) year.

Those Employees who were hired prior to February 1, 1973 and who have earned two hundred eight (208) hours of vacation prior to January 1, 1999 will be grandfathered and will be permitted to retain their extra eight (8) hours vacation until their retirement.

### Section 2.

Vacation time shall be computed from the anniversary date of employment.

An Employee is eligible to take annual vacation time with pay after completing twelve (12) continuous months of service with the City. For Employees completing twelve (12) months of service, all vacations may be taken by January 1 or within three (3) months of their employment anniversary date

All subsequent annual vacations are calculated by January 1. Vacations may not be accumulated from year to year. All vacation time should be taken during the established vacation period for each department.

### Section 3.

Employees shall submit vacation requests prior to May 30 of each year. Vacation requests submitted prior to the above date shall be honored on the basis of seniority, if there are more people requesting vacation than the Employer can allow off at any one time. However, a senior will not bump a junior who has previously been approved for vacation. Vacation requests submitted after

May 30 will be honored on a first come first serve basis if there are any conflicts. Employees may take vacation from November 15 until April 15, at the discretion of the Public Works Director.

### Section 4.

The Employer encourages Employees to use all of their annual accrued vacation; however, under some circumstances an Employee may not be able to use their full allotted vacation.

For employees hired on or before December 31, 2016: With the approval of the Public Works Director and the City Manager, an Employee may bank unused vacation time up to the amount of vacation hours in their bank as of December 31, 2016, to be paid only upon separation, retirement or long term illness at their current rate of pay.

Effective January 1, 2017 Each employee may roll over unused vacation to be used by the last day of February of the following year.

## ARTICLE 11 – PAID LEAVES

### Section 1. – Family Death

In the event of death in the family of an Employee's spouse, parent, children, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law or sister-in-law, the Employee shall be granted three (3) days leave of absence with full pay for working days used in that leave, to make household adjustments, arrange for medical services or attend to funeral services.

Additional time up to three (3) days may be granted if burial of the deceased will require the Employee to travel long distances, chargeable to sick leave or vacation time per Employee's discretion.

In the event of the death of an aunt, uncle, grandchildren or spouse's grandparents, the Employer shall grant a one (1) day leave of absence with full pay to attend the funeral. The Employee shall have up to an additional three (3) days off if needed, chargeable to sick leave or vacation time.

### Section 2.

An Employee requested to be a pall bearer, shall receive, upon his request, no more than four (4) hours of sick leave to perform this task.

### Section 3.

Whenever an Employee is unable to work as a result of a service connected disability according to a physician's statement, the Employer shall pay the Employee his initial three (3) days of absence without charge to the Employee's sick leave or vacation time. If at the discretion of his doctor, the Employee is not able to perform all of his normal duties but is able to perform light duties, as defined by his physician, he shall be expected to report to work.

Visits to a physician, clinic or hospital required as a result of service connected injury which must be scheduled during working hours shall not be deducted from the Employee's pay.

## ARTICLE 12 – JURY DUTY

### Section 1.

Employees shall be granted a leave of absence for jury duty or jury service and be paid the difference in salary and jury pay.

## ARTICLE 13 – CALL TIME

### Section 1.

Any Employee called to work outside his regularly scheduled shift shall be paid for a minimum of three (3) hours at the rate of time and one-half (1 ½).

### Section 2.

In any call in, the Employer shall first contact the Employee who is regularly assigned to that equipment, vehicle or mechanic work before attempting contact with anyone else. Call in shall be by classification.

## ARTICLE 14 – INSURANCES AND RETIREMENT

### Section 1.

The City of Caribou shall provide Workers' Compensation coverage to its Employees.

### Section 2.

As part of the fringe benefit package offered to qualifying employees, the City currently makes available health insurance coverage to all regular full-time employees at a similar benefit level to the \*Plan in effect. The City also makes available the option of dependent coverage to qualifying employees as an additional fringe benefit. The City will pay eighty-percent (80%) of the total premium and the employee will pay twenty-percent (20%) of the total premium of the plans.

The employer shall provide employees with a prescription drug card as long as it is offered under the group insurance plan.

The \*Plan in effect shall remain in effect during the life of this Contract or until such time as the Working Group recommends a change so ratified by an affirmative vote of the Union and the City Council.

\*For 2017, 2018, 2019 the Plan shall be the Maine Municipal Employee Health Trust POS-200 or PPO-500. The City shall offer a Health Reimbursement Account (HRA) with both plans.

The Health reimbursement Account (HRA) applies to deductibles and Co-Insurance only.

Each year the city will provide HRA funding in the amount of \$900 per year for single coverage and \$1,800 per year for Single with Children, or Family Coverage for the POS-200 Plan.

Each year the city will provide HRA funding in the amount of \$1,125 per year for single coverage and \$2,250 per year for Single with Children, or Family Coverage for the PPO-500 Plan.

Employees may choose, during the open enrollment period, from the above listed plan options.

For Employees with thirty (30) years or more of employment with the City, who leave employment in good standing because of work-related disability, the City will pay fifty percent (50%) of the health insurance premium for a maximum of one (1) year, based on the premium for the year in which the Employee ceased employment.

### Section 3.

The City offers a qualified pension plan designated to supplement Social Security benefits that will help attain a measure of security and financial independence after leaving active employment or due to retirement with the City.

Eligibility – In order to be eligible you must be a Regular Full-time or Regular Part-time Employee and make weekly contributions to the qualified plan. The City will make a weekly contribution after the completion of six (6) months of employment. The maximum amount that the City will contribute is a ratio of 1:1 up to three and one-half percent (3 ½%) of the Employees' gross weekly earnings.

### Section 4.

The City agrees to deduct contributions made by members of the Council #93 Income Protection Program. This will continue to be paid directly to AFSCME Benefits Trust at P. O. Box 1279, Portland, Maine 04104.

## ARTICLE 15 – DISCIPLINE AND DISCHARGE

### Section 1. – Discipline

Discipline action or measures shall include only the following:

Oral reprimand	Suspension (notice to be given in writing)
Written reprimand	Demotion
	Discharge

Disciplinary action may be imposed upon any Employee only for failing to fulfill his responsibilities as an Employee. Any disciplinary action or measures imposed upon an Employee may be processed as a grievance through the regular grievance procedures.

If the Employer has reason to reprimand an Employee, it shall be done in a manner that will not embarrass the Employee before other Employees or the public.

### Section 2. – Discharge

The Employer shall not demote or discharge any Employee without just cause. If, in any case, the Employer feels there is just cause for demotion or discharge, the Employee involved will be suspended for five (5) days. The Employee and his Steward will be notified in writing that the Employee has been suspended and is subject to discharge.

The Union shall have the right to take up the suspension, demotion and/or discharge as a grievance at the third (3<sup>rd</sup>) step of the grievance procedure and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

If a grievance is filed resulting in a due process determination that the employee should not be discharged, said employee will be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

## ARTICLE 16 – SETTLEMENT OF DISPUTES – GRIEVANCE PROCEDURES

### Section 1

A grievance is a dispute concerning the interpretation, application or alleged violation of the terms or provisions of this Agreement. Any grievance arising between the City and the Union or an employee represented by the Union, shall be settled in the following manner:

- A. Step One – Public Works Director – Within ten (10) business days of the date that the grievance arises, the Employee and/or the Steward shall Discuss the grievance with the Public Works Director in an effort to resolve the grievance. If the grievance is not resolved with the Public Works Director, then the grievance shall proceed to Step Two
- B. Step Two – City Manager or designee – If the matter is not satisfactorily resolved by the Public Works Director, the Aggrieved and/or the Steward may, within ten (10) business days after orally discussing same with the Public Works Director, submit a written appeal to the City Manager or designee. The City Manager or designee, within five (5) business days after receiving the appeal, shall meet with the aggrieved Employee in an attempt to adjust the grievance. The City Manager or designee shall give the Grievant and the Steward a written decision within five (5) business days following said meeting.
- C. Step Three – City Council or its designee – If the Union is not satisfied with the disposition of the grievance at Step Two, it may submit a written appeal to the City Council or its designee within ten (10) business days after receiving a decision at Step Two. The Council or its designee within fifteen (15) business days following the hearing shall give the Employee and the Union a written decision. If the Union does not proceed with the grievance to the Fourth Step within the time limits prescribed in the following subsection and no extension of time is mutually agreed upon, the grievance shall be considered to be satisfactorily resolved.
- D. Step four – Arbitration – If the grievance is not satisfactorily resolved at Step Three, the Union may appeal to arbitration within thirty (30) days after a decision at Step Three is rendered. A request for arbitration may be initiated by the Union serving upon the City Council, a notice in writing of an intent to proceed to arbitration. The notice shall identify the Agreement provision in dispute, the



issues to be determined and the Employee or Employees involved. Upon receipt of a notice requesting arbitration, the parties shall request arbitration of the dispute under the provision of the Maine Board of Arbitration and Conciliation.

E.

1. The Arbitrator shall have no power or authority to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issues presented and shall confine a decision solely to the application and interpretation of this Agreement.
2. The costs of arbitration shall be shared equally by all parties concerned. Each party shall bear the cost of preparing and presenting their own case.

### Section 2.

A grievance may be withdrawn by the Union or the aggrieved Employee at any time and the withdrawal of any grievance shall not be prejudicial the positions taken by the Parties as they relate to that grievance or any future grievances.

The time limits set forth in the grievance procedure shall, unless extended by mutual written agreement of the City and the Union, be binding and any grievance not timely processed thereafter, shall not be arbitrable.

### Section 3.

Saturdays, Sundays and Holidays shall not be included in the time limits set forth in this grievance procedure.

## ARTICLE 17 – 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, disability, religion, 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 the 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 right of Employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer and 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, or any cause.

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 18 – UNION BULLETIN BOARDS

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union.

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

ARTICLE 19 – UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

The Employer agrees that after working hours, on the Employer's premises, and without pay, Union Representatives shall be allowed to:

Collect Union dues, initiation fees and assessments (if these funds are not collected through payroll deduction).

Post Union notices.

Distribute Union literature.

Solicit Union membership during other Employee's non-working time.

Attend negotiation meetings.

Transmit communications, authorized by the Local Union or its Officers, to the Employer, his Representative, local Union Officers or other Union Representatives concerning the enforcement of any provisions of this Agreement.

ARTICLE 20 – VISITS BY UNION REPRESENTATIVES

Section 1.

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees whether Local Union Representatives, District Council Representatives or International Representatives, shall have full and free access to the premises of the Employer at any time after working hours to conduct Union business.

Section 2.

Visits by accredited Union Representatives during working hours shall be confined to the Unit Chairman and/or Steward.

ARTICLE 21 – WORK RULES

Section 1.

All existing and future work rules shall not conflict with any portion of this Agreement.

Section 2.

When existing work rules are changed or new rules are proposed, the Employer shall post them prominently on all bulletin boards for a period of ten (10) workdays before becoming effective. The Union shall provide any objections to proposed work rules to the Department Head during the ten (10) day posting. The Department Head shall render his decision concerning the proposed rule and the objections to it no later than ten (10) work days after his receipt of the objections.

The Union may appeal the Department Head's decision within ten (10) working days of his decision to Step II of the Grievance Procedure.

Section 3. – Informing Employees

The Employer further agrees to furnish each Employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective.

New Employees shall be provided with a copy of the rules at the time of hire.

Section 4. – Enforcing

The Employees shall comply with all existing reasonable rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

ARTICLE 22 – UNIFORMS AND PROTECTIVE CLOTHING

Section 1.

The Employer shall pay each Mechanic (I, II, III, IV) a clothing allowance of seven hundred dollars ( \$700) per year. The Employer agrees to provide a washer and dryer for all employees to use for laundering their work clothes. All protective clothing or protective device shall be furnished to the Employee by the Employer.

The Employer will provide a pair of work gloves to each Employee upon receiving a worn-out pair of gloves.

Section 2.

The Employer shall pay each Employee a clothing allowance of three hundred and fifty dollars (\$350.00) per year. The money shall be available to the Employees for the purchase of clothing before the end of January. The City shall provide steel-toed shoes for all Employees.

Section 3.

For Employees wearing prescription eyeglasses, the Employer shall provide for an appropriate pair of prescription safety glasses. Said glasses shall be obtained through a firm selected by the Employer in the local area. The employee may choose to upgrade the quality of said safety glasses at the Employee's expense.

The Employer shall provide for replacement of safety glasses for reasonable wear and tear and/or change of prescription of the Employee. Eye examinations and submission of current prescription for said glasses shall be the responsibility of the Employee.

**ARTICLE 23 – MANAGEMENT RIGHTS AND DEPARTMENTAL RULES**

Except as expressly limited by applicable law, or provisions of this Agreement, the City shall have and retain, solely and exclusively, all managerial responsibilities which shall include, but not be limited to, the right to determine the policies of the City; to establish, amend or modify an overall budget; to abolish job classifications; to reprimand, suspend, discharge for just cause; to hire, promote, demote, layoff and recall Employees to work; to control and regulate the use of machinery, equipment and other property of the City; to introduce new or improved techniques; to determine the number and types of Employees required and to direct the work force, except as restricted or limited by this Agreement. All such job descriptions/duties shall be posted as soon as possible.

**ARTICLE 24 – NO STRIKE**

There shall be no stoppage of work or slowdown by the Union, nor any lockout by the Town or City during the life of this Agreement.

**ARTICLE 25 – PAY SCHEDULE**

Classification	1/1/2021	1/1/2022	1/1/2023
Heavy Truck I	\$15.71	\$15.95	\$16.19
Heavy Truck II	\$16.52	\$16.77	\$17.02
Heavy Equipment I	\$17.46	\$17.72	\$17.99
Heavy Equipment II	\$18.02	\$18.29	\$18.56
Heavy Equipment III	\$18.33	\$18.61	\$18.89
Mechanic I	\$16.59	\$16.83	\$17.09
Mechanic II	\$17.54	\$17.81	\$18.07
Mechanic III	\$18.06	\$18.33	\$18.61
Mechanic IV	\$18.33	\$18.61	\$18.89
Mechanic Foreman	\$18.73	\$19.01	\$19.29

Mechanic Foreman will receive an additional Seventy-five Cents (\$.75) if assigned as Assistant Department Foreman.

Section 2. – Longevity Pay

	<u>Jan. 1 2010-Dec. 31,2011</u>	<u>Jan1. 2012</u>
8 years to 12 years of employment	\$16.00 per week	\$17.00 per week
12 years to 16 years of employment	\$38.00 per week	\$40.00 per week
16 year and over of employment	\$56.00 per week	\$59.00 per week

Section 3. – License Endorsements

All Employees who have a commercial driver’s license shall receive additional pay for each endorsement on their driver’s license according to the following schedule:

Class A License	\$0.06 per hour
Endorsement H or X	\$0.03 per hour
Endorsement N or X	<u>\$0.03 per hour</u>
Maximum Additional Pay	\$0.12 per hour

A Ten Dollar (\$10.00) per week License Endorsement shall be paid to a maximum of two (2) persons to maintain a Commercial Pesticide Applicators License as set forth under the laws of the State of Maine. Said individual shall have the responsibility of utilizing such license during their work duties as requires for annual operations.

A Ten Dollar (\$10.00) per week License Endorsement shall be paid to a maximum of three (3) mechanics to maintain a State of Maine Commercial Vehicle Inspection License as set forth under the laws of the State of Maine. Said individuals shall have the responsibility of utilizing such license during their work duties as require for annual operations.

Section 4.

A \$20.00 per week allowance is paid to *mechanics only* in their paychecks to compensate the wear and tear on their tools.

**Section 5**

All employees are required to enroll in the Employer’s direct deposit program.

**ARTICLE 26 – EQUIPMENT OPERATION**

Section 1.

Supervisory personnel will not operate equipment except in an emergency.

Section 2.

No Employee shall be required to perform work above their classification or capability.

No Employee shall perform work in a lower classification for less pay than their regular rate of pay, except in the event of a demotion.

Employees' duties shall not be limited to a single specific chore but shall be of a comprehensive, diversified nature, providing the work does not exceed their capability. Persons are required to be familiar with and able to operate equipment within their classification as well as equipment in a lesser classification.

All Employees shall conduct themselves in a businesslike manner in accordance with the terms of this contract, and in the best interest of the citizen of Caribou. Failure to comply may establish a breach of contract and establish grounds for dismissal.

All Employees are required to wear or utilize all safety gear and conform to all safety practices and policies; provided proper advance training has been given.

### Section 3.

Employees who operate vehicles and equipment shall perform routine maintenance duties as required by highway foreman or sub-foreman.

## ARTICLE 27 – EQUIPMENT ASSIGNMENT LIST

A list shall be established and posted on the Department Bulletin Boards of each Employee's assigned equipment under normal conditions. Lists will be posted May 1 and November 1.

## ARTICLE 28 – UNPAID SICK LEAVE

### Section 1.

The Employer agrees to abide by the Family Medical Leave Act. Beyond the Family Medical Leave Act, the Employer agrees that any Employee that is incapacitated and unable to perform his job and who has exhausted all means of compensation (such as sick leave, vacation, etc.) shall be given an unpaid sick leave until such time as his Doctor either allows him to return to work or declares him permanently disabled with such a time period as not to exceed one (1) year from the date of injury or illness. If he returns to work within that year, he has the same job and benefits as he had at the time of the incapacity, provided he is capable of performing the job as determined by his physician.

Employees who have been employed by the City of Caribou for at least twelve (12) months are permitted up to twelve (12) weeks of Family Medical Leave during a rolling twelve (12) month period for one of the following reasons:

1. birth of a son or daughter and newborn care;
2. the placement of a son or daughter for adoption or foster care;
3. the care of Employee's spouse, child or parent with a serious health condition; and
4. because of a serious health condition that makes the Employees unable to perform their job functions.

An advance notice of thirty (30) days, in writing, is needed to take a Family Medical Leave of Absence when the need is foreseeable.

The Family Medical Leave will begin after all forms of sick and vacation time has been exhausted.

While the Employee is on FMLA, the City of Caribou will continue the Employee's health benefits for the ninety (90) days at the same level and under the same conditions as if the Employee had continued work. If the Employee is on paid leave as a result of using accrued sick or vacation time, the City of Caribou will make payroll deductions to collect the Employee's share of the premium. If on an unpaid leave, the Employee will be billed for his or her own share of the premium.

At the conclusion of the FMLA, the Employee will be able to return to the same or equivalent position held before going on leave, with equivalent benefits, pay and other terms and conditions of employment. When FMLA leave involves the disability or illness of the Employee, a physician's certification is required before the Employee returns to work or resumes a full work schedule, stating that the Employee is able to assume normal job responsibilities, or detailing any limitations which the Employee's condition may require.

The extended leave of not more than one (1) year from the beginning of the first day of absence may be granted without pay at the discretion of the City Manager or designee. The City will continue to carry the Employee's benefits at the full expense of the Employee for the remainder of that rolling year.

During this time, the Employee must not work or hold another job.

## Section 2.

The City will continue to pay its own portion of the premiums for Health Insurance coverage according to the requirements of the Family Medical Leave Act. If leave continues past the ninety (90) days, the Employee is responsible for one hundred percent (100%) of their own premium until they return to work within one (1) year.

## ARTICLE 29 – SAVINGS CLAUSE

Should any provision of this Agreement be found illegal, then that provision which is so declared shall no longer be in effect. The rest of the Agreement shall remain in full force and effect.

## ARTICLE 30 – COPIES OF AGREEMENT

The City shall provide each Employee with a copy of the Agreement.

## ARTICLE 31 – REPLACEMENT OF ITEMS

The City shall replace, if Workers' Compensation does not cover, any Employee's dentures, eyeglasses and hearing aids which are damaged or destroyed on the job. All other personal items that are damaged or destroyed on the job will be limited to a maximum reimbursement of Two Hundred Dollars (\$200.00)

## ARTICLE 32 – CLASSIFICATION OF EMPLOYMENT

### Heavy Truck Drivers

- Single Axle Trucks
- Street Roller (4 Ton Max)
- Sidewalk Equipment
- Double Axle Trucks
- Street Roller (Over 4 Ton)
- Tank Truck
- Street Sweeper
- Tractor Mower

### Heavy Equipment Operator

- Bucket Loader
- Motor Grader
- Excavator
- Asphalt Paver
- Backhoe (3/8 Yd. Max)

## ARTICLE 33 – CITYWIDE HEALTH ADVISORY COMMITTEE

The Public Works Department Bargaining Unit Employees will hold two (2) seats on this committee without loss of pay or benefits.

The City of Caribou shall form a committee including at least two (2) Bargaining Unit Employees from the Caribou Public Works Department. This committee shall have two (2) representatives of the Caribou Fire Department membership, two (2) representatives of the Caribou Police Department membership and representatives of the Caribou non-union Employees. This committee may be overseen by the Caribou City Manager and the Union Resource Personnel Representative.

This committee shall have the task of researching alternatives for health insurance in their work place and will be given the appropriate administrative support. The committee shall establish their rules of procedure.



When any possible alternatives are agreed upon the committee shall carry back to their respective groups all pertinent information.

AFSCME membership shall be informed by their respective committee members and educated as to the proposed insurance program and any related information. The AFSCME membership shall then vote on any program changes and the Unit Chair shall notify the City Manager as to the result of the vote – passed or not passed. The vote must be a two-third (2/3) majority for the proposal to be considered accepted.

The present insurance program shall stay in effect, in its present form, until such time as the committee can come to consensus on an appropriate replacement program. If all parties make a recommendation, supported by their groups, then AFSCME will agree to open this contract for the single ARTICLE of Insurance – Article 14.

This committee shall remain in effect until the Representatives of the four (4) groups feel that this committee is no longer needed.

AFSCME further agrees that the abovementioned committee shall have the ability to review and make recommendations regarding Article 8.

#### ARTICLE 34 – INDEMNIFICATION AND LEGAL SERVICES

The City agrees to provide and pay for a policy of insurance indemnifying and saving harmless the Public Works Employees from civil liability for accidental injury to third parties or their property while in the performance of Public Works duties and for legal services in defending such claims.

#### ARTICLE 35 – TERM OF THE AGREEMENT

This Agreement shall be effective upon signing and shall continue in full force and effect until midnight on the 31<sup>st</sup> day of December 2023. This Agreement shall automatically be renewed for periods of one (1) year unless notice of intention to terminate or modify this Agreement is given in writing by the Union to the City at least one hundred twenty (120) days prior to the anniversary date of this Agreement or prior to the expiration day of any renewal period, whichever is applicable. This Agreement shall remain in full force and be effective during negotiations.

ARTICLE 36 –CONCLUSION OF NEGOTIATIONS

The City and the Union agree that this Agreement is the entire Agreement, terminates all prior Agreements or understandings and concludes all collective negotiations during its term. Neither party will, during the term of this Agreement, seek to unilaterally modify its terms through legislation or other means which may be available to them.

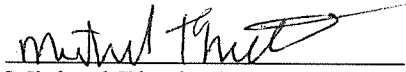
Each party agrees that it shall not attempt to compel negotiations during the term of this Agreement on matters that could have been raised during the negotiations that preceded this Agreement, matters that were raised during the negotiations that preceded this Agreement or matters that are specifically addressed in this Agreement.

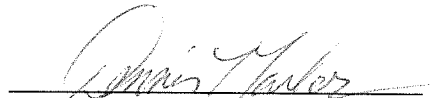
IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HANDS THIS

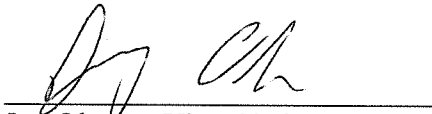
15<sup>th</sup> DAY OF JUNE 2021


FOR THE UNION:

FOR THE EMPLOYER:

  
Michael Theriault –Unit Chair

  
Dennis Marker  
Its City Manager

  
Jay Olson – Vice Chair

  
Sylvia Hebert  
COUNCIL #93 REPRESENTATIVE

: