

AGREEMENT

BETWEEN CITY OF WESTBROOK

AND

TEAMSTERS LOCAL UNION NO. 340

FOR THE

WESTBROOK PUBLIC SAFETY DISPATCHER UNIT



JULY 1, 2024 TO JUNE 30, 2027

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ARTICLE 1 - RECOGNITION

The City of Westbrook hereby recognizes that Local 340 affiliated with the International Brotherhood of Teamsters is the sole and exclusive representative of the permanent full-time employees of the Westbrook Public Safety Dispatch for bargaining and contract administration pursuant to MRSA Title 26, Chapter 9A, Section 961 et seq. For the purposes of this Agreement, "full-time" shall mean employees regularly scheduled for more than 32 hours per week, or who average more than 32 hours per week in any 180-day period.

ARTICLE 2 - NON-DISCRIMINATION, BULLETIN BOARDS, UNION ACTIVITIES

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, marital status, sexual orientation, religion, disability status, protected veteran status, parental status, or political affiliation. The City agrees not to interfere with the rights of employees to become members of the Union; and there shall be no discrimination, interference, restraint, or coercion by the 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 Agreement. The Union agrees to fairly represent without discrimination all members of the bargaining unit.

- A. The City agrees to furnish and maintain a suitable bulletin board in the work area to be used by the Union. The Union shall limit its posting of notices and bulletins to that bulletin board. All notices, lists, or other materials required by the terms of this Agreement to be posted by the City shall be posted on that bulletin board.
- B. The City agrees that employees may, on City time and on City premises, conduct the following Union activities: collect Union dues, fees, or assessment if not collected by the City; post notices; distribute literature; communicate with the City Representatives on Agreement interpretation or application; and investigate grievances of employees, provided that such activities in the aggregate do not exceed four (4) work hours in any one (1) week. Scheduled Step 3 grievance hearings and arbitration hearings shall not be included in the four (4) hour time limitation.

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

It is agreed that Representatives of the Union shall have access to the City's premises during working hours to conduct Union business, provided at least twenty-four (24) hours' prior notice is given to the Director. The Union shall furnish a list of such authorized Union Representatives to the Director.

Union activities on City time and City premises, as allowed by this Section, shall be scheduled, and conducted in such a manner to minimize interference with the work of the Department.

ARTICLE 3 - PROTECTION OF PROPERTY, CLOTHING AND EQUIPMENT

- A. It shall be the responsibility of any employee having custody of any City equipment, property, or uniform to see that it is properly cared for, kept clean, and returned to its place of storage as appropriate.
- B. Any employee believing a piece of equipment is defective shall report it to their Supervisor, who shall log the incident, and take the corrective steps to alleviate the hazard, if the Supervisor and the Director determine that one exists.
- C. Any employee sustaining damage to personal property, meaning watches, eyeglasses, or dentures only, shall promptly report the loss to the Director along with corroborative evidence that the loss occurred in the line of duty. The Director, upon sufficient proof of such loss being sustained in the line of duty, shall authorize payment to that employee in the amount of the actual loss sustained except that a maximum of one hundred (\$100.00) dollars is hereby established for damage to watches. Where such personal property is capable of being repaired, the City will not pay for replacement but only for the cost of repair.

ARTICLE 4 - NO STRIKES OR LOCK-OUTS

This Union agrees there shall be no strikes, slow-downs, work stoppages, or any interference with the efficient management of the Department, nor shall there be any lock-out by the City during the life of this Agreement.

ARTICLE 5 - LABOR REQUIREMENT

In justice and fairness to the City of Westbrook and the taxpayers, all employees shall be required to report to work on time, shall not leave until properly relieved, shall be prompt in reporting to their assigned duties, and shall faithfully perform their duties.

ARTICLE 6 - SENIORITY

Seniority will be determined by length of service as a full-time Public Safety Dispatcher. Seniority shall be the determining factor in all matters related to work opportunity, time off preference, overtime by rotation, layoff, and recall.

The Union shall establish a seniority list on January 1 each year and immediately post the

same for a period of not less than thirty (30) days, and a copy of it shall be provided to the Director. Any objections to the seniority list, as posted, shall be reported in writing to the Director within ten (10) days or it shall stand approved.

ARTICLE 7 - UNION MEMBERSHIP DUES DEDUCTION CONTRACT COVERAGE

- A. Employees of the Department, pursuant to Title 26, M.R.S.A., Section 963, shall be afforded the free and unrestrained right voluntarily to join the Union and participate in its activities. Neither party shall directly or indirectly interfere with, intimidate, restrain, coerce, or discriminate against the 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. Also, the City will deduct the service fees provided above from non-Union member employees. 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 the Teamsters, by the 15th 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 any employee has no check coming to them, or 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 check, which is large enough to cover the deduction.
- C. The City hereby recognizes the Union as the sole and exclusive representative of all employees of the Department, except the Director and part-time staff; for the purpose of bargaining with respect to wages, hours of work, and other conditions of employment; provided however, that such recognition shall not prejudice either party's rights to file a Petition for Unit Clarification at any time in the future, if either party should feel that the then-existing circumstances warrant a change in the composition of this bargaining unit.

ARTICLE 8 - PROBATIONARY PERIOD

- A. All new employees shall serve a probationary period of one (1) year (365 days) and shall be subject to all other clauses of this Agreement. All employees who have worked one (1) year (365 days) and satisfactorily completed their probationary period shall be classified as regular employees and the probationary period shall be considered part of the seniority time. During the probationary period, the appointing authority may remove the probationer at any time if their work and/or conduct are found to be below satisfactory standards and said removal shall not be subject to the grievance procedure of this Agreement.

- B. Satisfactory completion of the probationary period shall be dependent upon but not limited to the passing of qualifications governed by Article 11 — Public Safety Dispatcher Competencies.

ARTICLE 9 - LATERAL ENTRY AND PAY SCALE

Newly hired employees will start at the 0 years of service step of the job category in which they are hired. A new hire may be placed at a different step based on relative Public Safety Dispatching experience. Newly hired Dispatchers typically will not be placed higher than the 4-year step of the pay scale. However, candidates with relevant Public Safety Dispatching experience who have the necessary certifications may be placed higher on the wage scale commensurate with years of experience.

ARTICLE 10- LAY-OFFS AND REHIRING - BUMPING RIGHTS

- A. In the event that the Department decides to reduce personnel, then the employee with the least seniority shall be laid off first, and the employee with the most seniority shall be rehired first providing, however, that they are qualified to fill the vacant position. For the purposes of layoff, rehiring and bumping rights, classifications are defined as Dispatcher Supervisor or Dispatcher. No new employee shall be hired until all laid off employees have been given an opportunity to return to work, provided however, that they qualify to fill the vacant position(s). Any employee laid off as a result of a reduction in the work force shall first have the opportunity to return to their former position upon reinstatement of their position or the occurrence of a vacancy in their former classification.
- B. If a Dispatcher Supervisor is laid off according to the procedure in Section A, they shall be permitted to exercise their seniority rights to replace (i.e., to bump) an employee with less seniority in the Dispatcher classification.
- C. The City agrees that in a layoff situation, the use of non-bargaining unit employees for union work is not allowed, except for management positions.

ARTICLE 11 - PUBLIC SAFETY DISPATCHER COMPETENCIES

- A. Proficiency: Not later than one (1) year (365 days) from original date of hire, all new employees are required to demonstrate the ability to perform all functions associated with fire, police, and medical dispatching in the City of Westbrook. It shall be incumbent upon the City to provide the reasonable training classes required to achieve certification and familiarity. All new employees are required to obtain all necessary certifications from the State of Maine to perform the duties of a Public Safety Dispatcher.

The Director will have final determination of whether an employee has demonstrated the necessary level of initial competency for all employees.

- B. Public Safety Dispatch Employees will perform the following duties in addition to calls for services and duties described in the job description:
- a. Reception duties on weekends, night, holidays, emergencies, and at other times as needed.
 - b. Run registrations for parking and traffic tickets as requested by Police Officers.
 - c. Phones on weekends, nights, holidays, and as needed.
 - d. Enter data information to build and maintain the Public Safety CAD system.

Notwithstanding the above, calls for service take priority over the duties listed above.

ARTICLE 12 - WORK WEEK

The basic workweek for all members of the Union shall consist of 40 hours per week. The work week shall be defined as from Sunday at 6am to Sunday at 6am, coincident with the City's payroll schedule. The workday shall be defined as from 6am to 6am the following day.

- A. The basic work week for Dispatchers shall be composed of three (3) twelve (12) hour and one (1) four (4) hour shift (see Appendix B). Once each year, at the time of spring changeover from Eastern Standard Time (EST) to Eastern Daylight Savings Time (EDST) shift transfer bids will be entertained. All members of the Department will be required to complete a Transfer Bid Request Form stating their desire to remain on, or transfer from, their current shift and to cite the shift(s) desired. An employee electing to remain on their permanently assigned shift will be guaranteed their current shift. Thus, the ability to transfer to a shift will be determined by the transfer requests to leave a shift. If all members on a shift elect no change, there will be no bumping to get onto the shift. If there is a pending vacancy on a shift and multiple transfer requests to go to that shift, the employee with the most seniority will be given the transfer.
- B. Time Changes: During the spring and fall time adjustments for Daylight Savings Time, Dispatchers working the night shift in the spring shall come to work one (1) hour earlier than usual and will receive their regular pay for the day. Dispatchers working the night shift during the fall time change will report at their regular time and will be compensated for the one (1) hour of overtime created by the time change. Employees working overtime shifts, which span the 2am time change, will be paid for the actual number of hours worked.
- C. The City will make sincere and demonstrated efforts to secure reasonable meal and break periods for the employees during the workday. The City shall not be forced to

incur financial obligations in the effort to meet the above requirement.

- D. The City retains the right to use part-time Dispatchers to fill the sixteen (16) hours of unassigned shifts per week after offered to full-time Dispatchers first. Additionally, the Union and City agree that part-time Dispatchers will also be used as necessary to cover breaks.

ARTICLE 13 - MANAGEMENT RIGHTS

- A. The Union acknowledges that the City, through the Director, possesses the sole right to operate and manage the Department and to direct the work force of this Department. The rights, powers, and authority necessary to carry out the Department's responsibilities and missions shall be limited only by the specific and express terms of this Agreement.
- B. These rights and powers include but are not limited to the authority to:
1. Determine the missions and objectives of the Department.
 2. Determine the methods, means, and number of employees needed to carry out the departmental responsibilities including the right to reduce the staff by layoff or attrition.
 3. Introduce new or improved methods, operations, or facilities. The City will provide appropriate training for employees where new equipment, methods, or facilities are introduced.
 4. Establish entry level and in-service training programs.
 5. Establish and operate a program of periodic employee performance evaluation.
- C. The City agrees that, where practicable and except in cases of emergency, it shall inform the Union prior to the exercise of the rights and powers enumerated in Section B.2. above and shall consider the suggestions of the Union with respect thereto.
- D. Regarding work rules:
1. The City may adopt work rules and safety rules for the operation of the Department and conduct of its employees provided such rules do not conflict with the express written provisions of this Agreement, or any applicable state or federal laws.
 2. When existing work rules are changed, or new rules are established they shall be posted prominently on all bulletin boards to become effective ten (10) days after posting and each employee shall receive a copy. Posted changes of assignment shall be subject to a fourteen (14) day notice unless a thirty (30) day notice is requested by the affected employee. The employee is free to waive all notice should they agree to do so.
 3. During said ten (10) day period, the City will, upon request, meet with the Union

- and consider any suggestions relating to the proposed rule or rules.
4. In cases of emergency, the Director may stipulate that a work rule change or new rule may become effective immediately.
 5. Disputes regarding an alleged conflict between proposed rules and this Agreement are subject to the grievance procedures established in Article 23. Disputes regarding work rules which allegedly violate applicable state or federal laws or regulations shall be resolved in accordance with provisions of Article 23.

ARTICLE 14 - OVERTIME AND SWAPS

Overtime:

- A. Employees of this bargaining unit will be compensated at the rate of time and one half (1.5) for those hours actually worked after a 40-hour workweek. Full-time Dispatchers shall be offered all overtime prior to overtime being offered to part-time employees. If no full-time Dispatcher elects to take the job, the job will be offered to part-time employees prior to an order-in.

Actual implementation time shall be considered that date, which an employee has been hired for this position, trained on fire and police desks, and cleared to work either desk alone.

- B. For purposes of computing the 40-hour week and overtime "hours of work" shall consist of:
 1. Hours actually worked or attending assigned training.
 2. Hours compensated by vacation time.
 3. Hours compensated by holiday time.
 4. Hours compensated by bereavement leave.
 5. Hours compensated by worker's compensation leave.
 6. Hours compensated by jury leave.
- C. "Job" shall be the term used to describe a period of work that is to be filled. A job may result from the absence of the regularly scheduled employee or may be created by the Director to accomplish a specific task or improve service to the public. Jobs will be filled from a rotating list of unit employees qualified to perform the duties. The job will be designated as a "City job" if the City of Westbrook is hiring the work to be done. The job will be designated as an "outside job" if another employer is contracting for the work. The job will be designated as a "part-time job" if it is only available to part-time Dispatchers. All replacement full-time positions will be handled in accordance with Section D.
- D. The Dispatch Supervisor shall be responsible for filling all jobs. If the Supervisor is not on duty, jobs shall be filled by available Dispatchers. A rotating list will be used to record offers and to fairly balance the opportunities to work voluntary overtime

among unit members and part-time Dispatchers. If the job still remains unfilled a unit member may be ordered to work the job based on a rotating order-in list. Should the Dispatch Supervisor not be available, order-ins will be the responsibility of the Director. In the event that an order-in cannot be accomplished, the on-duty person will be required to remain on-duty until properly relieved.

- E. Any employee who has work that arose during their shift which must be completed, and which may require working beyond the end of their shift shall seek authorization from the Director or their designee before working over. Authorization for working over shall be limited to an hour with additional authorization required for any further extension. Working over means authorizing an employee to work beyond the scheduled end of their shift. The said employee shall be compensated at their regular rate of pay for actual hours worked computed towards overtime.
- F. Any employee ordered held over shall be compensated for actual hours worked. Employees held over will be entitled to work a minimum of four (4) hours unless mutually agreed to terminate sooner. Hold over means requiring an employee to work beyond the scheduled end of their shift. This does not apply to an employee waiting to be relieved by a late reporting employee. Prior to an order-in on Thanksgiving Day or Christmas Day, the Director may break open any shifts from 0600 to 1800 into two (2) hour work blocks. Effective July 1, 2018, the Director may break open Christmas shifts from 0000 hours to 2400 hours into two (2) hour blocks under the same conditions and requirements as previously stated in this section. Dispatchers who work those blocks shall receive four (4) hours of pay. If there are no volunteers to work the two (2) hour blocks, the job(s) will be filled as four (4) or six (6) hour jobs in the normal fashion and either be denied consistent with Article 21 or ordered-in consistent with Article 14. The breaking of jobs into two (2) hour blocks for four (4) hours pay at time and one half (1.5), shall be on a volunteer basis only.
- G. With a two (2) week notice, an employee may be ordered to attend specialized training as part of their week's work. Time spent attending mandated training will be counted towards hours worked. The number of hours spent in training will be subtracted from 40 and the balance of the work schedule for the week will be adjusted accordingly to assure a complete workweek.
- H. During a declared emergency, the Director may order-in such employees as deemed necessary without regard to the normal process of filling jobs. Employees ordered-in must return to work within 45 minutes and remain until released.
- I. Any off-duty employee ordered-in to work outside of their regular shift shall be paid a minimum of four (4) hours at time and one half (1.5). Any hours paid at guaranteed time and one half (1.5) rate shall not compute as hours worked towards overtime.
- J. An employee called at home on City business in which the telephone call lasts more

than fifteen (15) minutes shall be compensated for the actual time of the telephone call.

- K. In order to fill a vacancy prior to an order-in, the Director or their designee may request that the person working the shift following the vacancy to volunteer to rearrange their work schedule and fill the vacancy then take the second half of their own shift off without loss of leave time. This effectively moves the vacant shift to a new time slot, which might be easier to fill. In these instances, the affected employee will be paid time and a half (1.5) for the hours rearranged and normal straight time for their own originally scheduled hours.
- L. Order-Ins: Full-time employees agree to provide the Department with a mobile telephone number capable of receiving phone calls and/or text messages. Any and all expenses related to this mobile device shall be the responsibility of the employee. Employees shall immediately notify the Department when or if a change in mobile phone number has occurred. All calls and texts from the Department will be answered as soon as possible. The purpose of this language is to ensure fair distribution of order-ins throughout the Department. Order-ins are a last resort to fill any type of vacancy. Every effort will be made to avoid order-ins including moving employees from one desk to another to access additional, potential volunteers. In the event an employee is ordered-in, they shall be paid time and one half (1.5) their hourly rate.

Swaps:

- A. Unit members will be allowed to swap shifts with other unit members of equal certification by mutual agreement of the parties and with prior approval of the Director or their designee. Requests for swap approval should be submitted at least 24 hours before the shift swap is to occur.
- B. Shift swapping shall not be considered towards overtime computations and shall be completed within 30 days.
- C. The regularly scheduled member is responsible to cover the shift if the swapping member is unable to fulfill the swap.

Compensatory Time:

In lieu of receiving overtime pay, an employee may instead place the hours on the books as "comp time" to be taken later as time off with the Director's approval. Comp time may be taken only when the use of comp time does not create overtime. Comp time requests with less than seven (7) days' notice may be granted at the discretion of the Director. The balance of accumulated comp time shall not exceed forty (40) hours at any time. If the balance is not used by the end of the calendar year, it shall be cashed in. (Comp time will be granted on the basis that it is earned, e.g., twelve (12) hours of comp time for eight (8) hours of overtime). Consistent with Section B of this article, compensatory time earned within the same pay

period that sick leave is used shall be earned at straight time.

ARTICLE 15 - OFF-DUTY EMPLOYMENT

All off-duty employment will be reported to and approved by the Director. No Dispatcher may work at any location in which such employment might be construed as an actual or the appearance of a conflict of interest.

ARTICLE 16 - LEAVES OF ABSENCE

A. **Bereavement Leave:** Bereavement leave without loss of pay or and without loss of accrued leave time shall be granted for up to four (4) calendar days because of death in the immediate family. Immediate family shall include spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, grandchild, legal guardian, and step parents. If additional time is necessary, the Director or their designee may grant, on a case-by-case basis, an additional one (1) day off to augment bereavement leave, without grievance recourse. The Director or their designee may, at their sole discretion and without arbitration, grant bereavement leave time for circumstances in which an employee is significantly impacted by the death of someone not included in the above listing.

B. **Jury Duty:** The City shall pay to an employee called for jury duty the difference between the regular pay and the jurors' pay upon presentation of an official statement of pay received. An employee excused by the court for any reason shall be required to return to work promptly.

In any case where an employee covered by this Agreement retires under the Maine Public Employee Retirement System on a regular or disability retirement allowance, and the highest three (3) years include jurors' payments, the City shall certify the jurors' payments paid to the employee in writing, to the Maine Public Employee Retirement System. The affected employee shall have the opportunity to pay the appropriate percentage payment based upon the jurors' pay received and have the creditable service counted towards their retirement allowance.

C. **Court Appearances:** The City will pay regular pay to employees called for job related court appearances. When court appearances occur other than during scheduled work, the employees shall be paid a minimum of four (4) hours at the applicable rate for hours in attendance. Any fees paid by the court for job-related court appearances shall be turned over to the City. For non-job-related court appearances, the City shall allow the employee to use accrued time or take the work shift off without pay to attend court.

D. **Military Leave:** The City will grant Military Leave as necessary in compliance with all

applicable state and federal Regulations.

- E. **Family and Medical Leave:** Per the Human Resources Policies and Procedures regarding Family and Medical Leave, employees must utilize any accrued sick leave, but not vacation or holiday pay, during their Family and Medical Leave. Employees have the option of utilizing available accrued vacation or holiday pay. If the leave is covered by temporary disability insurance, use of accrued paid time will be required to cover the mandatory waiting period and is optional once disability pay becomes effective. If the leave is not covered by temporary disability insurance, and the employee has accrued paid sick leave, the employee must use all paid sick leave first before they can take unpaid leave.
- F. **Maine Paid Family Leave:** The Maine Paid Family and Medical Leave (PFML) Law rules and payroll withholdings will begin on January 1, 2025. The contribution per employee is 1% of an individual's wage rate, split between the employee and the employer. Benefits become available on May 1, 2026. Refer to the PFML policy in the HR Policies and Procedures for further information. The City and Union agree to reopen the applicable portion of Article 16 - Leave of Absence for the limited topic of Maine Paid Family and Medical Leave.
- G. **Earned Paid Leave (EPL):** The City shall provide Earned Paid Leave (EPL), effective July 1, 2021, in accordance with applicable State of Maine Law, 26 MRSA §637. EPL accrual and use will follow current Human Resources Policies and Procedures. Full-time employees that earn accruals, the first forty (40) hours of paid leave taken in any calendar year, whether taken as vacation or sick leave, will be considered Earned Paid Leave does not entitle a full-time employee to any additional hours than already allocated in sick accruals under the City's existing policy and Collective Bargaining Agreement's sick and vacation accruals. Employees that do not have earned weekly accruals per a Collective Bargaining Agreement will accrue EPL in accordance with hours worked under the law. The annual maximum of 40 hours of Earned Paid Leave shall be accrued at one (1) hour earned for every forty (40) hours worked.
- H. **Light Duty:** To assist employees to return to work as soon as possible following a non-work-related injury or illness or work-related injury or illness, temporary light duty accommodations can be provided within the 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).

Light duty is defined as temporary, modified work assignments within the employee's physical and/or mental abilities, knowledge and skills that are less demanding than normal job duties. Assignment of light duty is 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 the employee's health care provider.

Light duty assignments will be approved by the Director based on availability as follows:

1. Light duty accommodations will be made available based on the business need of the Department, but the City cannot guarantee a light duty accommodation.
2. The employee will be assigned a work schedule determined by the Director and will be based on the light duty assignments.
3. Light duty will not extend beyond ninety (90) calendar days and may be terminated at less than ninety (90) calendar days. Light duty will be approved and monitored in thirty (30) day increments by the Director. When there is a high expectation that the employee will be able to return to unrestricted job duties, light duty may be extended beyond ninety (90) days.
4. Assignments shall not affect an employee's pay classification, pay increases, promotions, retirement benefits, or other employee benefits.
5. Any employee returning to a light duty position must not exceed these duties or go beyond the restrictions indicated by the health care provider.
6. The Director will monitor work performance. Temporary light duty assignments are limited in number and variety and may be changed or terminated at any time.
 - a. 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.

Employees participating in the light duty program will be compensated for hours work on light duty. Any sick time for the week will be reduced by the actual hours worked.

- I. **Benefit Premiums:** During any leave of absence, it is the responsibility of the employee to continue paying their portion of benefit premiums during the duration of the leave. This may be done by way of payroll deduction, or by paying the City directly, in which case any pre-tax benefit would be lost. Failure of an employee to pay their portion of insurance premiums for more than 30 days may result in loss of coverage. The employee makes an election at the beginning of the leave that will be maintained throughout the leave.
- J. **Return to Work:** When an employee is out of work on a leave of absence including but not limited to workers' compensation, short term disability, Family and Medical Leave (FML), and/or Americans with Disabilities Act (ADA) accommodation, the City requires that the employee to provide a return to work certification from their health care provider indicating that they can return to work and perform the essential

functions of their position in advance.

ARTICLE 17— RETIREMENT / TERMINATION

- A. Effective January 1, 2022, all unit members who desire to be covered by a Pension Plan, shall have the choice to enroll in either the Mission Square 401(a) Plan, or the Maine Public Employees Retirement System (MainePERS) Special Plan 3C. Enrollment eligibility in the MainePERS plan will be in accordance with MainePERS regulations.
- B. Employees hired previous to the Agreement term of the July 1, 2012 to June 30, 2015 Agreement shall be grandfathered with the City contributing ten (10%) percent of the employee's gross wages as the City's contribution to the Mission Square 401(a) Plan, which shall vest according to the existing vesting schedule.
- C. For all employees hired after the ratification of the July 1, 2012 to June 30, 2015 Agreement and who enroll in the Mission Square 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 City's 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 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 Agreement.

- D. For those in the Mission Square Plan, the City shall make available to the employees 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.
- E. Any employee upon attaining retirement or upon being separated under "Honorable Conditions" shall receive the following payment of accumulated time or said employee shall have the option of the same number of days off early retirement instead of monetary value according to the scale in Article 21, Section A. However, no additional leave benefits shall accrue after the last day that the

retiring/terminating employee actually works. In order for an employee to resign under “Honorable Conditions”, the employee provides at least two (2) weeks’ notice or is not discharged for cause.

Upon attaining retirement or upon being separated under “Honorable Conditions” they shall receive up to three hundred (300) hours of their accumulated sick leave. In addition, employees are entitled to all vacation and holiday hours accrued at the time of attaining retirement or upon separated under “Honorable Conditions.”

In the event of death of said employee, their designated beneficiary shall receive the same monetary value of their accumulated time as credited above. If no such designated beneficiary is filed in writing with the City, the funds shall be paid first to the employee’s surviving spouse, and then to their child or children, and if none to their estate.

ARTICLE 18 – HEALTH, DENTAL, VISION, LIFE BENEFITS AND SECTION 125 ACCOUNTS

- A. The City of Westbrook will provide all union employees with the option to enroll in the Maine Municipal Employees Health Trust (MMEHT) PPO 500 plan. Employees enrolling in the MMEHT PPO 500 plan shall contribute 12% of the total premium for each level of coverage. The employee contribution shall not increase more than 10% annually. 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 Agreement will be reopened for this specific item only.

The City shall begin payments on health insurance premiums on the first of the month following the employee’s date of hire. Per Section 125 of the Internal Revenue Code, employee contributions will be deducted on a pre-tax basis. 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 under the plan. Dependent status will be defined by the plan and shall not extend beyond 26 years old. Benefits for terminating employees will extend to the end of the month during which the employee actually worked. It is recognized that the City provides this insurance coverage through a group plan, which is subject to changes beyond the control of the City.

The City agrees to provide a Health Reimbursement Account (HRA) to reimburse employees seventy-five percent (75%) of deductible and co-insurance 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.

- B. Medical Opt Out: Employees who can demonstrate active health insurance coverage under another individual's health plan, not City of Westbrook sponsored, can opt out of the City's health insurance and will be paid taxable earnings equivalent to 35% of the MMEHT medical insurance premium, which the City would have paid had the employee remained in the City's MMEHT health insurance plan. Employees may return to the City's health insurance plan at any time within sixty (60) days of a qualifying event, subject to plan guidelines.
- C. Should two full-time employees of the Bargaining Unit become legally married the following will apply:
 - a. If neither employee has eligible dependents covered under the City's medical insurance plan, both employees will remain on separate insurance plans. The City will pay for single coverage for each employee at a level consistent with other employees.
 - b. If one or both employees have eligible dependents covered under the City's medical insurance plan, both employees and their eligible dependents will be covered under one insurance plan at the family coverage level. The City will contribute an amount toward the premium of this family plan equal to two (2) single employee plans at a level consistent with other employees. Any remaining dependent coverage premium will be paid for by the employees consistent with Section A of this Article. The employee that is waiving coverage is not eligible for the opt-out incentive as noted in Section B.
- D. The City will contribute 100% of the premium for the Allegiant Eye and Dental Plan, payable at the Office of Allegiant Care on the fifteenth (15) day of the month following the month in which due, should employees elect to enroll in the plan. The City and Union agree that should the City propose an alternative dental/vision insurance plan and provider as a result of bidding out this coverage, the Agreement will be reopened for this specific item only.
- E. The City agrees that its agreement hereunder shall constitute an obligation for the sums herein provided directly to Allegiant Care and further that the City will be bound by the terms and provisions of the Trust Indenture of Allegiant and any and all amendments thereto, as well as applicable rules and regulations from time to time promulgated by the Trustees hereto. The same shall apply for MMEHT and any applicable rules, regulations, and amendments from time to time promulgated in accordance with their Board of Trustees.
- F. Employees are offered the opportunity to voluntarily withhold pretax contributions 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 IRS as amended from time to time. The City agrees to deposit the amount of one hundred dollars (\$100) into the Medical Spending Section 125 account on an annual basis, with an annual employee election.

- G. The City shall provide all employees with Basic Life and AD&D insurance in the amount of one (1) times salary rounded to the next multiple of \$1,000 to a maximum of \$150,000 at no cost to the employee. Per IRS rules, life insurance is a tax-free benefit in amounts up to \$50,000. Employees pay income tax on the value of any amount exceeding \$50,000 which is called imputed income.
- H. The City may require a fitness examination to determine the fitness of an employee to perform the required duties of the job, limited to those criteria listed below.
- Presence of work restricting physical ailments.
 - Ability to hear.
 - Ability to see shapes and colors clearly.

On those occasions when a fitness exam is required, the City will pay for the cost of the fitness exam.

ARTICLE 19 - CLOTHING

- A. Dispatchers shall be furnished a full uniform, which will remain the property of the City (see Appendix C). The City will replace issued uniform items on an as needed basis. That is to say that when a uniform article is worn out or damaged it shall be exchanged for a replacement article or it will be repaired to make it serviceable. All such replacements and/or repairs must be approved by the Director.
- B. Any employee found wearing any part of their uniform off-duty, except going to and from work duty, may be subject to disciplinary action.
- C. Upon separation, all uniform clothing shall be returned to the City.

ARTICLE 20 - VACATIONS

- A. Members may request vacation at any time of the year subject to further terms of this Agreement.
- B. Weeklong leave requests shall be defined as any consecutive 40-hour block of paid time off. For the purposes of scheduling, if the weeklong leave request runs into two (2) work weeks (i.e., Friday to Monday or Saturday to Tuesday), the week of vacation shall be considered to be the week in which the majority of the leave occurs. Weeklong leave requests shall be granted or denied based on staffing levels of the Department at the time of the requested leave. In no event shall more than two (2) members be off on leave for the same 24-hour period of time (to include a full week of leave) at the same time. The Director, at their discretion, may grant additional leave request(s) during this period provided that they do not result in order-ins. In the event

of conflicting requests, seniority will take precedence in awarding the time off. Leave weeks, as approved under Section C, will not be subject to bumping by single day leave time requests. Employees requesting single days off on the following holidays, July 4th, Memorial Day, Labor Day, Thanksgiving, and Christmas may do so only if the resulting vacancy is voluntarily filled.

- C. During the course of the calendar year, employees shall be required to take at least two (2) 40-hour blocks of leave. All leave shall be chosen on a seniority basis from January 1 until March 31. No more than two (2) 40-hour blocks may be taken during prime time. Prime time is defined as June 1 through September 1. The Director shall have the sole discretion, without grievance, to extend the length of prime time leave. Employees entitled to three (3) or more weeks shall select their third and remaining weeks of vacation according to seniority after all eligible members of the Department have selected their first and second weeks of vacation according to seniority. After March 31, vacation dates will be open to employees as they are received. Weeklong leave requests cannot "bump" single or any "non-weeklong" requests if submitted after March 31.

ARTICLE 21 - SICK, HOLIDAY, AND VACATION LEAVE TIME

- A. Sick leave, holiday leave, and vacation leave shall accrue as follows:

All sick leave, vacation, and holiday leave shall accrue separately and not be combined. Accruals shall be posted weekly. Employees will earn vacation 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.

Sick Leave	9.5 Hours per month
Holidays	12.45 hours per month
Vacation	
Start	6 hours per month
After 2 years	8 hours per month
After 6 years	12 hours per month
After 15 years	14 hours per month
After 18 years	15 hours per month
After 20 years	17 hours per month

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.

B. Employees may cash out accumulated leave time annually as follows:

1. Sick leave, holiday leave, and vacation accrued may be accumulated up to a maximum of 1,000 hours. Hours exceeding 1,000 hours will be paid out on or about the second pay period of November of each year. A continuing employee with less than 300 hours of holiday leave and vacation leave accumulated (sick leave is excluded) has no payout option. Employees with more than 300 hours of holiday and vacation (sick leave is excluded) may request, with two (2) weeks advanced notice, to be paid up to 100 hours during the payout period of the second pay period in November. Up to 100 hours of combined vacation and holiday leave must be used in the proceeding 12-month period to be eligible for the cash payout.
2. In addition to the above cash out provisions, those employees who have accumulated three hundred (300) hours of sick leave may cash out one half (1/2) of their annual earned unused sick leave (57 hours) on or about the second pay period in November.

C. Leave time does not alter the monthly accrual. An employee's accruals for the first and the last month of service shall be paid on a pro-rata basis. Upon a member's leaving employment, they shall be paid for all remaining accumulated leave time.

D. Leave Time (Vacation, and Holiday) may be used in four (4) — hour block minimums, providing that at least 24 hours' notice is given. In absolute emergencies, the 24-hour notice is not required.

E. The employee must submit documentation attesting to the necessity of the employee to be absent from work on account of illness or injury, whenever one or more of the following exists:

- If the absence for which sick leave is claimed exceeds a period of three (3) consecutive workdays or longer; or
- If the employee has used six (6) days of sick leave consisting of one (1) or two (2) day occurrences in a calendar year, and
- The Director, after reviewing the use of and reasons for sick leave with the employee, may determine that all future sick leave during that calendar year must be supported by an acceptable medical certificate.
- For full-time employees, the City will pay the cost of obtaining a medical certificate, if the City's' medical provider examines the employee. Otherwise, the employee shall be responsible for paying the examination costs of another doctor.

Pending receipt of such a medical certificate, the City may withhold sick leave payments equal to the exact number of hours not worked, and the sick day(s) claimed shall be deducted from accumulated sick leave credit of the employee. The loss of the employee's sick days shall not limit the Department from imposing other discipline for sick leave misuse or abuse. Said determination shall be as objective as practicable and shall not be discriminatory, arbitrary, or capricious.

Any employee who shows a pattern of unexcused absences by using six (6) days of sick leave in a series of one (1) or two (2) days absences (such as undocumented personal illness or injury) shall not be paid for the first day of sick leave for any succeeding instances during a calendar year.

ARTICLE 22 - EDUCATION & TRAINING

- A. The Department will maintain a training/credential file on each member of the Department.
- B. The City, in an effort to encourage employees to participate in continuing education, agrees to provide:
 - 1. College Cost Reimbursement: The City will reimburse 100% of the cost of tuition, books, and mandatory registration fees for all job-related, post-secondary education courses taken from an accredited college or university. Costs shall be paid upon documented proof of successful completion of said courses with a 2.0 GPA or better.
 - 2. All courses for which reimbursement is to be sought must be pre-approved by the Director and the Director of Human Resources, at least 30 days prior to registration. The City reserves the right to deny courses deemed inappropriate due to course content or due to budgetary constraints. Under no circumstances will any one (1) employee be granted more than \$2,000.00 in reimbursement for classes per fiscal year. All requests for reimbursement must be submitted to the Director within 30 days of the receipt of a grade and prior to June 30th of every year.
- C. Educational incentives will be paid weekly to eligible employees in the following amounts.
 - 1. Associate Degree in Law Enforcement, Fire Science, or Medical Technology - \$0.2645/hour.
 - 2. Bachelor's Degree in Law Enforcement, Fire Science, or Medical Technology - \$0.433/hour.

- D. The Director may temporarily reschedule an employee within the same day or reassign a day off within the same pay week to attend in-service training or a medical physical up to a maximum of six (6) times per calendar year. In such cases, the Dispatcher will be given at least fourteen (14) days' notice unless the affected employee waives notice.
- E. In instances where non-supervisory employees are acting as Field Training Officers (FTOs), the Department will compensate FTOs, during actual hours of training, at the rate of \$1.00 per hour. In instances where non-supervisory employees are acting as Quality Assurance Reviewers (QARs), the Department will compensate QARs, during actual hours of reviewing, at the rate of \$1.00 per hour.
- F. Employees selected as a Lead Dispatcher will receive a stipend of \$2.00 per hour. Lead Dispatchers shall not be eligible for the FTO or QAR stipends listed in Section E of this Article.

ARTICLE 23 - GRIEVANCE PROCEDURES

- A. A grievance is hereby jointly defined to be a controversy, complaint, misunderstanding, or dispute. Any grievance arising between the City and the Union, or an employee represented by the Union shall be settled in the following manner.
 - 1. The aggrieved employee(s) must present the grievance to the steward or the alternate within ten (10) working days after first knowledge of the grievance has occurred, except no time limit shall apply in a case of violations of the wage provision of this Agreement. The steward or alternate shall take up the grievance with the Director. If the steward and the Director have not resolved the grievance within five (5) working days after the meeting, the steward shall submit the grievance to the Business Agent of Local #340.
 - 2. The Union Representative shall then take the matter up with the City Administrator or their designee. Within five (5) working days after said meeting the City Administrator shall render a decision of the grievance in writing and forward a copy to all parties involved.
 - 3. In the event the decision of the City Administrator as rendered pursuant to Step 2 hereof is not acceptable to the Union, the Union may within ten (10) working days refer the matter to arbitration.
- B. The parties shall select a mutually agreeable and impartial arbitrator within ten (10) working days after disagreement. In the event they are unable to so agree, the matter shall be referred to the Maine Board of Arbitration and Conciliation Services. The expense of the Arbitrator selected or appointed shall be borne equally by the City and the Union.

ARTICLE 24 - DISCIPLINE

- A. 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 to work without prompt notice and without good cause; theft or destruction of City property; dishonesty; coming to work under the influence of drugs or alcohol, or consuming alcohol or taking drugs on the job (except those drugs authorized by a physician) with notice of such being given to the Director; and the assault, threatening, harassment, or other act of intimidation of a co-worker, supervisor, or citizen.
- B. Disciplinary action shall include the following: oral reprimand, written reprimand, suspension, demotion, and discharge. The employee shall be asked to sign a written acknowledgement of any oral reprimand and shall receive a copy of any disciplinary document.
- C. The City agrees to apply the principles of progressive discipline, except in the event of a major violation or offense, including, but not limited to, those listed in Section A of this Article. Disciplinary demotion shall not result in the lay-off, demotion, or discharge of other employees.
- D. 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 Director, or designee 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 the event that such disciplinary action is contemplated by the City, either this written disciplinary notice or a written memorandum of intent to impose discipline shall be given to the employee and a Union Representative within five (5) work days of the provoking incident, unless exigent circumstances require extended investigation and/or confidentiality.
- E. The City, before imposing any of the above disciplinary measures beyond oral reprimand, shall conduct an investigation at which time the employee and/or the Union shall be given reasonable opportunity to confront their accuser and to respond to allegations. The Union and/or the employee shall have the right to challenge any disciplinary action through the grievance procedure as set forth in Article 23. Notice of all disciplinary action will be given to the employee and shop steward.
- F. The employee shall have the right to challenge any of the foregoing disciplinary actions through the Agreement grievance procedures.
- G. If the City has reason to reprimand, demote, suspend, or discharge an employee,

such action shall be done in a manner that will not embarrass the employee before other employees or the public.

ARTICLE 25 - PERSONNEL FILES

- A. An individual personnel file shall be kept on all employees of the Department, and a copy of all items placed in their file shall be given to the employee upon request. An employee may inspect their file for a reasonable period of time during the working hours of the Director or their designee, Monday through Friday, 8:00 A.M. - 4:00 P.M., excluding holidays. The employee may request correction of any errors or omissions in their file. As required by 30 S 2257, personnel files are confidential, and information therein shall be released only in accordance with law and/or with the written authorization of the employee.
- B. One personnel file shall be maintained on each individual of the Department. In the event that a copy of such file is maintained in City Hall, it shall be complete and accessible to each employee as provided above. All instances of accusations against a Department member shall be supported by a written complaint signed by the complainant. The employee and the Union shall be notified within twenty-four (24) hours of receipt by the Director of such complaint and shall be told of the allegations of the complaint and the names of the complainant.

All oral and written reprimands shall be considered removed from the personnel file after eighteen (18) months, provided there has been no repeat of a similar or more serious nature during that period of time.

ARTICLE 26 - SWING DISPATCHER

- A. Swing Dispatchers are full time 40-hour employees working a base work week when not filling in for a regular shift (see Appendix B for rotating and fixed schedules) that is open due to absence.

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Swing #1	Off	1000-1800	1000-1800	1000-1800	1000-1800	1000-1800	Off
Swing #2	2200—0600	Off	Off	1800—0200	1800—0200	1800—0200	2200 - 0600

- B. The City, with seven (7) calendar days' notice, may temporarily assign these employees to another shift for one (1) or more weeks to cover open shifts due to authorized leave. A minimum of twelve (12) consecutive hours off shall be provided between the switching of shifts.

- C. The intent of the City will be to assign Swing Dispatchers to an entire shift for a particular week whenever possible to cover authorized leave; however, both parties agree that in order to cover partial shift openings there will be times when the Swing Dispatcher may be scheduled a combination of eight (8), ten (10), twelve (12), or four (4) hour shifts within a week to provide a full 40-hour work week.
- D. When not covering leave requests and working the base swing schedules, the Swing Dispatcher position may also be utilized to provide additional or "third seat" coverage for added support during peak busy hours, scheduled details, and Dispatcher breaks. Should a Dispatcher take leave time during this base schedule, the Swing Dispatcher position will be utilized to cover the open Dispatcher position created by leave time. Consistent with current practice and with approval, Swing Dispatchers may voluntarily elect to adjust their hours to cover the open position provided the adjustment of hours does not create overtime elsewhere.
- E. The Swing Dispatcher position(s) shall be held by the most junior employee unless otherwise opted by a more senior employee. Senior employees will be offered this position by advanced posting and selected by seniority. Should a more senior employee opt for this swing position, said employee shall maintain that position until an open position becomes available within the regular shift positions.
- F. Full-time Dispatchers shall be offered all overtime prior to overtime being offered to part-time employees. If no full-time Dispatcher elects to take the job, the job will be offered to part-time employees prior to an order-in. Actual implementation time shall be considered that date, which an employee has been hired for this position, trained on fire and police desks, and cleared to work either desk alone.
- G. Dispatchers assigned to Swing #1 and Swing #2 may swap shifts consistent with Article 14.

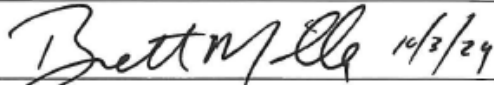

ARTICLE 27 - SEVERABILITY



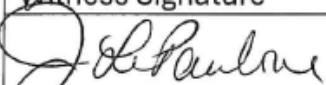
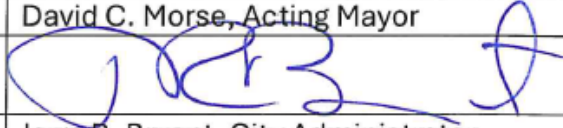
If any element(s), section(s), or article(s) of this Agreement are found to be against the law or public policy as established by the Maine Law Court, the Legislature, or the Maine Labor Relations Board (unappealed), only that portion of the Agreement shall be null and void and the rest of the Agreement shall remain in full force and effect. The parties shall bargain the impact of the vacated position.

ARTICLE 28 - TERMS OF CONTRACT

- A. This Contract shall commence on signing, and shall terminate on June 30, 2027, at midnight (EST).

In WITNESS WHEREOF the parties have set their hands this 24th day
of September, 2024

WITNESS:	WESTBROOK PUBLIC SAFETY DISPATCHER UNIT – TEAMSTERS, LOCAL 340
	
Witness Signature	Brett Miller, President, Local 340
	
Witness Signature	Ed Marzano, Secretary/Treasurer

WITNESS:	CITY OF WESTBROOK, MAINE
	
Witness Signature	David C. Morse, Acting Mayor
	
Witness Signature	Jerre R. Bryant, City Administrator

BARGAINING TEAMS:	
Union	City
Ed Marzano	Jerre Bryant
Janelle Hall	Greg Hamilton
Miranda Snow	Angela Holmes
	Joanne LePauloue

APPENDIX A – PAY SCALE

Step	Effective 1/1/25	Effective 1/1/26 - 5%	Effective 1/1/27 - 5%
0	\$26.65	\$27.98	\$29.38
1	\$27.33	\$28.70	\$30.13
2	\$27.33	\$28.70	\$30.13
3	\$28.17	\$29.58	\$31.06
4	\$28.17	\$29.58	\$31.06
5	\$29.54	\$31.02	\$32.57
6	\$29.54	\$31.02	\$32.57
7	\$29.54	\$31.02	\$32.57
8	\$31.22	\$32.78	\$34.42
9	\$31.22	\$32.78	\$34.42
10	\$31.22	\$32.78	\$34.42
11	\$31.22	\$32.78	\$34.42
12	\$31.22	\$32.78	\$34.42
13	\$32.75	\$34.39	\$36.11
14	\$32.75	\$34.39	\$36.11
15	\$32.75	\$34.39	\$36.11
16	\$32.75	\$34.39	\$36.11
17	\$32.75	\$34.39	\$36.11
18	\$33.41	\$35.08	\$36.83
19	\$33.41	\$35.08	\$36.83
20	\$33.41	\$35.08	\$36.83
Supervisor +\$4.00			

APPENDIX B – WORK WEEK

Schedule:

D= 12 Hours 0600-1800

N= 12 Hours 1800-0600

Shift	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	1800-2200	N	N	N			
2	1000-1400	D	D	D			
3	0600-1000				D	D	D
4	1400-1800				N	N	N
5	D	D	D				0600-1000
6				D	D	D	1000-1400
7	N	N	N				1800-2200
8				N	N	N	1400-1800
SWING 1		1000-1800	1000-1800	1000-1800	1000-1800	1000-1800	
SWING 2	2200-0600			1800-0200	1800-0200	1800-0200	2200-0600

Note: Swing shifts will vary from the above consistent with Article 26.

APPENDIX C - CLOTHING LIST

The following list constitutes the issued uniform items subject to repair or replacement under Article 19.

Full-time employees will receive the following uniform allotment:

- Regular Uniform
- 4 pairs pants
- 4 long sleeve shirts
- 4 short sleeve shirts, or any combination of a 3-button polo shirt with collar & embroidered
- Emblem
- 1 Job Shirt or similar approved fleece or pull-over
- Footwear
- 1 pair black dress shoes
- 1 pair of black athletic shoes