

**AGREEMENT  
BETWEEN CITY OF WESTBROOK  
AND  
TEAMSTERS LOCAL UNION NO. 340  
FOR THE  
WESTBROOK GENERAL UNIT**

**JULY 1, 2023 TO JUNE 30, 2026**

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## **ARTICLE 1 – PARTIES – RECOGNITION**

- A. This agreement is entered into by and between the City of Westbrook, a municipal corporation, located at Westbrook, Maine, hereinafter called the City, and Teamsters Local Union No. 340, hereinafter called the Union.
- B. The City recognizes the Union as the exclusive bargaining agent for all employees properly included in the Westbrook General unit, as set forth in Article 2 for purposes of collective bargaining with respect to wages, hours, working conditions and contract grievance arbitration.

## **ARTICLE 2 – UNION MEMBERSHIP – DUES DEDUCTION – UNIT COVERAGE**

- A. The bargaining unit covered by this contract shall be comprised of permanent full-time employees and those permanent, part-time employees who are regularly scheduled to work at least 20 hours per week, per City Council designation, in those classifications listed in Article 15 and Appendix A. Membership shall include similar administrative, clerical, and maintenance positions that are not included within other City unions (with the exception of call firefighters, rescue personnel, crossing guards and School Department employees), and those otherwise exempt.

Employees of the Westbrook General Unit, pursuant to Title 26 M.R.S.A. Section 963, shall be afforded the free and unrestrained right to join the Union voluntarily and to participate in its activities. Neither party shall directly or indirectly interfere with, intimidate, restrain, coerce, or discriminate against any employee in the exercise of those rights.

- B. The City agrees to deduct Union dues from those employees who are Union members and who maintain on file with the City a signed dues deduction authorization card. The amounts to be deducted shall be certified to the City by the Treasurer of the Union, and the aggregate deductions of all covered employees shall be remitted together with an itemized statement to Teamsters Local Union No. 340, by the 15<sup>th</sup> of the month following deductions. The Union shall indemnify and hold harmless the City against all claims and suits, which may arise as a result of deductions or other action taken pursuant to this section.

If an employee has no check coming to him or her, or if the check is not large enough to cover the amount to be deducted, no deduction will be made for that pay period. However, the amount shall be deducted from the next paycheck that is large enough to cover the deduction.

- C. All of said employees, as City employees, will regard themselves as governed by the highest degree of honor and integrity in all their public conduct and work assignments. They shall maintain a good personal appearance in order that they shall merit the respect and confidence of the general public. Employees are to observe good safety practices in the conduct of their duties as City employees and shall see that any City property and/or equipment, which is in their custody, is properly cared for.

### **ARTICLE 3 – PROBATIONARY PERIOD**

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

### **ARTICLE 4 – SENIORITY**

An employee's seniority date shall be their first date of work within the General Unit. The City of Westbrook shall establish a single seniority list naming all the employees of the bargaining unit and it shall be brought up to date as of January 1<sup>st</sup> of each year, and a copy shall be posted on the union bulletin board for a period of not less than thirty (30) days. A copy of same shall be mailed to the Secretary-Treasurer of the Union, and the Stewards. Any objections to the seniority list as posted shall be reported in writing to the City of Westbrook within thirty (30) days or it shall stand as approved. Seniority begins when an employee enters the General Unit bargaining unit. If more than one employee should have the same seniority date, the employee with the earliest start time of that date shall prevail. Should more than one employee have the same start time on the same date, the date of hire with the City shall prevail. If this does not resolve the issue, a method such as a coin toss or drawing a name shall determine the senior person.

### **ARTICLE 5 – NON-DISCRIMINATION – BULLETIN BOARDS – UNION ACTIVITIES**

- A. The provisions of this agreement shall be applied equally to all employees covered by the agreement without regard to race, color, national origin, gender, gender identity, age, sexual orientation, marital status, religion, disability status, protected veteran status, and parental status. The City agrees not to interfere with the rights of employees to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the City or any City representative against any employee because of union membership or because of any activity related to Union business which is not contrary to the provisions of this contract. The Union agrees to fairly represent without discrimination all members of the bargaining unit.
- B. The City agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union, including a glass enclosed bulletin board at City Hall. The Union shall limit its posting of notices and bulletins to such bulletin boards. All notices, lists or other materials required by the terms of this agreement to be posted by the City shall be posted on these bulletin boards.
- C. The City agrees that employees may on City time and on City premises conduct the following Union activities: Collect Union dues, fees or assessments (if not collected by the City), post notices, distribute literature, communicate with City representatives on contract interpretation

or application, investigate grievances of employees; provided that such activities in the aggregate do not exceed four hours in any one week. Scheduled Step 3 grievance hearings and arbitration hearings shall not be included in the four-hour time limitation.

Members of the Union negotiating team may, when negotiating sessions are scheduled during their assigned shift, participate in such sessions without loss of pay or other benefits, but shall not be compensated for negotiating outside of their assigned work schedule.

It is agreed that representatives of the Union, including local representatives, or International representatives, shall have full and free access to the City's premises during working hours to conduct Union business. A list of such authorized Union representatives shall be furnished to the Mayor by the Union.

Union activities on City time and City premises, as allowed by this section, shall be scheduled, and conducted in a manner so as to minimize interference with the work of the department involved.

## **ARTICLE 6 – LAY-OFFS, CONTRACTING OUT, PART-TIME EMPLOYMENT**

- A. In the event that any departmental activity is eliminated or otherwise curtailed by the City, which action results in the reduction of the number of employees determined by the City to be necessary, City will make lay-offs in the order of inverse seniority, provided that temporary, part-time and probationary employees in the same job class shall be laid off before permanent full-time employees. Seniority, for the purposes of layoff, shall be determined as defined by Article 4 – Seniority.
1. Employees, whose positions are eliminated, shall have the right to replace any employee with less seniority in an equal or lower job classification, provided they is qualified for that job classification or has held that position in a department within the last five (5) years. Employees thus bumped from their positions shall, if qualified, have the right to bump less senior employees in equal or lower job classifications. A qualified full-time employee shall have the right to replace a less-senior part-time employee, if qualified. However, no part-time employee shall have the right to “bump” a full-time employee, irrespective of seniority.
  2. An employee who has a minimum of ten (10) years' service with the City, and who has exercised bumping rights to replace an employee in a lower pay classification, shall be placed on that step on the lower pay classification that is most equivalent to their current rate of pay; however, in no event shall the rate of pay exceed the maximum step for the new classification.
  3. Qualifications for replacing an employee with less seniority in an equal or lower job classification shall be determined by testing for skills required in the job description. Standardized testing shall be administered by an independent contractor and will be based on the required components of the job description. An employee whose position has been eliminated and is seeking to exercise bumping rights will be allowed to take

up to a maximum of three (3) skills tests in the 30 days following the date of layoff. If the testing procedure concludes and it is determined that the employee is not qualified to bump into the position(s) identified by the employee, s/he will be notified of final layoff.

4. In the instance an employee is deemed “qualified” for a new position the employee will be subject to a probationary period, not less than 6-months, during which time the employee’s suitability for the role will be evaluated. After 90 days in the new position, the employee’s supervisor will be responsible for identifying, in-writing to the employee, areas in need of improvement. At the conclusion of the probationary period should the employee’s performance not warrant continued placement in the position the employee will be subject to the same separation package offered by the City at the time the employee’s initial position was eliminated.
  5. No new employee shall be hired until any qualified employee on lay-off status has been given an opportunity to fill the vacancy. Employees on lay-off status desiring to return to work, and who are qualified for the vacancy, shall be rehired according to seniority. The right of a laid-off employee to be rehired, if qualified, to fill a vacancy shall continue for a period of fifteen (15) months from the date of lay-off provided the employee, during that period, has not resigned, and provided that the employee notifies the City of their continued interest each six (6) months. The employee will be notified, in writing, of this requirement at the time of lay-off.
- B. The Mayor is authorized to appoint, annually, a Municipal Arborist of their choice. The Mayor may select a union employee for such an appointment, which shall not affect the employee’s right to participate in union activities.
- C. The parties agree that, in the event that the City contracts out for goods and services, full-time employees of the Unit will not be laid off as a result, although the work force may be reduced by attrition. City and Union further agree that such contracting out restriction shall not apply to those Unit employees hired after July 1, 1997, during the term of the current Agreement or for a period of 12 months from the date of hire --which ever is longer. Neither shall said restriction apply to part-time personnel. In entering this Agreement, which provides for the inclusion of designated regular part-time employees in the bargaining unit, the Union acknowledges the City’s ongoing practice of using regular part-time employees to augment the municipal workforce, motivated by a desire to provide the best customer service to its citizens, while keeping within budget restrictions. In entering this Agreement, the City reaffirms that its intent is not to replace full-time positions with part-time personnel or to otherwise piecemeal what should be full-time positions with several part-time jobs.

## **ARTICLE 7 – WORK HOURS**

- A. The basic workweek for all full-time employees shall be five (5) consecutive days, forty (40) work hours per week. Except as otherwise provided in this contract, employees who work more than eight (8) hours in a single day shall be paid time and one half (1 ½) for hours worked

beyond 8 hours, and employees who work eight (8) hours or less in a single day shall be paid for hours actually worked.

- B. Positions identified in Appendix C may be assigned to work an irregular schedule as their basic workweek. Irregular schedules will fall within the basic workweek as defined in Section A and may include morning, evening and weekend programming and may exceed 8 hours in a single day. Changes to established schedules shall be made with a minimum of five (5) days advance notice unless the notice period is waived by mutual agreement. Positions identified in Appendix C will receive overtime for any hours worked beyond 40 in a workweek; they will not be eligible for the daily overtime provision.
- C. In fairness to citizens, all unit employees will be expected to promptly report to their workstations, prior to the commencement of customer service hours; to return promptly after lunch and authorized break periods; and to complete their customer and clerical transactions at the end of the day. Tardiness, including the practice of “wandering in” or “wandering off,” even if setoff with off-duty time, will not be tolerated, and shall constitute cause for discipline.
- D. With one week’s prior notice, the City is authorized to schedule employee workday(s) hours to commence and to end up to one hour earlier or later than their regular hours of work, without incurring overtime as a result. The employee’s supervisor shall indicate the duration of this flextime at the outset.
- E. With the exception of Public Services employees, all unit members will have a 30-minute unpaid lunch break. Lunch or meal periods shall be as close to the middle of the work period as practicable, given the staffing needs of the department involved. Morning and afternoon paid breaks of fifteen (15) minutes maximum duration may be granted by the Department Head, or their designee, if the workload permits. The Department Head, or their designee, shall determine the time for said breaks. Public Services employees having a straight 40 work schedule (e.g., 7AM – 3PM) shall receive a twenty (20) minute paid lunch period. One paid ten (10) minute break may be granted by the Department Head, or their designee, if the workload permits. The Department Head, or their designee, shall determine the time for said breaks.
- F. The following provisions shall apply specifically to Operations Supervisors:
  - 1. Assignments to shifts with hours between 6:00PM and 6:00AM shall be voluntary provided that if no employees within that classification accept the assignment, the City may assign the least senior employees in the classification to fill that shift. No employee shall be required to work after hours assignments for more than fifteen (15) consecutive days. After hours assignments for which no volunteers exist shall rotate every fifteen (15) days in order of inverse seniority.
  - 2. Nothing herein shall be construed to limit the authority of the City to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the City has no control. Such emergency

assignments shall not extend beyond the period of such emergency. It is agreed that such emergency assignments are not intended to restrict or eliminate overtime.

3. Operations Supervisors whose assigned shift includes hours between 6:00PM and 6:00AM shall be paid a wage differential, added to the base hourly wage for all hours worked as part of their assigned shift between 6:00PM and 6:00AM. A wage differential of \$4.00 per hour shall be paid for said after hours shifts.

## **ARTICLE 8 – PERSONNEL FILES**

An individual personnel file shall be kept on all employees of the departments, and a copy of all items placed in his or her file shall be given to the employee upon written request. An employee may inspect his or her file at any time during normal business hours when Human Resources staff are available and may submit a written request for corrections of any errors or omissions. However, as required by Title 30, M.R.S.A., Section 2257, personnel files are otherwise confidential, and information therein shall be released only in accordance with law and/or with the written authorization of the employee.

## **ARTICLE 9 – DISCIPLINE**

No bargaining unit member shall be disciplined by the City without just cause. Just cause may include, but is not limited to the following: violation of any work or safety rules established by the City; insubordination; neglect of duty; negligent performance of duty; failure to report for work without notice and without good cause; violation of the sick leave provisions of this contract; destruction of City property; sleeping on duty; dishonesty; coming to work under the influence of drugs or alcohol; drinking intoxicants or taking drugs on the job (except where such drugs are authorized by a physician and notice has been given to the Department Head).

Disciplinary action shall include the following: oral reprimand; written reprimand; suspension; demotion; discharge. The employee shall sign a written acknowledgement of any oral reprimand and receive a copy thereof. The City agrees to apply the principles of progressive discipline but reserves the right to determine which level of discipline is appropriate to the particular offense committed. Disciplinary demotion shall not result in the layoff or discharge of other employees.

The parties agree that supervisory positions have a major leadership role and, as supervisors, are responsible for setting an example for other non-supervisory employees. As a result, thereof, supervisory employees may be held to a higher standard of performance than non-supervisory employees.

No employee shall be suspended without pay, demoted, or discharged except upon written notice stating the reasons therefore, except in cases of gross misconduct or where the Department Head determines that the employee's continued presence on the job represents a potential danger to persons or property or would interfere with the operations or safety of the Department. In all cases written notice shall be given to the employee within five (5) working days of the effective date of the disciplinary action.

Information regarding minor infractions and discipline (oral and written warnings) shall not become the basis for further disciplinary action or to increase the severity of any disciplinary action after twelve (12) months. Information regarding infractions and discipline of a serious nature shall not become the basis for further disciplinary action or to increase the severity of any disciplinary action after twenty-four (24) months. Information regarding infractions and discipline may be taken into consideration in the event disciplinary action against that employee on any matter occurs within the specified time period. If such further disciplinary action is taken, the time period for “inactivating” records of disciplinary records in the personnel file will recommence as of the date of the subsequent disciplinary action.

All instances of complaints or accusations against a General Unit employee shall be supported by a written complaint signed by the complainant. The employee and the Union shall be notified within seventy-two (72) hours of such complaint and shall be told of the allegations of the complaint, unless it requires criminal investigation regarding employment with the City of Westbrook, when the notification period will be extended until such time as the investigation is complete.

## **ARTICLE 10 - DISPUTE RESOLUTION**

- A. For purposes of this agreement, a grievance is defined as a dispute between the parties as to the meaning or application of a specific term or provision of this contract. Any written grievance submitted shall specifically identify the Article, Clause, Section and alleged violation and the precise remedial action requested.
- B. The following procedures shall be used in the handling of grievances provided that time limits may be extended by mutual consent of the parties; such extension requests and responses to the same shall be in writing and copies shall be forwarded to all the parties involved:

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

Step 2. If the grievance is not satisfactorily settled at Step 1, a written grievance may be filed within ten (10) working days from the date of when the Step 1 response is due. The Department Head shall hold a hearing on the grievance within ten (10) working days from receipt of the grievance. The employee and/or shop steward shall be given an opportunity to present their case and to respond to any evidence or allegations of the City. The Department Head shall issue a written response to the employee and/or shop steward to the Step 2 grievance within ten (10) working days after the hearing.

Step 3. If the grievance is not satisfactorily settled at Step 2, the employee and/or Union may request a Step 3 hearing with the Mayor or their personnel representative within ten (10) working days of the date after the Step 2 response is due. The Step 3 hearing shall be held within ten (10) working days of the request. The Mayor

or their representative shall respond in writing to the union, the Union steward, and the employee within ten (10) working days of the Step 3 hearing.

Step 4. If the dispute remains unresolved, the employee and/or the Union may within ten (10) working days after the Step 3 response is due request in writing that the dispute be submitted to arbitration in accordance with the following:

- a. The parties shall, within ten (10) days of the request for arbitration mutually agree on an arbitrator. If the parties fail to mutually agree on an arbitrator, the requesting party shall make application to the American Arbitration Association in accordance with that organization's then existing rules for the selection of an arbitrator to decide the dispute. Expenses for the arbitrator and arbitration proceedings shall be divided equally between the parties. Each party shall bear the expense of preparing and presenting its own case including payment of its representatives and witnesses. A verbatim record may be made at the expense of the requesting party. A copy of such record shall be made available to the other party and the arbitrator.
- b. As an alternative to the selection of a single arbitrator as set forth in subsection a., the parties, upon mutual consent, may request that a tri-partite panel of the Maine Board of Arbitration and conciliation be selected to serve as the arbitrator. All procedures and standards of review set forth herein shall apply to their determination.
- c. Grievance involving disciplinary action, layoffs, demotions, transfers shall be subject to the grievance procedure, but no arbitrator shall have the power to substitute their judgment for that of the City or to overrule the decision of the City unless they finds that the City acted arbitrarily, in bad faith, without reason and in violation of the specific terms of this agreement.

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

1. The authority of the arbitrator is limited to disposing of the precise issue submitted.
2. If either party raises the issue of arbitrability, the arbitrator shall make a preliminary ruling on the issue subject to appeal by either party to a court of competent jurisdiction.
3. The arbitrator's decision shall be consistent with the laws of the State of Maine.
4. The arbitrator shall have no authority to alter or to add to any terms of this contract or to impose on the City any duty, responsibility, or limitation not expressly set forth in this contract.

- C. The City shall have the right to process grievances beginning at Step 3 through arbitration in accordance with Section B.
- D. To provide for the mutual resolution of conflicts involving Federal, State or Local laws, regulations and rules which affect the employees of the department, the Union may process grievances concerning such laws, regulations, or rules through Step 3 of the grievance procedure established in this Article. Such grievances are not subject to Step 4 (arbitration) of the grievance procedure.
- E. Periodically, at a time agreeable to both the Union and the City of Westbrook, a committee of three representing the Union, shall meet with the Management of the City of Westbrook for the purpose of reviewing matters of mutual interest with the intent to eliminate problems before they become grievances, and to further report on conditions of a nature important to the contract.
- F. The following appeals process is established for disputes concerning performance evaluations. After receiving their performance evaluation, an employee may request a hearing with the Human Resources Director and/or the Department Head and a Union representative. Any disputes with the content of the performance evaluation are subject to further appeal directly to the Mayor or their designee under the provisions of this article.

## **ARTICLE 11 – MANAGEMENT RIGHTS**

The Union agrees that the City has the sole and exclusive right to manage its operations and retains all management rights, whether exercised or not, unless such rights are limited by the specific and express terms of this contract. Such rights and powers include but are not limited to the following:

1. To determine the mission, location and size of all departments or divisions thereof.
2. To direct the work force.
3. To design and administer a personnel system including the examination, recruitment, selection, hiring, appraisal, training, retention, promotion, assignment, or transfer of employees.
4. To design and administer a program of periodic employee performance evaluations.
5. To establish specifications for each job classification and to reclassify new or existing positions, provided that such reclassification shall not result in the reduction of wages for the reclassified employee.
6. To determine the size and composition of the work force.
7. To make temporary and/or permanent layoffs at the City's discretion.
8. To contract out for goods and services, provided such contracting out will not result in the layoff of employees in the unit, but the City may reduce the work force by attrition.
9. To install new, changed, or improved methods of operations.
10. To take whatever actions it may determine are necessary to carry out the missions of the departments or divisions thereof in situations of emergency.

Nothing in the Article shall be construed to deprive unit members of any rights specifically set forth in this contract.

## **ARTICLE 12 – DEPARTMENTAL RULES**

- A. The City may adopt work rules and safety rules for the operation of the departments and the conduct of its employees provided such rules do not conflict with the express written provisions of this contract.
- B. When existing work or safety rules are changed or new rules established, they shall be posted prominently on all bulletin boards to become effective ten (10) days after posting.
- C. During the said ten (10) day period the City, upon request, will meet with the Union and consider any suggestions relating to the proposed rules.
- D. Disputes regarding an alleged conflict between the proposed rules and this contract are subject to the grievance procedures established in Article 10, provided that Paragraph B, Step 1 is commenced within ten (10) working days after the ten (10) day posting period.
- E. Within six (6) months after execution of this Collective Bargaining Agreement, the City will furnish to each employee in the unit a set of written work rules and safety rules and disciplinary rules, if any. The City will furnish each new employee with a set of such rules when such new employee gains permanent employment status in the unit.

## **ARTICLE 13 – NO STRIKES OR LOCKOUTS**

The Union agrees that there shall be no strikes, slow downs, or any interference with the efficient operation of the management of the City; and the City agrees that there shall be no lockout of its employees during the term of this contract.

Employees of this unit shall not, under any circumstances, participate in any strike, slow down or other job action involving other members of this unit or any other City Union, exclusive of legally conducted informational picketing. This prohibition applies even where such strike, slow down or other job action is provoked or otherwise justifiable. Violation of this provision shall constitute just cause for dismissal.

## **ARTICLE 14 – OVERTIME**

- A. When employees are required to work beyond forty (40) hours per week, or in excess of eight hours (8) daily, whichever is greater, they shall be paid time and one half (1 ½) for the hours worked in excess of those standards. Positions identified in Appendix C will receive overtime for any hours worked beyond 40 in a workweek; they will not be eligible for the daily overtime provision. Hours compensated at an overtime rate shall not be used in the calculation of additional overtime (“pyramiding”).

The computation of “hours worked” for overtime purposes shall include vacation, holiday, bereavement time, and family and personal sick time but shall not include all forms of compensating time.

Upon written agreement between the employee and the Department Head, overtime work may be compensated through use of compensatory time off, which may be used in a work week other than the one that it was earned. However, this use of compensatory time is subject to the following restrictions:

1. Compensatory time is not considered hours worked for purpose of overtime calculation.
  2. Compensatory time is placed on the books at a rate of time and one half (1½), which is equivalent to the rate that it would have been paid at if the overtime had been paid in the period that it was earned.
  3. Each employee is allowed to earn no more than sixty (60) hours cumulative, in any calendar year. (40 hours at time and one half (1½)).
  4. The ability to use accrued compensatory time is solely at the discretion of the Department Head. However, an employee who feels that their ability to use compensatory time has been unfairly withheld may seek relief through the Mayor's office. It is understood that the decision of the Mayor or their designee is final and binding on all aspects of this provision and not subjects to any grievance process.
  5. Earned and unused compensatory time shall be paid out the second pay date in December of each year.
- B. Any employee called back to work after having left their place of employment shall be guaranteed a minimum of four (4) hours at time and one half, which shall not be counted as actual hours worked toward overtime. The employee and the Department Head may agree to any other mutually satisfactory arrangement regarding occasional callbacks including some reasonable amount of compensating time off within the same pay period in lieu of pay. Where a callback results in the employee working more than four (4) hours, the rate of pay shall be computed as provided in Section A of this Article.
- C. Any unit member who requests, is asked, or otherwise mutually agrees to work a flexible schedule on either a temporary or as agreed upon basis in order to provide morning, evening and weekend programming for the Citizens of Westbrook will not be eligible for the daily overtime provision (hours worked in excess of eight (8) per day). Should the employee be temporarily mandated to work greater than eight (8) hours in a day, involuntarily, the daily overtime provision shall apply. Under no circumstances will employees be permitted to waive their right to overtime compensation, or comp time in lieu of overtime, for hours worked in excess of forty (40) per week.
- D. Those required to attend evening meetings of the City Council and other meetings of City boards and committee shall be paid a guaranteed minimum of two (2) hours at time and one half, which shall not be counted as actual hours worked toward overtime. The employee shall have the option of placing such work hours on the books as compensating time, in lieu of overtime pay, at the rate of time and one-half (1½). Such time may be accumulated up to forty 40 hours and may be taken off at a time mutually agreeable with the department head. This compensating time off shall be considered "Meeting Compensating Time" and henceforth not subject to the other provisions listed in the previous section.

- E. Employees shall not perform work, including checking emails, after having left their place of employment without the express permission of their Department Head. Any employee who must respond to a work-related phone call or text message after having left their place of employment shall be guaranteed a minimum of fifteen (15) minutes at straight time for all interactions exceeding six (6) minutes in duration, or when the aggregate of said interactions during a single day exceed six (6) minutes in duration. Such time shall count as actual hours worked for the purpose of calculating overtime. The employee will be responsible for accurately recording such time and submitting as part of the normal weekly timekeeping procedure.
- F. Upon seven (7) calendar days' notice, a department can call an all staff meeting. Employees who attend said meeting will be guaranteed a minimum of one (1) hour at straight time, which shall count as actual hours worked toward overtime.
- G. Notwithstanding Article 7A, during winter operations, Nov 15 to April 15, Operations Supervisors will be paid the overtime rate for all hours worked outside their regularly scheduled shift.

#### **ARTICLE 15 - JOB CLASSIFICATION AND PAY PLAN**

- A. The pay scale for those regular full-time and part-time classifications, properly includable within the bargaining unit after six months, is attached as Appendix A, and is incorporated herein.

The parties agree to the principle that work traditionally assigned to the classifications shown on such pay plan shall continue to be assigned to such positions. The Union expressly acknowledges, however, that an employee may be expected to perform work not traditionally assigned such classification, grade, or job. The Union further agrees that the major responsibility of such municipal employees is to serve the best interest of the citizens of Westbrook, as defined by those legally empowered to define that best interest. That service includes, but is not limited to, prompt, thorough, and outstanding customer service. To meet that standard, the parties agree that an employee shall be expected to perform other work in circumstances where qualified employees are not readily available; where customer service would be improved; where emergencies and critical situations exist; where tasks outside an employee's classification description are part of their normal tasks; and where training and personal development is taking place.

The parties agree that the City shall maintain a job description for each job classification in the unit, which shall describe the duties considered necessary to perform the principal functions of the job. In the event that the duties of a classification are substantially altered or augmented, on a permanent basis, the City shall revise the job description accordingly, and shall so inform the Union in writing. At a minimum, the City agrees to review essential position requirements and duties biennially and incorporate changes or additions to existing job descriptions. Either party, at the request of the other, may meet to discuss the impact of the revision(s) on employees. Even if the City and Union disagree regarding the resulting impact, the affected employees shall perform such work as assigned. The wage classification step shall be

maintained or revised, in accordance with City's application of existing job evaluation criteria. Should the Union disagree with the assignment of the classification to a particular wage step, it may refer the matter to Step 3 of the grievance procedures, within 30 working days after the discussion between the parties is concluded. All disagreements as to whether the impact of an assignment violates any provision of this Agreement, is subject to the grievance procedure. However, all assignments shall be generally considered in compliance with this section, unless the assignment is found to be a willful violation, repetitive intent to violate, or occurs because of gross negligence of the City.

- B. Newly hired employees, and employees transferring to a position within the General unit from another union or non-union position, may be placed up to Step 7 of the appropriate Grade for the position for which they are hired based on relative experience and other factors. A new hire may be placed above Step 7 based on relative experience and other factors provided that all other employees within the same job classification who are below Step 7 (as of the new employee's date of hire) shall advance one step for each step above Step 7 at which the new employee was hired.

*Example 1. A CSRII is hired at Step 9. The existing CSRII is on Step 3 as of the new employee's date of hire and would consequently advance to Step 5.*

*Example 2. A CSRII is hired at Step 7. The existing CSRII is on Step 5 as of the new employee's date of hire and would thus remain at their step.*

- C. Step promotions will be based on their employment anniversary date. The "minimum time between steps" shall be observed between all such promotions, however, there is no minimum time between changes in grades.
- D. An employee who is promoted to a higher-level position shall be moved to that step on the scale that is most appropriate based on relative experience and other factors, providing the promotion results in a minimum 5% increase. This provision shall not apply to instances of position reclassification. Should an employee's position be reclassified, the employee shall remain at their current step.
- E. As described above, employee performance evaluations will be performed every year for each employee on their anniversary date. The performance evaluation form will be designed, administered, and modified by the City. A rating of "Meets Expectations" or better on the performance evaluation will be required for a step promotion. In the event that an employee's performance evaluation is not completed in a timely fashion (within 30 days of the due date), the employee may appeal to the Mayor's Office for relief. The Mayor or their designee will immediately take action to ensure that the situation is resolved in a fair and unbiased manner within 10 business days of the appeal. Any disputes with the content of the performance evaluation are also subject to further appeal directly to the Mayor or their designee under the provisions of Article 10 – Dispute Resolution.

- F. Employees in the classifications of Operations Supervisor in charge of vehicle maintenance and Wastewater Supervisor shall be eligible for the ASE Certification and Wastewater License stipends as follows;

The Operations Supervisor in charge of vehicle maintenance is eligible for twenty-five cents (\$0.25) per hour incentive on their base rate of pay for up to five (5) Public Services related ASE/EVT certifications.

The Wastewater Supervisor is eligible for fifty cents (\$0.50) per hour on their base rate of pay for each one of the following:

Wastewater Operator III \$0.50 per hour

Wastewater Operator IV \$0.50 per hour

Any unit employee who is appointed Municipal Arborist and assumes those duties will receive an additional incentive of \$1.25 per hour on their base rate of pay for the period of time for which they hold the designation.

- G. Operations Supervisors who obtain and maintain a Pesticide/Herbicide Master Applicators License will receive forty dollars (\$40) per day stipend while supervising licensed applicators engaged in spraying.

Licensed Master Applicators will follow all Federal, State, Local Statutes, Maine Bureau of Labor Standards and Maine Board of Pesticides Control Rules and Regulations when engaged in spraying applications. Master Applicators will work with the Applicators to ensure proper notifications (where required), safety controls, proper storage, and clean-up SOPs are in place and followed. Master Applicators will maintain records as required by their license and work with the Applicators to file mandatory year end reports to the State. Master Applicators will ensure that their license is kept current and up to date by attending training as required and ensure that all Applicators under their supervision are properly licensed as well. Management reserves the right to limit the amount of Master Licensed Applicators on staff at Management's discretion.

## **ARTICLE 16- CUSTOMER SERVICE PLAN**

Current members of the unit who received an hourly paid stipend as a result of the former Customer Service Plan, during the period of July 1, 2012, to June 30, 2015, will continue to receive the stipend(s), at the existing monetary level, until they separate employment with the city, or are otherwise no longer members of the General Unit. No other member shall be eligible for said stipend.

## **ARTICLE 17 - VACATIONS**

- A. All personnel covered by this agreement shall be entitled to earn vacation time for any month in which they are paid for 16 or more days. One day shall be computed as eight (8) hours. Vacation time also shall be granted to qualifying permanent part-time employees based on

their regular hours of work, averaged over their work week (e.g., 20 hours worked divided by 5 = a 4-hr. vacation day). Employees will be earned based on years of credited relevant work experience deemed at the time of original hire and memorialized in the offer letter according to the table below. The determination is not grievable.

<b>Years of Experience</b>	<b>Days per Year</b>	<b>Days per Month</b>	<b>Weekly Full-Time Accrual Rate (Hours)</b>	<b>Monthly Full-Time Accrual Rate (Hours)</b>
Under 5 Years	12	1.00	1.85	8.00
5 Years	18	1.50	2.77	12.00
10 Years	21	1.75	3.23	14.00
15 Years	24	2.00	3.69	16.00
20 Years	25	2.08	3.85	16.67
25 Years	26	2.17	4.00	17.67
30 Years	27	2.25	4.15	18.00

Upon signing of the contract, all current employees will be placed on the accrual table relative to their current step placement on the current pay scale effective as of signing of contract with no retro accrual available.

Vacation time will be available for use by the employee as it is earned. Newly hired employees may utilize accrued vacation time following successful completion of the probationary period. Vacation time up to one week shall be requested from the Department Head at least one week in advance. Vacation time in excess of one week shall be requested from the Department Head at least two (2) weeks in advance. Vacations shall be granted and scheduled at the Department Head's discretion. No more than twenty (20) days of vacation leave may be taken at any one time without the approval of the City Administrator and the Mayor.

The vacation leave bank may go into a negative balance no more than 20 hours for full-time employees and 10 hours for part-time employees. In the case of a negative balance, any leave taken beyond the threshold mentioned above will be unpaid.

In case a holiday falls within the vacation period the holiday shall not be considered a vacation day. Sick leave or official leave of absence shall not constitute a break in the service record.

Vacation days may be carried over from one calendar year to the following calendar year up to a maximum carry forward in any given calendar year of the number of vacation days which the employee was entitled to earn in the last calendar year.

- B. Employees who are separated from the City, and who have accrued vacation to their credit at the time of separation, shall be paid the wage equivalent to the accrued vacation on record as of the last full month of service. Vacation shall be prorated for separation and retirement purposes on a monthly basis after anniversary attainment at the rate of days per year received. One month of service for vacation accrual is equivalent to sixteen (16) days worked. In the event that an employee covered by this agreement dies during the term of this agreement, their accrued vacation benefits, if any, shall be paid in wage equivalent to the beneficiary listed on

their City of Westbrook Death Benefit Beneficiary Designation form. If no such form is on file the funds will be paid first to their surviving spouse, and then to their child or children, and if none to their estate.

- C. Employees will be allowed to sell back to the city up to ten (10) day vacation per year in the first pay period of December, provided they have taken two weeks of accrued vacation time away from work during the prior 12 months (December 1<sup>st</sup> – November 30<sup>th</sup>).
- D. Positions that involve maintaining financial records of any type, handling cash, receiving payments from customers, or approving requisitions, purchase orders, or contracts in the course of their employment with the City shall take a minimum of five (5) consecutive workdays away from the workplace during each fiscal year (July 1 – June 30). These five consecutive days may include any combination of vacation, holiday, and compensatory time off.
- E. Public Services Operations Supervisors shall be allowed one-week uninterrupted vacation during each winter operations season, provided no two supervisors are out at the same time. Additional uninterrupted time off may be granted at the discretion of the Department Head.

## **ARTICLE 18 - HOLIDAYS**

- A. The following holidays shall be paid holidays for the members of the unit: New Year's Day, Martin Luther King Jr's Birthday, President's Day, Patriots Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veterans Day, Columbus/Indigenous Peoples' Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. The Mayor shall designate the dates of the holidays, in accordance with official observance.
- B. An employee who works on a holiday, which falls on what would otherwise be a normal workday including Mondays which are deemed to be Holidays under this article, shall be paid double time their hourly rate for those hours worked, in addition to receiving their regular holiday pay. The holiday premium in this provision shall not form the basis for further overtime pay.

Any employee that works a compressed work schedule (e.g., four 10-hour shifts) will be paid the same eight (8) hours of holiday pay as all other unit members. These employees are required to make up the additional two hours of missed work time on another day, take two hours of accrued leave, or adjust their scheduled to eight (8) hour shifts for the holiday week.

For the below listed classifications only, those positions shall be paid double time their hourly rate for those hours worked, in addition to receiving their regular holiday pay, if required to work any of the above listed holidays in paragraph A;

- Building Superintendent
- Outdoor Facilities & Grounds Superintendent
- Assistant Outdoor Facilities & Grounds Superintendent
- Fields Technician
- Operations Supervisors
- Wastewater Supervisor

Notwithstanding other provisions of this Article, an employee who is absent from work on the next workday succeeding a holiday shall not be eligible for holiday pay unless the absence is due to approved vacation leave, injury leave, jury duty leave or sick leave.

## **ARTICLE 19 - SICK LEAVE**

- A. Sick leave will be granted regular full-time employees for personal illness or physical incapacity, including pregnancy, of such a degree as to render the employees unable to perform the duties of the assigned position. Up to five (5) days of accumulated sick leave per twelve (12) month rolling period may be used by the employee for illness of an immediate family member which the employee has primary care responsibility. The Department Head may require a physician's certificate after three (3) consecutive days of sick leave, or if the Department Head recognizes a pattern which indicates the abuse of sick leave by an employee. The City shall pay for the physician's certificate if the employee goes to the City's healthcare provider. If an employee chooses to go to their own physician, the City will pay the physician directly up to the amount that would otherwise be paid to the City physician.
- B. Call-ins to request sick leave shall be made directly to the Department Head or their designee.
- C. Fraudulent use of sick leave may be considered "just cause" for dismissal.
- D. Sick leave is earned at the rate of 1.8462 hours per week for full time employees working 40 hours per week and at a rate of 1.1530 hours per week for 25-hour part-time employees. This shall be computed as eight (8) hours for full-time employees working 40 hours. For part-time employees this shall be calculated based on the length of their average workday (e.g., 20 hr./wk. divided by 5=4 hr./mo. sick time). Sick leave may be accumulated up to a maximum of one hundred and twenty (120) days for employees hired on or before July 1, 1997, and up to a maximum of ninety-five (95) days for employees hired after July 1, 1997.

Employees hired before July 1, 1997, with 120 days or more in their sick bank shall sell back their remaining annual allowance, not to exceed twelve (12) days. Employees hired after July 1, 1997, with 95 days or more in their sick bank shall sell back their remaining annual allowance, up to the annual maximum, not to exceed twelve (12) days. The monetary value of sick leave accrued in excess of the eligible annual maximum number of days as of the last pay period in December, shall be deposited as an employee paid contribution into the employee's ICMA Vantagecare Retirement Health Savings (RHS) account by the last pay period in January the following calendar year, as provided for in this agreement.

Any employee, upon retirement, or upon separation in good standing, shall receive a pro rata share of accumulated sick leave days on the books, based on the following schedule:

<b>Sick days on the Books</b> <i>(Hired Before 7/1/1997)</i>	<b>Sick days on the Books</b> <i>(Hired After 7/1/1997)</i>	<b>Cash Value %</b>
Less than 25	Less than 25	25%
26 – 60	26 – 50	50%
61 – 90	51 – 75	75%
91 – 120	76 – 95	100%

- E. To receive the cash value of the unused sick leave, all employees must have had at least five (5) years of uninterrupted service with the city and left in good standing (i.e., not terminated). Otherwise, such an employee shall not be entitled to any sick time payment.
- F. Terminating or separating employees shall have the option of taking the same number of days as early retirement, instead of in monetary value. A good standing separation requires that the employee give the City at least fourteen (14) day notice of their or her intention to voluntarily terminate employment. In the event of death of an employee, their designated beneficiary shall receive the same monetary value of their net remaining accumulated sick leave; up to the eligible maximum based on the employee's hire date. If a beneficiary has not been designated to the City in writing, it shall be paid to the employee's surviving spouse, and then their child or children, and if none, to their estate.
- G. Employees who separate employment with the City in good standing who have a minimum of 10 years of service to the City and are at least 55 years of age will contribute 100% of their eligible sick leave pay out to their Retirement Health Savings plan (RHS).
- H. The City will provide unit employees access to an ICMA Vantagecare Retirement Health Savings (RHS) Plan as provided for in this agreement. Employees who have completed two (2) consecutive years of employment prior to January 1 shall thereafter on an annual basis sell back 50% of their earned, unutilized sick leave for that calendar year, not to exceed five (5) days. Adjustments to sick balances will be made during the first week of January of the next calendar year. The monetary value of said sick leave shall be deposited into the employee's Retirement Health Savings (RHS) plan by the last pay period of January as an employee paid contribution to the employee's RHS plan. Individual sick leave accruals will be adjusted accordingly. This section does not apply to those employees who have exceeded the maximum accrual in their sick bank and a deposit to their RHS is made under Section D.
- I. Full-time employees who do not use any sick leave in the previous 12 months (December 1 – November 30), will receive an attendance bonus of \$500 during the first pay period in December. This incentive is in addition to other sick leave provisions contained in this collective bargaining agreement.

J. Earned Paid Leave: The City shall provide Earned Paid Leave, effective January 1, 2021, in accordance applicable State of Maine law, 26 MRSA §637. EPL accrual and use will follow current City Human Resources operating procedures. Employees covered in a collective bargaining agreement will be able to use accrued sick or vacation time up to 40 hours per calendar year as EPL. EPL does not entitle an employee to any additional hours than already allocated in sick accruals under the City's existing policy and collective bargaining agreements sick accruals.

## **ARTICLE 20 - MISCELLANEOUS PAID LEAVE-ADMINISTRATIVE LEAVE**

- A. An employee shall be granted up to three (3) days paid leave of absence to attend funeral services for that employee's spouse, parent, child, brother, sister, grandparent, father-in-law, mother-in-law, grandchild, stepparents, step brother, step sister and step child. An additional two (2) days paid leave of absence may be granted upon request in the case of the death of an employee's spouse, child, or parent.
- B. For attendance at the funeral of an aunt, uncle, sister-in-law, brother-in-law, niece, or nephew or other relative living in the same household, an employee shall be excused from work for one (1) day with full pay.
- C. Special funeral leave may be granted at the discretion of the Department Head for the funeral of a fellow employee or close friend with time granted not to exceed one half (1/2) day.
- D. Jury Duty: An employee shall notify the city as soon as possible of their intention to serve as a juror. The employee will continue to be paid their regular weekly wages during their term on the jury and upon receipt of their jurors' pay will present an official statement of jurors' pay. If such jurors pay is less than the employee's regular wages for the period served as juror, the employee shall submit to the city that portion of the jurors pay which equals the wages paid to him for the period served as a juror.
- E. Employees may, with no loss of pay, attend Union conventions or Union meetings for a total of five (5) days per year, provided that at least thirty (30) day notice of intent to be absent for such purpose is given to the Department Head. Approval to be absent from the workplace is subject to the Department Head's discretion based on available staffing and the business needs of the department.
- F. An eligible employee will be granted an unpaid Family and Medical Leave of up to a total of twelve (12) weeks in a twelve (12) month period as defined in the provisions of the Family Medical leave Act and the per the City's Family Medical Leave policy.
- G. The City will provide Workers Compensation Insurance coverage for all employees. Any employee who sustains a personal injury by accident or compensable illness arising out of and in the course of their employment with the city shall receive, while on injury leave, a sum which, when added to the weekly Workers Compensation payment, will equal eighty percent (80%) of their or her regular weekly gross wage. Sick leave benefits, after the ninetieth (90)

day, will not accrue and holidays will not be paid while an employee is out on Workers Compensation leave.

- H. To assist employees to return to work as soon as possible following a non-work related or work-related injury or illness temporary light duty accommodations can be provided within the employee's home department if available then any other City department. This policy is not intended to supersede or modify the procedures applicable to employees eligible for reasonable accommodation under the Americans with Disabilities Act (ADA) or leave benefits under the Family and Medical Leave Act (FMLA), or Workers' Compensation law.

Light duty is defined as temporary, modified work assignments with the employee's physical and/or mental abilities, knowledge and skills that are less demanding than normal job duties. Assignments of light duty are not a right of employment.

For an employee to be eligible for light duty assignments, the employee must present documentation by their treating physician of their work restriction and have the expectation to return to unrestricted work. The employee cannot return to work without the release of their health care provider.

Light duty accommodations will be approved by the Department Head and are made available based on the business need of the department. The City cannot guarantee a light duty accommodation. Light duty will not extend beyond 90 calendar days and may be terminated at less than 90 calendar days. Light duty will be approved and monitored in 30-day increments by the Department Head. When there is a high expectation that the employee will be able to return to unrestricted job duties, light duty may be extended beyond 90 days. Assignments shall not affect an employee's pay classification, pay increases, promotions, retirement benefits, or other employee benefits. Any employee returning to a light duty position must not exceed these duties or go beyond the restrictions indicated by the health care provider. The Department Head will monitor work performance. Temporary light duty assignments are limited in number and variety and may be changed or terminated at any time. If the employee can perform their regular job duties within the limitations established by the treating physician, the employee will return to their regular duties, and these provisions do not apply.

In the event an employee refuses light duty work, the City is not obligated to provide an alternative position. In such cases, the insurance carrier, if the employee is collecting income protection benefits or workers' compensation benefits may discontinue payments based on the employee's refusal of light duty.

## **ARTICLE 21 - HEALTH INSURANCE**

- A. The City will provide Maine Municipal Health Trust PPO 500 Health Plan and Major Medical Insurance, or its substantial equivalent, for all union employees in positions designated as 30 or more hours. The City and Union agree that should the City propose an alternative health insurance plan and provider as a result of bidding out this coverage, the contract will be reopened for this specific item only.

The Employee Contribution shall be 12% of the total premium for each level of coverage. The employee contribution shall not increase more than 10% annually and employee contributions shall not exceed the following monthly amounts:

**Effective 1/1/2023**

Single	\$114.62
Emp. & Children	\$187.03
Family/Emp. & Spouse	\$257.13

For part-time unit employees in positions designated as less than 30 hours, the City will pay a pro-rated portion of such costs per the formula set forth in Appendix B for employees hired prior to ratification of the 2015 – 2018 contract. For part-time employees hired after ratification of the 2015 – 2018 contract, there shall be no option for proration of benefits.

The City agrees to provide a Health Reimbursement Arrangement (HRA) to reimburse employees Seventy-Five Percent (75%) of the total out of pocket expenses, based on in-network levels as defined by the plan. For employees enrolled in single coverage, the maximum HRA reimbursement will be \$1,500 annually and for employees with dependent coverage, the maximum HRA reimbursement will be \$3,000 annually. The City agrees to reimburse seventy-five percent (75%) of the deductible costs, based on in-network levels, and seventy-five percent (75%) of the co-insurance costs at the in-network level. The HRA will reimburse deductible and co-insurance costs from the initial cost incurred. Each claim will be reimbursed 75% through the HRA subject to the aforementioned annual maximums.

- B. The City shall continue to provide a dental care program for all union employees in positions designated as 30 or more hours, through Delta Dental, which will provide 100% coverage for diagnostic and preventive care (A), and 100% coverage for restorative (B), 75% for Prosthodontics (C), and 75% for orthodontics (D), up to the maximum contract yearly and lifetime benefits. Employees shall reimburse the City for 15 percent (15%) of the cost for coverage through payroll deduction. For part-time employees in positions designated as less than 30 hours, the City will pay a pro-rated portion of premium costs per the formula set forth in Appendix B for employees hired prior to ratification of the 2015 – 2018 contract. For part-time employees hired after ratification of the 2015 – 2018 contract, there shall be no option for proration of benefits. It is recognized that this dental health care program may be subject to changes beyond the control of the City.
- C. Employees will be offered the opportunity to voluntarily withhold pretax contribution from their regular weekly payroll check into a flexible medical spending and/or daycare spending account, under the provisions, rules, and regulations of Section 125 of the Internal Revenue Code, as amended from time to time. In no case will the City pay for the subscription level to which an employee is not entitled by virtue of the number of people they may insure the Plan. Dependent status shall not include payment for student dependents over 26 years of age. For

any employee in a position designated as 30 hours or more, the City agrees to deposit into each such employee's Medical FSA account the amount of one hundred dollars (\$100) on an annual basis (following the 6-month probationary period for new hires). The City agrees to deposit a prorated amount of Medical FSA funds into the account of part-time employees in positions designated as less than 30 hours for those employees hired prior to ratification of the 2015 – 2018 contract. For part-time employees hired after ratification of the 2015 – 2018 contract, there shall be no City contribution.

- D. Any employee entitled to insurance coverage that can demonstrate coverage from another source, not City of Westbrook sponsored, can opt not to take the City's health insurance, in which event, the employee will receive taxable earnings equivalent to thirty percent (30%) of the corresponding premium payment.

## **ARTICLE 22 - VACANCIES**

"Temporary Vacancies" are existing positions which are not currently filled because of temporary illness, disability or other temporary absence of the employee assigned to that position.

"Permanent Vacancies" are (1) positions newly created by the City to which no one has yet been appointed or (2) existing positions which are not currently filled because of retirement or other termination of the employee holding that position. When a permanent position becomes vacant the City shall notify the Union in writing within ten (10) days of the vacancy, stating its intentions regarding the status of the position, i.e., to fill, to leave vacant, to refer to committee for study, etc.

Permanent vacancies will be posted for ten (10) calendar days. Such posting shall include the job title and a copy of any job description for the position. Employees in the bargaining unit may apply for the vacancy by submitting a cover letter and resume to Human Resources within ten (10) days of the date of posting. The City has a policy of promoting current employees to vacancies in higher classifications, but the City reserves the right to fill the position with the person it deems most qualified for the position. Between equally qualified applicants' current employees will be given preference.

Appointments and promotions of existing employees to permanent vacancies shall be subject to a six (6) month probationary review period. If, at the end of that period, the employee is not appointed to the position, or does not wish to be appointed to the position on a permanent basis, that employee shall have the right to fill any vacancy in an equal or lower job classification, provided that the employee is qualified for that job classification or has held that position in the department within the last five (5) years. Within 30 days of an appointment or promotion to a permanent vacancy, the employee may submit a written request to Human Resources to return to their previous position at the same step as was in effect prior to the appointment or promotion. The term "qualified" as used in this Article means that the employee meets the minimum requirements of the job description with respect to what is variously listed in the job descriptions as Qualifications, Pre-qualifications, Requirements of Work, Desirable Experience and Training.

Temporary Vacancies will be filled only when deemed necessary by the Department Head. The vacancy, if it is to be determined by the Department Head to be best qualified based on the transferee's experience and ability to perform the work. An employee thus transferred will remain in that position until the absent employee returns, the vacancy becomes a permanent vacancy, or the position is eliminated, at which time the transferee will return to their former position.

In situations where an employee is asked to assume the full duties of a higher classification for a period of more than ten (10) consecutive workdays, that employee will receive the higher classification pay for the entire period of service, beginning on the first day of service in that classification.

### **ARTICLE 23 - EDUCATION REIMBURSEMENT**

The City will reimburse eligible employees 75% of the cost of tuition for pre-approved job-related courses completed at an accredited institution of higher learning for a grade of "C" (or its numerical equivalent) or better. The City shall not reimburse for any grade below "C." In no case shall the City reimburse an amount greater than 75% of the equivalent prevailing in-state University of Maine System per credit hour tuition charges.

An eligible employee desiring to be reimbursed for a course must submit a written request for pre-approval to their Department Head a minimum of thirty (30) days before the first day of registration for the desired course. Educational plans must be pre-approved by the employee's Department Head and Department of Human Resources, with final approval resting with the Mayor's office. Consistent with current practice, all such plans must be in an educational endeavor related to their employment within the City. By definition, "job-related" is intended to cover training which is designed to improve the quality of an individual's performance at their job or similar position which they might reasonably be promoted into, and which will provide more efficient and/or economic service to the City and its citizens. "Job-related" shall also be defined to mean "direct benefit" to the City as opposed to "indirect benefit."

In no case shall the City pay for any courses for which the employee receives reimbursement from another source. The City reserves the right to deny courses deemed inappropriate due to course content or due to projected budgetary constraints. Employees who have been denied tuition reimbursement due to budgetary constraints will be given preference in the following budget year upon written request of the employee. Employees are required to pre-pay all costs subject to reimbursement. Claims for reimbursement must be submitted to Human Resources with a copy of an official transcript within 30 days of the receipt of a grade and prior to June 30<sup>th</sup> of every year. Reimbursements may be subject to taxation per IRS law. Attendance at these types of courses is not considered "hours worked." Should an employee for whom the City has provided for the cost of tuition voluntarily resign from their position with the City, they will immediately become responsible for the repayment of costs incurred based on the following schedule:

Last day of employment the City of Westbrook	Percentage of repayment due to
Is less than one year from the date of expense.	100% of the full expense incurred
Is 1 year up to 2 years from the date of expense.	50% of the full expense incurred
Is 2 years up to 3 years from the date of expense.	25% of the full expense incurred

## ARTICLE 24 – CLOTHING ALLOWANCE

- A. Those employees listed below will be eligible to participate in the Uniform Rental Agreement of their respective departments. If the department does not have its own uniform rental agreement, then the employee will be eligible to participate in the Uniform Rental Agreement of the Public Services Department.

OPERATIONS SUPERVISOR  
 ASSISTANT CODE ENFORCEMENT OFFICER  
 BUILDING SUPERINTENDENT  
 OUTDOOR FACILITIES & GROUNDS SUPERINTENDENT  
 ASSISTANT OUTDOOR FACILITIES & GROUNDS SUPERINTENDENT  
 FIELDS TECHNICAN  
 SUSTAINABILITY COORDINATOR  
 WASTEWATER SUPERVISOR

- B. Those employees in positions listed in Section A shall have the option to be reimbursed up to \$400.00 each fiscal year for the purchase of general work clothing instead of participating in the Uniform Rental Agreement. General work clothing must comply with dress code standards established by the respective department. Employees electing the reimbursement option will ensure that personally owned clothing will be neat and presentable and not in disrepair when reporting for work.

Eligible reimbursable expenses will be those incurred and submitted for reimbursement during the fiscal year from July 1 through June 30 and shall only include work pants/shorts, work shirts, footwear, and outerwear. Without exception, the employee must submit original receipts that are legible and that clearly detail the item(s) purchased, amount paid, and date paid, or the purchase will not be reimbursed. Under no circumstances will employees be reimbursed for unsubstantiated purchases, purchases for which no receipt is provided, or purchases that do not comply with dress code guidelines.

- C. Employees in positions listed in Section A that are required to regularly work outside in adverse weather conditions as part of normal job duties between November 15 – April 15 shall have the option to be reimbursed up to \$200 once every three (3) fiscal years for the purchase of a winter jacket. In order to qualify for reimbursement, the jacket shall be water-resistant and rated for temperatures below freezing. The jacket shall be labeled with the official departmental or City of Westbrook logo at the expense of the employee.
- D. All uniforms, protective clothing or equipment issued by the City (i.e. not subject to the reimbursement policy) shall remain the property of the City of Westbrook following an

employee's retirement, resignation or separation from employment with the City and must be returned within 7 days of the employee's last physical day of work; otherwise, the individual may be billed for the replacement cost of such property.

E. If any position listed above in Section A requires the employee to wear protective clothing as a condition of employment, the purchase of such clothing shall be reimbursable up to the maximum limits established below. Eligible reimbursable expenses will be those incurred during the fiscal year from July 1 through June 30. The employee must submit requests for reimbursement during the fiscal year in which the benefit is paid. Without exception, the employee must submit original receipts that are legible and that clearly detail the item(s) purchased, amount paid, and date paid, or the purchase will not be reimbursed. Under no circumstances will employees be reimbursed for unsubstantiated purchases or purchases for which no receipt is provided. New Hires are eligible for reimbursement; however, new employees hired within six (6) months of the start of the next fiscal period will be eligible for reimbursement of a pro-rated portion of the amounts for which they would otherwise be eligible based on their position. It is the union members' responsibility to ensure their protective clothing complies with the footwear and work glove policies and procedures as established by federal and state law and the City of Westbrook.

- 1) Employees in a position requiring them to wear ANSI approved safety boots shall be reimbursed up to two hundred twenty dollars (\$220) per fiscal year.
- 2) Employees in a position requiring them to wear both ANSI approved safety boots and work gloves shall be reimbursed up to three hundred dollars (\$300) per fiscal year.
- 3) The employee must submit original receipts that are legible and that clearly detail the item(s) purchased and amount paid, or the purchase will not be reimbursed. Eligible reimbursable expenses will be those incurred during the fiscal year from July 1 through June 30. The employee must submit a request for reimbursement during the fiscal year in which the benefit is paid. Under no circumstances will employees be reimbursed for unsubstantiated purchases or purchases for which no receipt is provided. New hires will be eligible to receive a pro-rated portion of boot and glove allowance hereafter successful completion of their probation period.

## **ARTICLE 25 – MILEAGE REIMBURSEMENT**

Eligible mileage reimbursement will be granted at the prevailing IRS rate for employees of this unit.

## **ARTICLE 26 - STORM POLICY**

The business of the City of Westbrook requires continuing operations during all except extreme conditions, although the safety of employees remains a primary consideration. City government will remain open for business as scheduled, except in situations where emergency conditions, such

as severe inclement weather, natural disasters, public disasters, or energy system failures, warrant closing or rescheduling.

Only the Office of the Mayor has the authority to make decisions concerning closure of municipal buildings and operations. During an official closing, all General Unit employees, except those who are defined as “emergency essential,” will be requested to leave work, if they are already present, or not to report for work.

Emergency essential employees are those whose duties and responsibilities are essential in carrying out critical operational or life safety services of the City. General Unit employees in the public safety and public services divisions, as well as other positions in the General Unit who serve essential business or support functions, shall be designated as “emergency essential.”

“Emergency essential” personnel can vary depending on the nature of the emergency, but include the following General Unit positions:

- Public Safety Office Coordinator
- Records Administrative Assistant
- Public Services Administrative Assistant
- Sustainability Coordinator
- Operations Supervisor
- Building Superintendent
- Assistant Code Enforcement Officer
- Outdoor Facility & Grounds Superintendent
- Assistant Outdoor Facility & Grounds Superintendent
- Fields Technician

All emergency essential employees will be required to report to work during the closing of Westbrook municipal offices if they were previously scheduled to work that day; and they also may be called by their supervisor to report on a day off.

Absent a notice of closing from the Mayor’s Office, each City department is expected to maintain a normal schedule, whether during a snowstorm, other inclement weather, or emergency. Individual departments will not make decisions regarding closure, early release, or delay in opening. The supervisors in each department and division are responsible for developing an internal communication mechanism to aid in communicating closure of municipal operations from the Mayor’s Office to employees.

During a closing declared by the Mayor’s Office, full-time employees, who are not emergency essential, will be compensated at their normal rate for the time they would have been scheduled to work. In the case of a late start or early closure, the employee must have reported to work to be eligible for compensation for the remainder of the day. For example, if municipal operations close at 3 p.m., non-essential employees leaving at that time from City Hall positions would also be compensated for the remainder of their normally scheduled workday, until 5 p.m. If the City closes for a full day, employees will be compensated for that day at their normal rate of pay, to a maximum of eight hours. Essential workers who are scheduled to work, and who do work that day,

will receive their normal pay for that period, without additional premium pay or compensating time off. Part-time employees, who are not emergency essential, will be compensated at their normal pay rate only if they were scheduled to work that day, and only for the hours scheduled to work.

During inclement weather, individuals are urged to exercise discretion and sound judgment regarding travel, since safe transportation to and from work depends on many factors, such as distance and specific road conditions in home areas. When an employee is concerned that road conditions are hazardous and might endanger safety, they should discuss with the Department head, or designee, the possibility of either reporting late or not coming to work that day, or of leaving early. Department heads are authorized to send a limited number of employees home or allow a number not to report to work, or report late, if it does appear that the weather or emergency is potentially severe, and that customer service and/or other operations of the department will not be adversely impacted.

In those situations in which a General Unit employee does not report or has left early, with the prior approval of the Department head or their designee, that supervisor has the discretion, based on the nature of the hazard, to allow an employee to make up time missed, either by working late that day or making up the time during the same work week. Otherwise, if the employee is unable to make up the full day of scheduled work, the Department Head may allow the taking of vacation time in lieu of the time missed.

An employee who does not report to work on time, or who leaves early, without prior approval by their Department Head or designee, may be subject to disciplinary action.

As stated above, the fact that an employee is required to work during emergency conditions or during skeleton municipal operations, while other hourly employees do not, shall not entitle that employee to extra pay, or to additional compensating time off. During closings, employees who were previously scheduled for sick leave, or who had pre-approved vacation or compensatory time off, must report such hours for that period of time, notwithstanding the closing of municipal operations.

These procedures apply to hourly employees of the Westbrook General Unit only. Short-term closure of municipal operations for severe weather or emergencies shall not be considered a "holiday" or "day off." The procedures and the closing of the Westbrook School Department during such events shall not apply to this Agreement.

## **ARTICLE 27 – RETIREMENT**

- A. All newly joining unit members who desire to be covered by a retirement plan, shall have the choice to enroll in either the Mission Square/ICMA 457/401(a) Plans or the Maine Public Employees Retirement System (MPERS) Regular Plan AC. Enrollment eligibility in the MPERS plan will be in accordance with MPERS regulations.

For all employees hired before the ratification of the July 1, 2012, to June 30, 2015 agreement who are enrolled in the Mission Square/ICMA retirement plan, the City shall provide a 3-to-1

match of employee contributions to the 457 plan up to two and one half percent (2.5%) of the employee's gross earnings and maximum employer matching contribution of 7.5%. The employer contributions shall vest according to the existing vesting schedule.

For all employees hired after the ratification of the July 1, 2012, through June 30, 2015 agreement and who enroll in the Mission Square/ICMA retirement plan, the City shall provide a 2-to-1 match of employee contributions to the 457 plan up to three percent (3%) of the employee's gross earnings and maximum employer contribution of 6%. The employer contributions shall vest according to the existing vesting schedule.

Employee contributions will be made to the 457 deferred compensation plan and the employer matching contributions will be made to the 401(a) plan.

The employee may change their elective contribution at any time during the year. Should the employee decrease their elective contribution to the 457 plan, the employer's matching contribution to the 401(a) plan will be decreased accordingly. Should the employee increase their elective contribution to the 457 plan, the employer matching contribution will be increased accordingly.

Federal O.A.S.I. (social security) shall be continued in force during the term of this contract. For those members joining the I.C.M.A.R.C. Plan, the City shall make available a long-term disability plan, which shall compensate the employee at a level of at least 60% of their weekly gross earnings until age sixty-five (65). The City shall contribute up to one (1%) percent of the employee's base wage toward the cost of the premium of such plan, with the employee contributing the remaining portion of the premium.

## **ARTICLE 28 – LABOR/MANAGEMENT COMMITTEE**

The City and the Union desire to provide the best customer service to our citizens possible. However, the parties realize the difficulty of providing answers to all questions which might arise during the life of any collective bargaining agreement.

Towards this end, the parties agree to utilize the labor/management committee process to deal with the unforeseen opportunities, events, details, and challenges to improving the services for our citizens.

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

## **ARTICLE 29 - ENTIRE AGREEMENT**

It is mutually agreed that all negotiable benefits or terms and conditions of employment affecting the members of the unit, which are not covered by the agreement, shall remain in full force and effect throughout the duration of this agreement. This contract may be re-opened for renegotiation only by mutual agreement of both the City and the Union.

## ARTICLE 30 - CONTRACT DATES AND TERMINATION

This Agreement shall commence upon the date of signing. It shall remain in full force and effect until June 30, 2023, except as hereinafter provided.

Catastrophic Event/Force Majeure. The parties agree that, in the event that an unforeseen financial crisis should occur during the term of this contract, which event seriously impacts the ability of the City of Westbrook and/or its citizens to meet budget obligations--by way of example, but not limited to, a decrease in the municipal valuation by \$50,000,000 or more, or the passage of a citizen or legislatively initiated tax cap of 1 ½% or less, or an equivalent reduction in revenues—then with 60-days written notice to the Union, the Agreement shall be considered terminated, and the parties both agree to renegotiate the terms of the contract. During the period of renegotiations, the provisions of the contract remain in full force and effect.

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

IN WITNESS WHEREOF the parties have set their hands this 29<sup>th</sup> day of November, 2023.

WITNESSED BY:

WESTBROOK GENERAL UNIT

\_\_\_\_\_

BY: \_\_\_\_\_  
STEWART

\_\_\_\_\_

BY: Brett Miller 12/12/23  
BRETT MILLER  
TEAMSTERS PRESIDENT

\_\_\_\_\_

BY: Ed Marzano 12/13/23  
ED MARZANO  
TEAMSTERS SECRETARY/TREASURER

\_\_\_\_\_

BY: Michael T. Foley 11/29/23  
WESTBROOK MAYOR  
MICHAEL T. FOLEY

Authorized and Approved by City Council Order #2023-123.

## APPENDIX A – PAY SCALE

### Position Classification

Level AA	Community Services Receptionist
Level A	Customer Service Rep I,
Level B	LEARNS Program Assistant, Library Assistant (25 hrs.), WCC Building Supervisor, Recreation Program Assistant, Fields Technician
Level C	Customer Service Rep II
Level D	Aquatics Coordinator, GA Administrative Assistant, Library Administrative Assistant
Level E	AP Specialist, AR Specialist, P&CE Office Coordinator, Public Safety Office Coordinator, Public Services Office Coordinator, Records Administrative Assistant, WCC Program Coordinator, Code & Assessing Specialist, Assistant Outdoor Facilities & Grounds Superintendent, Appraiser
Level F	Community Policing Coordinator, Recovery Liaison, Sustainability Coordinator
Level G	Associate Planner
Level H	Building Superintendent, Assistant Code Enforcement Officer, Mental Health Liaison, Operations Supervisor, Outdoor Facilities & Grounds Superintendent, Wastewater Supervisor
Level I	Vacant

## APPENDIX A – PAY SCALE

1/1/24								2.5% COLA						
	Base	1 Year	2 Years	3 Years	5 Years	7 Years	9 Years	11 Years	13 Years	15 Years	17 Years	20 Years	25 Years	30 Years
Level AA	\$16.63	\$17.14	\$17.65	\$18.17	\$18.72	\$19.28	\$19.86	\$20.46	\$21.07	\$21.70	\$22.35	\$23.02	\$23.72	\$24.43
Level A	\$17.33	\$17.85	\$18.39	\$18.93	\$19.51	\$20.09	\$20.69	\$21.31	\$21.96	\$22.61	\$23.29	\$23.98	\$24.71	\$25.45
Level B	\$18.55	\$19.10	\$19.67	\$20.26	\$20.87	\$21.50	\$22.14	\$22.81	\$23.49	\$24.20	\$24.92	\$25.67	\$26.44	\$27.23
Level C	\$19.38	\$19.97	\$20.57	\$21.18	\$21.82	\$22.48	\$23.15	\$23.84	\$24.56	\$25.30	\$26.05	\$26.84	\$27.64	\$28.47
Level D	\$20.33	\$20.95	\$21.58	\$22.22	\$22.89	\$23.58	\$24.29	\$25.01	\$25.76	\$26.53	\$27.33	\$28.15	\$29.00	\$29.87
Level E	\$22.73	\$23.41	\$24.11	\$24.83	\$25.57	\$26.35	\$27.13	\$27.95	\$28.79	\$29.65	\$30.55	\$31.46	\$32.40	\$33.37
Level F	\$24.22	\$24.95	\$25.70	\$26.46	\$27.26	\$28.07	\$28.92	\$29.79	\$30.67	\$31.60	\$32.55	\$33.53	\$34.53	\$35.57
Level G	\$25.09	\$25.85	\$26.62	\$27.42	\$28.24	\$29.09	\$29.96	\$30.86	\$31.78	\$32.74	\$33.72	\$34.74	\$35.78	\$36.85
Level H	\$26.59	\$27.39	\$28.21	\$29.05	\$29.92	\$30.82	\$31.74	\$32.69	\$33.68	\$34.69	\$35.73	\$36.80	\$37.90	\$39.04
Level I	\$28.09	\$28.94	\$29.80	\$30.70	\$31.62	\$32.57	\$33.54	\$34.54	\$35.58	\$36.66	\$37.75	\$38.88	\$40.05	\$41.25

7/1/24								3% COLA						
	Base	1 Year	2 Years	3 Years	5 Years	7 Years	9 Years	11 Years	13 Years	15 Years	17 Years	20 Years	25 Years	30 Years
Level AA	\$17.13	\$17.65	\$18.18	\$18.72	\$19.28	\$19.86	\$20.46	\$21.07	\$21.71	\$22.35	\$23.02	\$23.71	\$24.43	\$25.16
Level A	\$17.85	\$18.38	\$18.94	\$19.50	\$20.09	\$20.69	\$21.31	\$21.95	\$22.61	\$23.29	\$23.99	\$24.70	\$25.45	\$26.21
Level B	\$19.10	\$19.67	\$20.26	\$20.87	\$21.49	\$22.14	\$22.81	\$23.49	\$24.20	\$24.93	\$25.67	\$26.44	\$27.23	\$28.05
Level C	\$19.97	\$20.57	\$21.19	\$21.82	\$22.47	\$23.15	\$23.84	\$24.56	\$25.30	\$26.06	\$26.84	\$27.64	\$28.47	\$29.33
Level D	\$20.95	\$21.58	\$22.23	\$22.89	\$23.57	\$24.28	\$25.02	\$25.76	\$26.53	\$27.33	\$28.15	\$28.99	\$29.87	\$30.76
Level E	\$23.41	\$24.11	\$24.83	\$25.58	\$26.34	\$27.14	\$27.94	\$28.79	\$29.66	\$30.54	\$31.46	\$32.40	\$33.37	\$34.38
Level F	\$24.95	\$25.69	\$26.47	\$27.26	\$28.07	\$28.91	\$29.79	\$30.68	\$31.60	\$32.55	\$33.52	\$34.53	\$35.57	\$36.63
Level G	\$25.84	\$26.63	\$27.42	\$28.25	\$29.09	\$29.96	\$30.86	\$31.79	\$32.74	\$33.72	\$34.73	\$35.78	\$36.85	\$37.95
Level H	\$27.38	\$28.21	\$29.05	\$29.92	\$30.82	\$31.75	\$32.69	\$33.67	\$34.69	\$35.73	\$36.80	\$37.91	\$39.04	\$40.21
Level I	\$28.93	\$29.80	\$30.69	\$31.62	\$32.56	\$33.54	\$34.55	\$35.58	\$36.65	\$37.75	\$38.89	\$40.05	\$41.25	\$42.48

1/1/25								2% COLA						
	Base	1 Year	2 Years	3 Years	5 Years	7 Years	9 Years	11 Years	13 Years	15 Years	17 Years	20 Years	25 Years	30 Years
Level AA	\$17.48	\$18.00	\$18.54	\$19.09	\$19.66	\$20.25	\$20.87	\$21.50	\$22.14	\$22.80	\$23.48	\$24.19	\$24.92	\$25.66
Level A	\$18.21	\$18.75	\$19.32	\$19.89	\$20.50	\$21.11	\$21.74	\$22.39	\$23.07	\$23.76	\$24.47	\$25.20	\$25.96	\$26.74
Level B	\$19.49	\$20.07	\$20.67	\$21.29	\$21.92	\$22.58	\$23.26	\$23.96	\$24.68	\$25.42	\$26.18	\$26.97	\$27.78	\$28.61
Level C	\$20.36	\$20.98	\$21.61	\$22.25	\$22.92	\$23.62	\$24.32	\$25.05	\$25.80	\$26.58	\$27.37	\$28.20	\$29.04	\$29.92
Level D	\$21.36	\$22.01	\$22.67	\$23.35	\$24.04	\$24.77	\$25.52	\$26.27	\$27.06	\$27.88	\$28.71	\$29.57	\$30.46	\$31.38
Level E	\$23.88	\$24.59	\$25.33	\$26.09	\$26.87	\$27.68	\$28.50	\$29.37	\$30.25	\$31.15	\$32.09	\$33.05	\$34.04	\$35.06
Level F	\$25.45	\$26.21	\$27.00	\$27.80	\$28.64	\$29.49	\$30.38	\$31.29	\$32.23	\$33.20	\$34.19	\$35.22	\$36.28	\$37.37
Level G	\$26.36	\$27.16	\$27.97	\$28.81	\$29.67	\$30.56	\$31.48	\$32.42	\$33.39	\$34.40	\$35.42	\$36.49	\$37.59	\$38.71
Level H	\$27.93	\$28.77	\$29.63	\$30.52	\$31.44	\$32.38	\$33.35	\$34.35	\$35.39	\$36.44	\$37.54	\$38.66	\$39.82	\$41.02
Level I	\$29.51	\$30.40	\$31.30	\$32.25	\$33.22	\$34.22	\$35.24	\$36.29	\$37.38	\$38.51	\$39.66	\$40.85	\$42.07	\$43.33

7/1/25								3% COLA						
	Base	1 Year	2 Years	3 Years	5 Years	7 Years	9 Years	11 Years	13 Years	15 Years	17 Years	20 Years	25 Years	30 Years
Level AA	\$18.00	\$18.54	\$19.10	\$19.67	\$20.25	\$20.86	\$21.50	\$22.14	\$22.80	\$23.48	\$24.19	\$24.91	\$25.67	\$26.43
Level A	\$18.76	\$19.31	\$19.90	\$20.49	\$21.11	\$21.74	\$22.39	\$23.06	\$23.76	\$24.47	\$25.20	\$25.95	\$26.73	\$27.54
Level B	\$20.07	\$20.67	\$21.28	\$21.93	\$22.58	\$23.26	\$23.96	\$24.68	\$25.42	\$26.19	\$26.96	\$27.77	\$28.61	\$29.47
Level C	\$20.98	\$21.61	\$22.26	\$22.92	\$23.61	\$24.32	\$25.05	\$25.80	\$26.58	\$27.38	\$28.19	\$29.04	\$29.91	\$30.81
Level D	\$22.00	\$22.67	\$23.35	\$24.05	\$24.77	\$25.51	\$26.28	\$27.06	\$27.88	\$28.71	\$29.57	\$30.46	\$31.38	\$32.32
Level E	\$24.60	\$25.33	\$26.09	\$26.87	\$27.67	\$28.51	\$29.36	\$30.25	\$31.16	\$32.09	\$33.05	\$34.04	\$35.06	\$36.11
Level F	\$26.21	\$26.99	\$27.81	\$28.63	\$29.49	\$30.38	\$31.29	\$32.23	\$33.19	\$34.20	\$35.22	\$36.28	\$37.37	\$38.49
Level G	\$27.15	\$27.97	\$28.80	\$29.68	\$30.56	\$31.47	\$32.42	\$33.40	\$34.39	\$35.43	\$36.49	\$37.59	\$38.71	\$39.87
Level H	\$28.77	\$29.64	\$30.52	\$31.43	\$32.38	\$33.35	\$34.35	\$35.38	\$36.45	\$37.54	\$38.67	\$39.82	\$41.02	\$42.25
Level I	\$30.39	\$31.31	\$32.24	\$33.22	\$34.21	\$35.24	\$36.29	\$37.38	\$38.50	\$39.67	\$40.85	\$42.08	\$43.34	\$44.63

**APPENDIX B – CALCULATION OF PART-TIME BENEFITS**  
*(employees hired before ratification of 2015 – 2018 agreement)*

Permanent part-time employees, who are designated to work less than 30 hours per week and who were hired before ratification of the 2015 – 2018 contract shall be eligible to receive the same benefits, as outlined within the agreement, as employees in positions designated as 30+ hours. Those benefits are extended on a pro-rata basis. The pro-rata calculation is figured by using the designated weekly work hours as the numerator and a forty (40) hour work week as the denominator.

Positions eligible for prorated benefits are as follows:

Positions	Hours Designated Per Week
Library Assistant (Karen Spear)	25

## **APPENDIX C – IRREGULAR WORK SCHEDULE POSITIONS**

Notwithstanding Article 7A of this contract, the following General Unit positions may be assigned to work an “irregular” schedule as their basic workweek:

Admin Assistant - General Assistance

Admin Assistant - Library

Admin Assistant - Records

Aquatics Coordinator

Assistant Code Enforcement Officer

Assistant Facilities & Ground Superintendent

Building Superintendent

Building Supervisor

Code & Assessing Specialist

Community Services Receptionist

Fields Technician

LEARNS Program Assistant

Library Assistant (0.625 FTE)

Mental Health Liaison

Office Coordinator - Planning & Code Enforcement

Office Coordinator - Public Safety

Office Coordinator – Public Services

Operations Supervisor

Recovery Liaison

Recreation Program Assistant

WCC Program Coordinator

## Outdoor Facilities & Grounds Superintendent

Except as provided herein, the following positions will be assigned to work a “regular” schedule as their basic workweek:

Accounts Payable Specialist

Accounts Receivable Specialist

Appraiser

Community Policy Coordinator

Customer Service Rep I

Customer Service Rep II

Sustainability Coordinator

Wastewater Supervisor