

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF ROCKLAND, MAINE

AND

TEAMSTERS LOCAL UNION NO. 340

FOR

CLERICAL EMPLOYEES

JULY 1, 2021 THROUGH JUNE 30, 2024

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THIS COLLECTIVE BARGAINING AGREEMENT (the “AGREEMENT”), is entered into and effective as of the 1st day of July 2021, by and between the **CITY OF ROCKLAND, MAINE**, hereinafter referred to as the “CITY” or “EMPLOYER,” and **TEAMSTERS LOCAL UNION NO. 340**, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the “UNION.”

PART 1. GENERAL PROVISIONS

ARTICLE 1 - PREAMBLE

1.1.0 **MUTUAL RIGHTS** - Pursuant to the provisions of the Municipal Public Employees Labor Relations Law (26 M.R.S. §961 - §974, as amended), the parties hereto have entered into this AGREEMENT in order to establish mutual rights, preserve proper employee morale and to promote effective and efficient municipal operation.

ARTICLE 2 - UNION RECOGNITION

2.1 **EXCLUSIVE REPRESENTATIVE** - The CITY hereby recognizes that the UNION is the sole and exclusive representative of the following:

2.2 **CLERICAL EMPLOYEES** - Assessor's Clerk, Library Technician(s), Library Assistant, Deputy Librarian, Public Services Department Secretary, Payroll/Finance Clerk, Public Services Clerk, Code Enforcement Office Secretary, Assistant Clerk/Deputy Tax Collector/Deputy Treasurer; Accounts Payable Clerk, Wastewater Office Manager/Executive Secretary, Finance Clerk, Children's Librarian, Reference Librarian, and Public Safety Receptionist.

ARTICLE 3 - LABOR MANAGEMENT COMMITTEE

3.1 **Committee Established** – The City and Union shall establish a Labor Management Committee to discuss issues of mutual concern and the future employment needs of the City. Such Committee shall be comprised of the City Manager or designee, one or more Department Heads, and union representatives covering this Collective Bargaining Agreement. If the issue(s) affects another Teamsters' Collective Bargaining Agreement, representatives of the other Agreement(s) will be included. The committee shall establish ground rules for its meetings, and meet as needed and agreed, or when called for cause by the City Manager, or when called by two or more Union representatives.

ARTICLE 4 - TERM OF AGREEMENT

This AGREEMENT shall govern the rights of the parties from July 1, 2021 until and including June 30, 2024, and thereafter, unless either party shall notify the other in writing of its intention to renegotiate at least one hundred and twenty (120) days before June 30, 2024. This AGREEMENT may be amended at any time by mutual agreement.

ARTICLE 5 - DRIVE CONTRIBUTIONS

The EMPLOYER agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to DRIVE. DRIVE shall notify the EMPLOYER of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The EMPLOYER shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted, along with the name of each employee on whose behalf a deduction is made, the employee's Social Security Number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the EMPLOYER annually for the EMPLOYER's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

ARTICLE 6 - MANAGEMENT RIGHTS AND DEPARTMENTAL RULES

6.1 RULES AND REGULATIONS GOVERNING CONDUCT - The CITY retains all right and authority to manage and direct its employees and make any rules and regulations governing the conduct of its employees except as otherwise specifically provided in this AGREEMENT. The Ordinances of the City of Rockland and the City Charter are incorporated herein and made a part hereof by reference.

ARTICLE 7 - UNION SECURITY

7.1 RIGHT TO JOIN - All recognized employees shall have the right to join the UNION, or refrain from doing so, except as otherwise provided herein. No employee shall be favored or discriminated against either by the CITY or by the UNION because of his membership or non-membership in the UNION. The UNION recognizes its responsibilities as bargaining agent and agrees to represent all employees as the bargaining unit without discrimination, interference, restraint or coercion.

7.2 DUES DEDUCTION - The CITY shall deduct regular monthly dues and initiation fees upon receipt of signed authorizations from the members (a copy of which is to be retained by the CITY) and a certified statement for the Secretary-Treasurer of the Local Union as to the amount for dues. The CITY shall forward such dues so collected to the Secretary-Treasurer of the Local Union before the end of each month in which deductions were made.

7.3 INDEMNITY - The UNION shall indemnify and hold the CITY harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and remitting the same to the UNION pursuant to this Article.

7.4 MAINTENANCE OF MEMBERSHIP - The CITY will allow payroll deductions (at no cost to the CITY and at the employee's option) to the Northern New England Credit Union.

ARTICLE 8 - NO STRIKES / LOCKOUTS / SLOWDOWNS

8.1 NO STRIKES / LOCKOUTS / SLOWDOWNS – For the duration of this AGREEMENT, the UNION, its officers, representative, stewards and members shall not, directly or indirectly, authorize, instigate, cause and encourage, ratify, support or suggest or condone, nor shall any employee, directly or indirectly take part in any strike, slowdown, or stoppage of work, boycott, picketing, or other interruption of work, or take any action or inaction which would involve suspension, or interference with the normal work of any CITY Department, mass resignation or absenteeism.

8.2 DISCIPLINE – Failure or refusal on the part of any employee or agent to comply with any provision of this Article shall be cause for whatever disciplinary action, including suspension or discharge, deemed necessary by the CITY. In consideration of this no-strike pledge by the UNION and employees, the CITY shall not Lock out employees for the duration of this AGREEMENT.

8.3 VIOLATION - Neither the violation of any provision of this AGREEMENT, nor the commission of any act constituting a prohibited practice or otherwise made unlawful by any federal, state or local law, shall excuse employees, the UNION or the CITY from their obligations under the provision of this Article. Alleged violations of any provision of this Article are appealable immediately by either party, to the Superior Court, within and for the County of Knox and State of Maine for the purpose of securing specific performance of the provisions of this Article.

ARTICLE 9 - SENIORITY - LAYOFF - RECALL

9.1 DEFINITION - Unless otherwise defined in the AGREEMENT, seniority is defined as an employee's length of continuous full-time service within the unit since their last date of hire, less any adjustments due to layoff, approved leaves of absence without pay (unless otherwise agreed by the CITY) or other breaks in service.

9.2 LAY OFF AND RECALL - In the event of either layoffs or recall to duty following layoffs, seniority of the employees within each unit shall be given consideration for rehire to that Unit, provided the senior employee is qualified by experience in that department to perform the available work for that department or within that unit.

9.3 RECALL PERIOD - A regular employee, in the event of layoffs, shall retain his seniority right to recall for that unit for a period of twenty-four (24) months after the date of layoff from his unit.

9.4 LAYOFF NOTICE - In the event of a layoff, the CITY will provide employee with a two week notice.

9.5 JOB POSTING - When vacancies occur, the position opening will be posted and e-mail notifications sent to shop stewards. Where ability and qualifications are equal, seniority

shall prevail.

9.6 SENIORITY LIST - A seniority list shall be established for each unit naming all the unit's employees covered by this AGREEMENT with the employees with greatest seniority (years of service) listed first. Seniority shall be based upon the employee's last date of hire and shall be by classification. The list shall be made available to the UNION and posted on each department's bulletin board within thirty (30) days after the signing of this contract. All appointees employed after the required probationary period shall be placed on the seniority list as regular employees, with the right to available work for which they can qualify.

ARTICLE 10 - WORKERS' COMPENSATION BENEFIT

10.1 APPLICABLE LAW – The entitlement to and payment of workers compensation benefits is governed by Maine law, in Title 39-A of the Maine Revised Statutes. The provisions of Title 39-A, as interpreted by the Law Court, shall prevail if inconsistent with any of the provisions of this Article.

10.2 WORKERS' COMPENSATION BENEFIT - ON THE JOB INJURY – In the event that an employee suffers an injury in the course of his employment and thereby qualifies for Workers' Compensation, the employee will receive from the CITY his normal base rate wage and benefits for a period of time not to exceed twelve (12) months that the employee is not able to work because of such injury.

10.3 WORKERS' COMPENSATION BENEFIT – Benefits payable from Workers' Compensation in connection with such injury, up to and including the equivalent of the wages paid to the employee for this same time period, will be turned back over to the CITY.

10.4 RETAINED WAGES – The difference between the Workers' Compensation benefits paid to the employee and the employee's normal wage will be retained by the employee in accordance with Workers' Compensation Law.

10.5 DIRECT BENEFIT – An employee who wishes to receive and retain Workers' Compensation benefits directly from Workers' Compensation, rather than as outlined in the preceding paragraphs, may do so in lieu of receiving his/her normal base wage. This request must be put in writing.

10.6 LONG TERM ABSENCE – If the employee continues to be unable to work after a twelve (12) month period, the employee will receive the appropriate Workers' Compensation benefits directly until the employee returns to work or ceases eligibility for Workers' Compensation benefits.

10.7 PHYSICIAN'S CERTIFICATE – At any time after sixty (60) days on Worker's Compensation benefits, the EMPLOYER may require certification from the employee's physician as to the expected date of return to full duty. The employee shall supply this certification within thirty (30) days or may be terminated.

10.8 SETTLEMENT – No employee shall enter into a settlement for bodily injury with a private party or insurance company in connection with any accident or injury which occurred while performing in a professional capacity for the CITY and for which the EMPLOYER maintains liability under Workers' Compensation, without first petitioning and receiving the approval of the Worker's Compensation Commission allowing a lump sum settlement and commuting all payments on account of such injury that may become due in the future, pursuant to Title 39-A, Maine Revised Statutes.

10.9 CITY REIMBURSEMENT – In such event, the employee shall also reimburse the CITY for the full amount of payments and costs of benefits made on behalf of the EMPLOYER pursuant to 39-A M.R.S. § 107; provided that, should such settlement be less than the amount of payment which the employee has received, the employee shall not be liable to the CITY for more than the amount of settlement.

10.10 RETIREMENT BENEFIT – In any case where an employee, recognized by this AGREEMENT, retires under the Maine State Retirement System on a regular or disability retirement allowance, and the employee's three (3) highest years of earnings include Workers' Compensation, the CITY shall so certify the Workers' Compensation paid to that employee, in writing, to the Maine State Retirement System. The affected employee shall have the opportunity to pay the appropriate percentage payment based upon the Workers' Compensation received and have the creditable service counted toward his retirement.

10.11 LOSS OF TIME – If an employee suffers an on the job injury which results in a loss of time which is less than seven (7) days and thereby not reimbursable by Workers' Compensation, the employee must use his/her sick leave, if s/he has any, for this lost time.

10.12 INELIGIBILITY – If the employee is eligible to receive Workers' Compensation Benefits, then the employee cannot also use and be paid for sick leave.

10.13 SICK LEAVE POOL – If the employee does not have sufficient sick leave to be covered during the waiting period before Workers' Compensation becomes effective, s/he may draw sick leave from a sick leave pool established for this purpose. (Days will be credited to this sick leave pool when an employee covered by this Agreement trades in sick days for personal days as provided by this AGREEMENT. The CITY will not independently credit time to this pool.) If no days exist in the sick leave pool, or if an employee chooses not to take sick time from his own accumulated sick time, or if s/he has no sick time from the pool, then the employee will not be paid.

ARTICLE 11 - TIME OFF WHILE PERFORMING UNION DUTIES

11.1 STEWARD – The Union Steward shall be allowed time off with pay for official UNION business with representatives of management upon appointment, if there is sufficient manpower available to cause no interference with departmental operations.

11.2 TIME OFF – The Union Steward shall be allowed time off with pay during his/her regular work shift hours to investigate grievances or to attend grievance hearings, but in no

case shall such time exceed a total of two (2) hours per week for not more than one (1) representative.

11.3 MANPOWER AVAILABILITY RESTRICTION – No time off or leave of absence shall be permitted under this Article unless the City Manager determines there is sufficient manpower available for normal departmental operations.

11.4 ABSENCES FROM WORK – It is understood and agreed that all employees have productive work to perform and will not leave their jobs during working hours to attend UNION matters, except as provided above.

ARTICLE 12 – NEPOTISM

The CITY will not allow two (2) members of an immediate family (parents, children, spouse, brothers, or sisters) to work in the same department in any two positions covered by this Contract. The following employees shall not supervise one another, except where the supervisee is a seasonal employee: mother, father, child, brother, sister, mother-in-law, father-in-law, grandparent, spouse's grandparent, or grandchild.

ARTICLE 13 – VACANCIES

In the event of a job opening, vacancy, or promotion, an employee's seniority shall be recognized provided that ability and qualifications are equal.

ARTICLE 14 - [Reserved for future use.]

PART 2. HOURS AND WAGES

ARTICLE 15 - PROBATIONARY PERIOD

All new Employees shall be subject to a six (6) month probationary period during which such employees shall work under the provisions of this AGREEMENT, but may be dismissed without protest by the Employee or UNION.

ARTICLE 16 - WORKWEEK / OVERTIME

16.1 CLERICAL WORKWEEK - The regular workweek shall be a guaranteed thirty-seven and one-half (37 ½) hours per week, consisting of five consecutive days, Monday – Friday except the Library where work week will consist of five days Monday - Saturday.

16.2 All Library employees are subject to work a maximum of five evenings until 8:00 P.M. per month and two Saturdays from 8:30 A.M. to 5:00 P.M. per month as part of their regularly scheduled work week. Sunday hours will be staffed with part-time employees.

16.4 LUNCH BREAK - All Clerical employees covered by this Agreement shall be

allowed one (1) full hour without pay for their lunch periods. Such lunch period shall begin no earlier than three (3) hours after the employee reports to work and no later than five (5) hours. Department Heads may require deviations from these requirements if consistent with the Department's needs and acceptable to the majority of affected Employees.

16.5 OVERTIME - One and one-half (1½) times the base hourly rate shall be paid for all hours actually worked in excess of eight (8) hours per day, or in excess of thirty seven and one half (37 ½) hours per week, and for all hours worked on Saturday(excluding Library as described in 16.2), Sunday, and on any of the recognized paid holidays named in paragraph 6.6 in addition to holiday pay. It is agreed between the parties that the current "compensatory time" practice may continue during this AGREEMENT. Actual hours worked do not include vacation or sick time. Compensatory time will be counted towards actual hours worked.

16.6 REST BREAKS - Rest breaks of fifteen (15) minutes maximum duration shall be granted to employees covered by this AGREEMENT: one (1) during the morning (A.M.) and one (1) during the afternoon (P.M.) as near mid-shift as practicable.

16.7 EXTRA WORK ASSIGNMENTS - When extra work assignments are necessary, the CITY will work those employees in whose Department the work is required. The employee will have first preference for overtime assignments.

16.8 COMPENSATORY TIME – ALL EMPLOYEES – Employees may request compensatory time at the time and one half in lieu of overtime pay subject to the following:

16.8.1 COMPENSATORY TIME ACCUMULATION – Compensatory Time can be accumulated to a maximum of Two-Hundred Forty (240) hours. Compensatory Time can be paid out during the pay periods that include June 15 and December 15 of each year. Emergency pay outs will be allowed with City Manager approval. Compensatory time may only be used when an employee does not have to be replaced and may be taken only at the discretion of the department head or designee if it causes overtime.

ARTICLE 17 - DUTIES OF EMPLOYEES

17.1 As per job descriptions.

ARTICLE 18 – LONGEVITY

Employees shall receive a fifteen-dollars (\$15.00) per week increase on their current base wage for every five (5) years of continued service with the CITY.

ARTICLE 19 - VACATIONS

19.1 All permanent employees who have more than one (1) year of service shall be entitled to vacation with pay each calendar year according to the following schedule:

One (1) year and less than five (5) years of service	2 weeks
Five (5) years and less than ten (10) years of service	3 weeks
Ten (10) years and less than twenty (20) years of service	4 weeks
Twenty (20) or more years of service	5 weeks

19.2 AMENDMENT OF AGREEMENT, PARITY - Should the City Ordinance be amended, during the life of this AGREEMENT, to provide more vacation benefits than the above formula provides for, then such improvement shall automatically become effective for the employees covered by this AGREEMENT.

19.3 CALCULATION - A week of vacation pay shall be the employee's weekly wage schedule.

19.4 ENTITLEMENT - Entitlement to vacations under this Section shall be determined as of the employee's anniversary date in the year in which the vacation is taken.

19.5 ANNIVERSARY - Vacation days may be taken prior to the anniversary date for time actually accrued up to the date of the scheduled vacation.

19.6 CHARGEABLE ABSENCES - Absences chargeable to vacation time shall be used in whole or half days.

19.7 RANK/SENIORITY - Vacations shall be granted according to rank and then according to seniority in each Department.

19.8 CARRY OVER - No employee may accumulate more vacation time than the employee may earn in two (2) years of employment with the City.

19.9 TERMINATION - In the event of dismissal of an employee, for cause, or if an employee voluntarily leaves his/her employment, said employee shall be entitled to vacation pay pro-rated on credits earned in the calendar year in which the employee is dismissed, or voluntarily leaves.

19.10 TERMINATION PAY - Employees who are separated in good standing, or retire from the CITY and who have accrued vacation time to their credit at the time of such separation or retirement, shall be paid the wages equivalent to the accrued vacation, but in no case not to exceed twice their annual vacation rate..

19.11 DEATH BENEFITS - In the event that an employee covered hereby dies during the term of this AGREEMENT, his/her accrued vacation credits, if any, shall be paid in the wage equivalent as follows: If said employee dies testate, then to his/her estate; If said employee dies intestate, then by the laws of intestacy.

ARTICLE 20 – HOLIDAYS

The following holidays shall be paid holidays for all employees covered by this AGREEMENT:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Day to be taken between Thanksgiving & December 31st

20.1 HOLIDAY - If a holiday occurs when an employee is on vacation, s/he shall receive an additional optional day off with pay.

20.2 AMENDMENT OF AGREEMENT: HOLIDAY - Should the City Ordinance be amended, during the life of this AGREEMENT, to provide more holiday benefits than the above schedule provides for, then such improvement shall automatically become effective for the employees covered by this AGREEMENT.

20.3 SNOW DAYS – PUBLIC SERVICES CLERK – In the event that a snow day is called for the clerical unit and the Public Services Secretary nonetheless is required to work, the Public Services Secretary shall receive compensatory time for each hour worked while City Hall is closed for the Snow Day.

ARTICLE 21 - SICK LEAVE

21.1 ACCRUAL - Sick leave shall accrue at the rate of one day per month for each full calendar month of service beginning with the first calendar month of employment.

21.2 ACCUMULATION AND EXCHANGE - Employees who may have accumulated more than seven hundred and fifty-six (756) hours (for employees regularly scheduled to work a 6 hour day) and nine hundred and forty five (945) hours (for employees regularly scheduled to work a 7.5 hour day) of sick time by the end of the calendar year, shall exchange the excess hours for paid leave, at the rate of three (3) excess hours for one (1) paid hour of leave. All paid leave shall be taken during the next twelve (12) months. Those employees who currently have the maximum of one hundred and thirty-two (132) days of sick leave will be permitted to carry that time until it is used and brought down to the maximum of one hundred and twenty-six (126) days.

21.3 PERSONAL DAYS, LIMIT - Following three (3) consecutive months with no sick leave taken, one half (1/2) personal day will accrue to be taken in the next twelve (12) months. This is regardless of accumulation level. Earned personal days shall not exceed two (2) personal days in any one calendar year. HOWEVER, medical appointments shall count as sick time, unless otherwise made up through comp time, working lunch, or working later or earlier in the day.

21.3 USE OF SICK LEAVE - Sick leave may only be used in the following cases:

21.4 ILLNESS OR INCAPACITY - Personal illness or physical incapacity of such

degree as to render the employee unable to perform the duties of his/her position, unless the employee is found capable of other work in the Department to which s/he is assigned by the Department Head as light duty. .

21.5 FAMILY MEMBERS - Attendance upon any "qualifying family member" under the Family Medical Leave Act, 29 U.S.C. §§ 2601, *et seq.*, and the CITY's Family and Medical Leave Policy when his/her illness requires care by such employee, such mandatory attendance in excess of two (2) days shall be approved by the Department Head.

21.6 PHYSICIAN CERTIFICATE - If requested, the employee shall furnish a certificate from his/her attending physician. If the said physician certifies that the employee is unable to perform his/her duties due to illness or physical incapability, the physician's bill for such examination shall be paid for by the CITY; if the physician does not so certify, the bill shall be paid for by the employee.

21.7 NOTIFICATION –Employees shall see that their Department Head is notified of the reason for their absence, not previously arranged for, within two (2) hours of the beginning of the unexpected absence.

21.8 CHARGEABLE ABSENCES - Absences chargeable to sick leave for a fraction of a day will be accounted for on an hourly basis.

21.9 DISBURSEMENT OF UNUSED SICK LEAVE - RETIREMENT - When an employee covered by this AGREEMENT retires from active service with the CITY, and is immediately eligible for retirement benefits under the Maine State Retirement System, or ICMA, s/he shall be entitled to payment at the current wage rate for one-half (1/2) of the number of days of unused sick leave which s/he has accumulated. Contract personnel who have served twenty-five (25) years of service shall be entitled to payment at the current wage rate for up to ninety (90) days of accumulated unused sick leave.

21.10 DISBURSEMENT OF UNUSED SICK LEAVE UPON DEATH OF AN EMPLOYEE - In the event an employee dies before his/her retirement, leaving a spouse or minor child(re) surviving, one-half (1/2) of his/her accrued sick leave, subject to the same maximum limitations as in the case of retiring employees, shall be paid to said spouse or to the surviving children.

21.11 DISBURSEMENT OF UNUSED SICK LEAVE - VOLUNTARY SEPARATION - If an employee voluntarily leaves his/her employment with a two-week written notice in advance of his/her last date actually worked, one half (1/2) of the unused sick leave shall be paid to the employee upon termination of employment.

ARTICLE 22 - WORKERS' COMPENSATION BENEFIT

See Part 1, General Conditions, Article 10, Section 10.2.

ARTICLE 23 - INSURANCE

23.1 EMPLOYEES - The CITY agrees to participate with Northern New England Benefit Trust (NNEBT) at the below-described amount, which shall provide: Health, Vision, Dental and Prescription coverage for all eligible employees and their eligible dependents. All bargaining unit employees covered by this Collective Bargaining Agreement shall be required to participate in at least the single subscriber level of the group health insurance plan.

23.2 RETIRED EMPLOYEES - PARTICIPATION IN NNEBT - Rates and benefits for retired employees meeting the requirements for participation as determined by NNEBT shall remain the sole and exclusive province of NNEBT. The determination of the application procedure for participating retired employees to adhere to shall be established by NNEBT for the individual(s) in question. Those retired employees participating in NNEBT shall be billed directly by NNEBT and shall pay monthly directly to NNEBT. The CITY will not pay the costs for retired employees.

23.3 RETIREE INSURANCE - The CITY will annually, each July, based upon the new premium rates, pay to retirees 25% of the annualized July-June health insurance premiums for the ensuing year. The retirees will be responsible for the monthly direct premium payment in full. The CITY will participate at the existing program level of the insurance for each retiree and eligible dependents without regard to age or family status. Employees who retire after July 1, 1994 will also be eligible for the 25% CITY subsidy, but the CITY may restrict the limit of its participation to specified programs. Existing retirees wishing to change their program level after July 1, 1994 may be subject to the same limitation of participation toward a future program. Employees hired after July 1, 1997 are not eligible for this benefit. For employees retiring from CITY employment after July 1, 1997, the following conditions apply: the term "Retiree", for the purposes of this Resolution, shall mean only those individuals retiring from CITY employment after twenty-five or more years of full-time work for the City of Rockland, whether consecutive or cumulative. Employees retiring on disability, or otherwise, with less than the minimum twenty-five years of service are not eligible for CITY cost participation in their health insurance. The CITY shall include in its cost participation program reimbursement for health insurance for dependents of eligible retirees only so long as the eligible retiree is living. This benefit shall be limited to 25% of the annualized health insurance premiums for a "companion plan" or "NNEBT Retiree Plan" only.

23.4 COST SHARE - CITY'S OBLIGATION - The CITY and employees will pay the premiums for the insurance required under Section 6.9.1 as follows, regardless of family status:

<u>Period:</u>	<u>CITY:</u>	<u>Employee:</u>
07/01/21 – 06/30/22:	77%	23%
07/01/22 – 06/30/23:	77%	23%
07/01/23 – 06/30/24:	77%	23%

The EMPLOYER's agreement hereunder shall constitute an obligation for the sums herein provided to be paid directly to NNEBT and further that the EMPLOYER will be bound by the

terms and provisions of the Trust Indenture of NNEBT and any and all amendments thereto, as well as applicable rules and regulations from time to time promulgated by the Trustees thereto.

23.5 CAFETERIA PLAN. Employees may participate in the CITY's Cafeteria Plan, pursuant to 26 U.S.C. § 125, as amended and only as such plan shall be authorized and maintained by the CITY.

ARTICLE 24 - RETIREMENT – PENSION

The CITY agrees to continue to participate in the Social Security Program. The CITY further agrees to participate in the Maine State Retirement System options presently in effect at the level of current pension payments or (in lieu of the Maine State Retirement System) in the 401 money purchase plan (ICMA) at a contribution rate of up to five (5%) percent (dependent upon the provisions of the law as to maximum allowed annual contributions). The employees may choose among these two options, HOWEVER, the CITY will contribute to only one of the two, in addition to Social Security.

ARTICLE 25 - BEREAVEMENT - LEAVE OF ABSENCE

25.1 BEREAVEMENT - IMMEDIATE FAMILY - In the event of the death of the employee's spouse, domestic partner, mother, father, or child, the employee shall be entitled to five (5) days of leave with pay for the purpose of attendance at the funeral and assisting in the necessary family arrangements.

25.2 OTHER FAMILY MEMBERS - In the event of the death of the employee's "significant care provider stepmother or step father", brother, sister, mother-in-law, father-in-law, grandparent, spouse's grandparent, or grandchild, the employee shall be entitled to up to three (3) days leave with pay for the purpose of attendance at the funeral and assisting in the necessary family arrangements.

25.3 NON-SICK LEAVE DEDUCTIBLE - All normal bereavement time taken shall be with pay and without deduction from sick leave if they are scheduled workdays.

25.4 OTHER FUNERAL ATTENDANCE - One (1) day with pay, will be allowed for attendance at funerals of the following relatives of the employee not provided for above: aunt, uncle, niece, nephew, "stepmother or stepfather who did not provide significant care," brother-in-law, sister-in-law, or any other relative, when such other relative is living in the same household as the employee.

25.5 PERSONAL DAYS - Up to three (3) personal days, without pay, may be scheduled with the approval of the Department Head. Leaves of absence, without pay, for more than three (3) days must have City Council approval.

25.6 VOLUNTEER DAYS – Up to two (2) days, with pay, may be used to volunteer for any nonprofit organization with the approval of the Department Head. This includes

participating in a nonprofit fundraising activity. The volunteer days cannot create a hardship for the department or be covered by overtime from another employee. Volunteer Days will not be subject to mileage and meals reimbursement.

ARTICLE 26 - SAFETY COMMITTEE

There shall be a Safety Committee to be appointed by the City Manager, and to include a member from each bargaining unit.

ARTICLE 27 - MILEAGE AND MEALS EXPENSE REIMBURSEMENT

When an employee is required to travel out of the CITY on CITY business, the CITY will provide the employee reimbursement for reasonable expenses incurred for meals, provided that evidence in the form of receipts is turned in to the CITY and approved by the Department Head. The CITY will reimburse employees who are required to travel outside of the City in personal vehicles for City business at the mileage reimbursement rate established by the U.S. Internal Revenue Service, measured from point to point.

ARTICLE 28 - EDUCATION INCENTIVE PAY

The CITY will pay an educational incentive only for a job-related degree when it is not required as a condition of hire as determined by the City Manager. A weekly stipend of twenty dollars (\$20.00) for an Associate's Degree, twenty-five dollars (\$25.00) for a Bachelor's Degree or thirty dollars (\$30.00) for a Masters Degree will be added to the weekly wage for eligible Clerical employees. The CITY will reimburse tuition expenses (based upon University of Maine rates) for up to six credit hours per year, provided the employee achieves a grade of 2.0 or higher in the course.

ARTICLE 29 - WAGE BANDS

29.1 Wage Bands:

Band

- | | |
|---|---|
| 1 | Public Safety Receptionist |
| 2 | Library Assistant, Library Technician, Public Works/Solid Waste Secretary, Children's Librarian, Reference Librarian, Code Secretary, Finance Clerk |
| 3 | Assistant Clerk/Deputy Tax Collector/Deputy Treasurer, Accounts Payable Clerk, Wastewater Treatment Plant Secretary, Public Safety Secretary, |
| 4 | Payroll/Finance Clerk, Assessor's Clerk, Deputy Librarian |

07/01/2021 - 06/30/2022

YEARS OF SERVICE	Years 1 & 2	Years 3, 4 & 5	Years 6, 7 & 8	Years 9+
Band 1	18.34	19.25	19.78	20.28
Band 2	19.60	20.21	20.87	21.45
Band 3	21.45	22.07	22.72	23.39
Band 4	22.86	23.48	24.13	24.79

07/01/2022 - 06/30/2023

YEARS OF SERVICE	Years 1 & 2	Years 3, 4 & 5	Years 6, 7 & 8	Years 9+
Band 1	18.89	19.83	20.37	20.89
Band 2	20.19	20.81	21.49	22.10
Band 3	22.10	22.74	23.40	24.09
Band 4	23.54	24.19	24.86	25.54

07/01/2023 - 06/30/2024

YEARS OF SERVICE	Years 1 & 2	Years 3, 4 & 5	Years 6, 7 & 8	Years 9+
Band 1	19.46	20.42	20.98	21.52
Band 2	20.79	21.44	22.14	22.76
Band 3	22.76	23.42	24.11	24.82
Band 4	24.25	24.91	25.60	26.30

29.2 TEMPORARY UP-GRADE PAY - CLERICAL - Whenever an employee assumes the responsibility of a higher paid position within the Clerical bargaining unit, for a period of one (1) work day or more and performs the higher paid duties alone and without supervision, the higher paid rate of pay shall apply to all higher paid work performed. Temporary up-grade pay does not constitute a promotion.

29.3 SAFETY FOOTWEAR - The CITY shall provide the Public Works / Solid Waste Secretary, Assessor Clerk and Wastewater Secretary, as needed, all safety equipment including safety shoes or boots at a cost not to exceed one and twenty-five dollars (\$125.00) each calendar year.

PART 3. DISCIPLINE AND GRIEVANCES

ARTICLE 30 - DISCIPLINARY PROCEDURE

30.1 JUST CAUSE – Except for probationary employees or as otherwise provided herein, suspensions and discharges shall only be for just cause (including but not limited to violations of any rules adopted as provided in this AGREEMENT). The reason or reasons for the suspension or discharge shall be stated at the time of the suspension or discharge, and

shall also be given in writing to the employee affected within five (5) days after the effective date of that suspension or discharge. Any employee discharged must be paid in full for all wages owed him by the CITY, including earned vacation pay, if any, at the next regular pay period.

30.2 DISCIPLINARY RULES - In addition to the present Ordinances of the City of Rockland, the CITY may adopt disciplinary rules and work rules, which will be posted from time to time during the duration of this AGREEMENT. Copies of said rules are to be sent to the Steward and the UNION.

30.3 PURGING SYSTEM - The CITY will institute a personnel file purging system: 12 months for oral reprimands, 18 months for written reprimands, and 30 months for suspensions. Purging in this context means that records of such oral and written reprimands and suspensions shall be preserved solely in the event of future litigation, but the CITY shall not use those records in its consideration of promotion, job assignment, vacation other benefits or pay increases. This policy shall apply only to disciplinary actions taken after July 1, 2012.

ARTICLE 31 - GRIEVANCE PROCEDURES

31.1 PURPOSE - The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that from time to time may arise affecting the welfare or terms and conditions of employment of employees. The CITY and the UNION agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Nothing contained herein shall be construed as limiting the employee's right of self-representation. 26 M.R.S. § 967.

31.2 DEFINITION - A grievance is hereby jointly defined as any dispute, controversy, or misunderstanding that may arise under the interpretation or application of this AGREEMENT. Aggrieved employee or employees must present the grievance to the Shop Steward or alternate. Grievances shall be settled in the following manner:

STEP ONE - If an employee feels that s/he may have a grievance, s/he may first discuss the matter with the Department Head in an effort to resolve the matter informally.

STEP TWO - The aggrieved employee, or employees, must present the grievance in writing to the Shop Steward or alternate.

STEP THREE - The Shop Steward or alternate shall take up the grievance with the Department Head. If the Steward and the Department Head have not resolved the grievance within five (5) calendar days after the meeting between the grievant, Steward and Department Head, the Shop Steward shall submit such grievance in writing to the Union Business Representative.

STEP FOUR - Within five (5) calendar days after the written response of the Department Head is due, the Union Business Representative shall take up the matter

with the City Manager or designee. Within ten (10) calendar days after such meeting, the City Manager shall render a written decision on the grievance.

STEP FIVE - ARBITRATION - In the event that the decision of the City Manager is not acceptable to the UNION, the UNION may, within ten (10) calendar days, file a request with the Maine Board of Arbitration and Conciliation Service for arbitration of the grievance.

31.3 TIME LIMITS - The time limits for the processing of grievances may be extended by written consent of both parties.

31.4 OCCURRENCE - All grievances shall be initiated not later than either thirty (30) days after the occurrence of the event giving rise to the grievance or forty-five (45) days if economic issues are involved.

31.5 BINDING ARBITRATION - The decision of the arbitrator shall be final and binding on the parties, subject only to appeal by either party pursuant to 26 M.R.S. § 972. The arbitrators shall be requested to issue the decision within thirty (30) days after the conclusion of testimony and final argument.

31.6 ARBITRATOR EXPENSE – Expenses for the arbitrator’s services and the proceedings shall be borne equally by the CITY and the UNION. However, each party shall be responsible for compensating its own representatives and witnesses.

31.7 ARBITRATION RECORD – If either party desires a verbatim record of the Proceedings, it may cause a record to be made providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

PART 4. SAVINGS CLAUSE

ARTICLE 32 - SAVINGS CLAUSE

If any provision of this AGREEMENT shall be contrary to any laws or a City Ordinance, such invalidity shall not affect the validity of the remaining provisions. If any provisions shall be found contrary to the law, the parties agree to meet to renegotiate said provision within thirty (30) days.

IN WITNESS WHEREOF, the parties have set their hands this ____ day of July 2021.

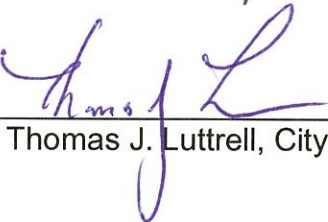
TEAMSTERS LOCAL UNION NO. 340:

CITY OF ROCKLAND, MAINE:

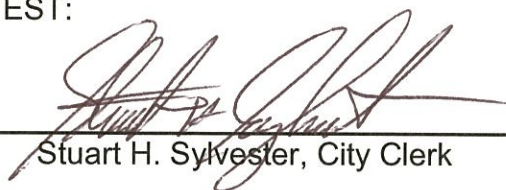
By: 
Lorne Smith, Business Agent and
Secretary / Treasurer

By: 
Edward Glaser, Mayor


By:  6/3/21
Brett Miller, President and
Business Agent

By: 
Thomas J. Luttrell, City Manager

By: 
Joe Piccone, Business Agent

ATTEST:
By: 
Stuart H. Sylvester, City Clerk

AS TO FORM:

By: 
Mary Costigan, City Attorney