

**Agreement**

**Between**

**The Town of Waldoboro**

**And**

**Council 93 American Federation of State, County and  
Municipal Employees and Its Local 1458-03**

**Public Works and Police Department**

**July 1, 2019 – June 30, 2022**

**Town of Waldoboro  
Police/ Public Works Unit**

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**Town of Waldoboro  
Police/ Public Works Unit**

This Agreement is entered into between the Town of Waldoboro, Maine, hereinafter referred to as the "Town" and Council 93 American Federation of State, County and Municipal Workers, Local 201, Unit 15, hereinafter referred to as the "Union".

**PREAMBLE**

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26 M.R.S.A. 961-974, 1969 as amended) the parties hereto have entered into this agreement in order to establish mutual rights, preserve proper employee morale and to promote effective and efficient municipal operations.

## **ARTICLE 1 – RECOGNITION**

- A. The Town recognizes that the Union is the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours and other conditions of employment for all eligible employees within the bargaining unit as determined in accordance with the Municipal Public Employees Labor Relations Act. Positions covered by the Unit include the following: Detective, Sergeant, Patrol Officer, Corporal, Truck Driver, Equipment Operator, Transfer Station Operator, Transfer Station Attendant, Part-Time Transfer Station Attendant.
- B. Eligible Employee shall mean an individual employed on a regular basis in one of the positions listed in 1 A above and who is regularly scheduled to work a minimum of forty hours per week. The Parties agree that the current Part Time Transfer Station Attendant position shall be grandfathered under the agreement and that once that position becomes a full time position the reference to Part-Time in the contract shall be deleted from the contract.
- C. The Town's Personnel Policy shall apply to eligible employees as defined in C above to the extent that it does not conflict with this agreement. If provisions of the Town's personnel policy and this agreement do conflict, this agreement shall control.

## **ARTICLE 2 – UNION SECURITY**

Membership in the Union is not compulsory. The Union is required under this agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this agreement have been made for all employees in the bargaining unit and not exclusively for members in the Union.

**ARTICLE 3 – CHECK-OFF** -This article shall be effective upon the signing of this contract by authorized representatives of both the town and the union.

- A. The Town agrees to deduct the Union's membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Town by the Union, and the aggregate deductions of all employees shall be submitted together with a list of employees having deductions made and the total amounts deducted for each of those employees to the Union after such deductions are made. The amount deducted for the Union dues shall be submitted monthly in one (1) check.
- B. The Town will only collect dues when an employee has signed a check-off authorization form. The Town will not be required to take any disciplinary action against any employee who does not sign a check-off authorization.
- C. The authorization for deduction of dues may be stopped at any time provided the employee submits in writing to the Town and AFSCME Council 93 a ten (10) day notice of such intent.
- D. Employees who do choose to join the Union shall sign a card provide by the Union stating they were offer the opportunity to join and decline membership. Any employee declining Union membership

who later request representation shall agree to pay representational fees as listed on the non-member declaration card. Initial representational fees must be paid before being represented.

#### **ARTICLE 4 – ACCESS TO PREMISES**

Authorized representatives of the Union may enter Town premises during working hours for the purpose of inquiring into pending disputes and for the purpose of carrying into effect the provisions of this agreement, provided that neither such representative nor such visit shall disrupt, in any sense, the Town's operations. Such visits by such representatives shall be arranged with reasonable notice to the Police Chief or the Public Works Director and shall not interfere with departmental operations. A list of authorized Union Representatives who may enter the Town's premises will be furnished by the Union to the Town Manager within fourteen (14) days of the signing date of this agreement.

#### **ARTICLE 5 – MANAGEMENT RIGHTS**

- A. It is understood and agreed that the Town retains the rights and authority to manage, operate and direct the employees of the Town and its departments in all aspects, including, but not limited to, all rights and authority exercised by the Town prior to the execution of this Agreement, except as specifically provided for in this Agreement. These include, but are not limited to:
1. The right to determine its mission, policies, and to set forth all standards of service offered to the Public;
  2. To plan, direct, control and determine the operations or services to be conducted by employees of the Town;
  3. To determine the methods, means, number of personnel needed to carry out the departments' mission;
  4. To direct the work force;
  5. To hire, promote and/or assign employees within the department(s)
  6. To , suspend, reprimand, demote or discharge employees for just cause;
  7. To lay-off or relieve employees due to lack of work or funds or for other legitimate reasons;
  8. To make, publish and enforce reasonable rules and regulations;
  9. To schedule and assign work;
  10. To include new or improved work methods, equipment or facilities;
  11. To contract out for goods and services;
  12. To establish overtime;
  13. To perform unit work with non-unit employees, except as restricted by Article 16A, Section F and Article 16B, Section K and;
  14. To establish and modify job descriptions (which shall not impede the union's right to bargain the impact).
- B. When existing rules are changed or new rules are established, the Town shall provide copies of these rules to the employees.

## **ARTICLE 6 – GRIEVANCE PROCEDURE**

A grievance is defined as any dispute between the Town and the Union as to the meaning or application of a specific article of this agreement. Disputes arising between the parties shall be settled as follows:

- A. The Union must present the grievance in writing stating the specific article and, if applicable, subsection, of the contract which the Town has allegedly violated to the Department Head within ten (10) business days of the occurrence of the grievance or first knowledge of the grievance or the reason that the grievance has occurred.
- B. Within ten (10) business days after the grievance is presented by the Union, the Department Head will meet with the Union and the effected employee(s) to discuss the grievance. The Department Head will respond in writing, to the Union within ten (10) business days after the meeting date.
- C. Within ten (10) business days after the written response of the Department Head is due, if the grievance is not resolved, the Union may submit the grievance in writing to the Town Manager.
- D. Within ten (10) business days after the grievance is presented by the Union to the Town Manager, the Town Manager will meet with the Union and the effected employee(s) to discuss the grievance. Within ten (10) business days after the Union has met with the Town Manager, the Town Manger shall respond, in writing, to the Union as to his/her decision regarding the grievance. The Town Manger may elect to have the Department Head present at the meeting. The Town and the Union shall be entitled to have witnesses present for all or part of this meeting.
- E. In the event that the decision of the Town Manager is not acceptable, the Union may, within ten (10) business days after the decision due date, file a written request for Grievance Arbitration of the issue. The Town and the Union shall attempt to mutually agree upon an arbitrator. If the Town and the Union cannot agree upon an arbitrator in seven (7) business days, either party may request the Labor Relations Connection to name an arbitrator.
- F. The Arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the specific terms of this agreement.
- G. The Arbitrator’s decision shall be final and binding on the parties for the duration of the agreement.
- H. Expenses for the Arbitrator’s services and the proceedings shall be borne equally by the parties. However each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made providing it pays for the record.
- I. The time limits for the foregoing processing of grievances may be extended by written mutual agreement.

## **ARTICLE 7 – EXAMINATIONS**

- A. Physical or psychological examinations may be required by the Town, at its expense, and shall be promptly complied with by all employees. The employee shall authorize the release of the examination report to the Town designated physician. If an employee has received treatment for a condition that may affect his or her mental or physical ability to perform the duties of the job, the employer may also require the employee to release the relevant portions of his or her medical records the employers designated physician, or to authorize the employers designated physician to speak with the employee's physician regarding said condition. The employee shall have the right to be present during any discussions, including telephonic or similar modes of discussion, held between the employers designated physician and the employee's physician

## **ARTICLE 8 – PAID LEAVES OF ABSENCE**

This article shall be effective upon the signing of contract by authorized representatives of both the town and the union.

- A. In the event of a death in the immediate family of an employee, the employee shall be granted up to five (5) days leave of absence with full pay to make household adjustments or to attend funeral services. "Immediate family", for purposes of this article, is defined to include spouse, domestic partner, parents, children, brothers, sisters and parents in law.
- B. In the event of the death of any other person, the Department Head may, at his/her discretion, grant a period of time, not to exceed one (1) day, for the purpose of attending the funeral.
- C. Employees shall be granted a leave of absence with full pay any time they are required to report for jury duty, jury service or subpoenaed by a court as a result of them being a Town employee, provided that any compensation received for such services, exclusive of travel expenses, shall be reimbursed to the Town.
- D. The Town agrees to observe Federal and State law concerning Military Leave.

## **ARTICLE 9 – SICK LEAVE**

- A. Any employee contracting or incurring any non-service connected sickness or disability which renders such employee unable to perform the duties of his employment, shall receive sick leave with pay in accordance with the agreement of accumulation as outlined below.
- B. Employees shall start to earn sick leave from the date of his/her hire and shall accumulate sick leave at a rate of 1.85 hours per week up to a maximum seven hundred and twenty (720) hours accumulation.
- C. The Department Head or Town Manager may at his/her discretion require a physician's certificate prior to granting paid sick leave for sick leave requested in excess of three consecutive days,. Any fee incurred for said doctor's visit after any health insurance reimbursement shall be paid by the Town.

- D. Any employee desiring to be placed on sick leave must, unless incapacitated, report by phone to the Department Head, or in person, a minimum of one hour (1) for Public Works Department employees and three (3) hours for Police Department employees before the start of his/her scheduled shift for each day of illness. This requirement maybe waived by the Department Head. The employee shall state the phone number where he/she can be reached. Failure to comply with this section may result in loss of pay.
- E. Employees may use sick leave to attend to family members illnesses for up to forty (40) hours per calendar year. Upon request the Town Manager may allow an employee to use more than forty (40) hours sick leave per year to attend to family members' illnesses. The Town Mangers decision to deny or limited the amount of leave granted in excess of forty (40) hours sick leave per year to attend to family members illnesses shall not be appealable or grieve able and shall not be subject to this agreements grievance procedure nor shall it set precedent for future actions. For purposes of this section "family" shall be defined as defined in the Family Medical Leave Act. This section shall not be applied in an arbitrary or capricious manner.
- F. Sick time used shall be charged to the employee's sick leave account in one half (1/2) hour increments
- G. The Town agrees to observe Federal and State law concerning the Family Medical Leave Act. (FMLA). The Town's FMLA year shall be on a calendar year basis
- H. Employees unable to work due to a work related injury or illness who are receiving workers compensation loss time payments from the Town's workers compensation insurance plan may utilize their accumulated sick time to pay for certain existing payroll deductions. Said deductions shall be limited to property taxes payable to the Town of Waldoboro, union dues, as well as the employee share of the following town sponsored employee benefits: health insurance, voluntary life insurance, income protection, and vision care.
- I. Employees have the ability to use two (2) personal days per year that will be deducted from the employee's sick leave allotment. These days cannot be carried over if the personal days are not used by the end of the year they will revert back to sick time. Employees must have two (2) weeks of sick time on the books to utilize the personal day option. Employees must give twenty four (24) hour notice to the Supervisor, any request made with less than twenty-four hours' notice shall be granted at the sole discretion of the Supervisor. Employees are responsible to find their own replacements in order for this option to be used.

**ARTICLE 10 – HOLIDAYS**

- A. The following days shall be paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
	Christmas Day

- B. In lieu of Patriots Day employees shall also be granted one (1) floating holiday per calendar year which must be used during said calendar year or be lost. The floating holiday may be used at a time approved by the Department Head and shall be paid at a straight rate of pay.
- C. Public Works Department employees shall observe holidays which occur on a Saturday on Friday and holidays which occur on Sunday on Monday.
- D. Police Department employees shall observe holidays on the actual day of the holiday., for example if Independence Day falls on a Saturday it will be observed on that Saturday.
- E. Employees shall receive pay equal to the normal hours of their regular shift at his/her regularly hourly rate for each of the above listed holidays
- F. Police Department employees, who are required to work on a holiday, shall be paid one and one half times his/her regularly hourly rate for hours worked on the holiday.
- G. Public Works Department employees who are required to work on any holiday shall be paid at one and one half time his/her regular rate for all hours worked on the holiday.

**ARTICLE 11 – SEPARATION OF EMPLOYMENT**

- A. Upon separation, including involuntary separation, the Town shall pay to the employee all wages owed and any vacation pay due. Such wages and accrued vacation pay will be paid at the next regular pay day provided that any issued equipment, tools, or clothing have been returned.
- B. Upon voluntary separation, and provided the employee complies with the requirements of Article 11, Section C, the Town shall pay to the employee his/her accumulated sick days, up to a maximum of thirty (30) days, provided the employee has twenty (20) years full time consecutive service in a unit position(s) and the payment would not be deemed as an early retirement incentive by MainePERS.
- C. The employee shall provide the Town with written notice of intent to voluntarily terminate employment fourteen (14) calendar days prior to such termination.

**ARTICLE 12 – VACATIONS**

- A. Employees shall accrue vacation at the following rates:

Eighty hours (80)	Start to 7 years of service
One hundred and twenty hrs. (120)	7 years to 14 years of service
One hundred and sixty hrs. (160)	14 to 20 years of service
Two hundred hrs. (200)	20 years and over

- B. Vacation accrual rates shall be measured from the employee’s last continuous date of hire.



- C. Request for vacation time shall be in writing on a form furnished by the Town and must be submitted to the Department Head fourteen (14) days in advance. The fourteen (14) day advanced notice maybe waived at the discretion of the Department Head. Vacation leave shall be granted when, in the opinion of the Department Head, it shall be convenient to the conduct of departmental operations.
- D. Vacation time maybe accumulated up to a maximum of two (2) year worth of accrual. Once an employee reaches two years of accrual he/she will stop accruing vacation until such time as the amount of vacation accumulation falls below the two year accumulation level, unless vacation time not accrued resulted from an employee's vacation request being denied by the Town. Any excess vacation time carried forward beyond the two year limit as a result of denial shall be utilized in six (6) months or forfeited. For Public Works employees the six (6) month period shall not include the period of November 1st to April 1st.
- E. Vacation time used shall be charged to the employee's vacation account in one half (1/2) hour increments.
- F. Vacation time may not be used during the first six (6) months of employment.
- G. Upon mutual agreement between the Town and employee, an employee eligible to accrue three or more weeks of vacation per year may, on an annual basis, sell back to the Town accumulated vacation time at the employees current rate of pay in accordance with the below listed limits. The employee must provide notice of request to sell back vacation time 30 days prior to payout. The Town may waive this prior notice requirement.

Total Accumulation	Sell Back Limit
3 weeks	1 week
4 weeks	2 weeks
5 weeks	3 weeks

The Town assumes the responsibility to notify employee's when excess vacation time has accrued beyond the limit.

The newly recognized positons of Harbor Master/Shell Fish Warden, Part-Time Transfer Attendant shall receive up to two (2) weeks unpaid time off as approved by the Department Head with fourteen (14)n days advanced notice. The IT position shall have three (3) weeks paid vacation

**ARTICLE 13 – WAGES**

- A. Employees shall be paid hourly wages in accordance with the pay scale attached hereto and labeled as Appendix A.
- B. New employees shall, at the completion of their probationary period, be paid in accordance with the hourly rates depicted on Appendix A. Notwithstanding this subsection, at the completion of the

probationary period, new police employees who have more than 12 years of similar work experience at another employer(s) may be granted starting pay at the 8 year rate and new police employees who have 12 or less years of similar work experience at another employer(s) may be granted starting pay at the up to six (6) year rate, but no greater than the actual length of service. Employees who are initially paid at a rate higher than the post probationary shall advance along the pay scale with additional years of service credit as appropriate. This alternative service credit is for pay rate purposes only and shall not impact seniority, vacation accumulation or any other time for service benefit.

- C. All payroll checks shall be electronically direct deposited in a financial institution(s) of the employee's choice, up to a maximum of two institutions per employee. The current payroll ending date is midnight Sunday and the Town shall not change the payroll ending date without meeting and consulting with the Union.
- D. All pay rate adjustments, except adjustments granted at the completion of a probationary period, shall be granted on the employee's anniversary date, based on the attached salary schedule.
- E. All pay adjustments for the Public Works Department shall be based on the attached salary scale, and awarded on July 1.

#### **ARTICLE 14 - LATERAL AND PROMOTIONAL ADVANCEMENT PROCEDURE - PUBLIC WORKS**

- A. If a Laborer/Attendant obtains a CDL s/he shall be advanced to the pay grade of a Highway 2 as of the first pay period of the following July. The employee shall be eligible for extra work within the department when available (such as plowing) and shall be eligible to be promoted to a higher classification position within the department in the event of a vacancy.
- B. If a Highway 2 employee shows sufficiency to:
  - 1. operate a minimum of two pieces of equipment
  - 2. perform basic equipment maintenance and
  - 3. completes the towns training related to the use of welding equipment,

the employee shall be provided with an opportunity to have his/her abilities tested for reclassification as a Highway 3.

The test shall be conducted by the Public Works Director and the Equipment Operator. The test shall include the following:

- 1. Ability to perform normal day-to-day preventive maintenance of the equipment.
- 2. Knowledge of the limitations of the equipment
- 3. Knowledge of the proper operating procedures.
- 4. Ability to operate the assigned equipment safely including in confined areas.

5. Ability to operate the assigned equipment while staying within the guidelines of safe operation.
6. Ability to load and unload the assigned equipment on a low bed trailer.
7. Full knowledge of the safety features of the assigned piece of equipment.

The determination of proficiency shall be judged by the Public Works Director and the Equipment Operator. If the employee is deemed to be proficient the employee shall be promoted to a Highway 3 classification as of the first pay period of the following July.

If the employee is deemed not to be proficient the employee may request to be reevaluated after six months.

- C. To advance laterally from post probationary to the experienced pay grade an employee must have completed a minimum of one year of employment from the completion of his/her probationary period within the Public Works Department and show competence in all areas of work within his/her classification. Lateral advancement is at the determination of the Town Manager upon recommendation of the Public Works Director and shall be effective as of the first pay period of the following July.

#### LATERAL AND PROMOTIONAL ADVANCEMENT PROCEDURE – POLICE DEPARTMENT

### ARTICLE 15 – HEALTH INSURANCE

- A. The Town will provide Maine Municipal Employees Health Trust (MMEHT) Insurance plan PPO 2500 or a reasonably equivalent plan with an Health Reimbursement Account reimbursement up to the deductibles and co pays which were contained in the Town's previous insurance plan known as the MMEHT POS-C plan. See appendix C pages 1 and 2 for the current differences between the two plans which may be changed from time to time by MMEHT. It is understood that the Town may elect to utilize other health insurance vendors or plans.
- B.
  1. The Town will pay 100% of the premium for the employee and 85 % any dependent coverage elected by the employee for all employees.
- C. Cash in Lieu of Health Insurance
  1. The town will pay the amounts specified below to employees eligible to participate in the health insurance plan who do not participate for the 12 month periods from January 1 to December 31 and provide proof of coverage from another source.
  2. Payments shall be made on a semi-annual basis in June and December and shall be subject to applicable withholding of taxes.

3. Payments shall not be made for dependents that are no longer eligible to participate.
4. If a married couple works for the Town, and both qualify separately for the Town's health insurance, they may not receive cash in lieu payment if either (or both) spouse is enrolled.
5. Annual payment amounts are as follows: Employee only, \$1,000; Dependent only, \$2,000; Employee and dependents \$3,000.

#### **ARTICLE 16 – RETIREMENT**

The Town will provide retirement benefits under the Maine Public Employees Retirement System in effect at January 1, 2012 which is Plan 3C for police employees and AC for public works employees.

#### **ARTICLE 17 A – WORKWEEK/OVERTIME WORKWEEK – POLICE**

- A. The regular work week shall consist of forty (40) hours within a one hundred and sixty eight (168) hour period with fixed starting and ending times.
- B. The regular work day will consist of ten (10) consecutive hours including breaks and meal periods.
- C. Overtime at the rate of one and one half (1 ½) times the employees regularly hourly rate shall be paid for all hours worked over forty hours during the work week. "Hours Worked" for the purposes of overtime computation shall be defined as actual hours worked, vacation, personal sick days and sick leave as defined in Article 9 Sick Leave § E, holidays and bereavement leave.
- D. Minimum court time and call in pay shall be three (3) hours or actual hours worked whichever is greater. Court time shall begin when an employee has departed his/her residence and begun to travel to court. Call in pay must be pre-approved by the Police Chief or his/her designee.
- E. Notwithstanding B above, the Town retains the right to modify the above schedule at its sole discretion; however, the Town agrees to meet and consult with the Union prior to implementing a schedule change. It is acknowledged that meeting and consulting does not impinge on the Union's right to bargain the impact of schedule changes.
- F.
  1. Eligible employees will be entitled to a first refusal of additional work and/or overtime prior to the Town utilizing reserve officers.
  2. Overtime will be assigned at the discretion of the Police Chief or his/her designee. The Police Chief will make reasonable effort to distribute overtime hours equitably amongst employees who request to be assigned overtime and who are available. Nothing in this section shall prevent the Town from utilizing reserve officers to fill long term vacancies of (6) six or more days including vacancies anticipated to be (6) six or more days. In addition the Town may utilize reserve officers to fill the Wednesday shift vacancy caused by the schedule prior to offering that shift to a unit member.

## **ARTICLE 17 B – WORKWEEK/OVERTIME WORKWEEK- PUBLIC WORKS**

- A. The regular hours of work each day shall be consecutive except that they shall be interrupted by a fifteen (15) minute paid break in the morning and afternoon and an unpaid lunch break, except Transfer station employees will regularly work consecutive hours that includes an unpaid lunch break taken at a time that is convenient to the operation and users of the transfer station.
- B. The regular workweek shall consist of five (5) consecutive 8-hour days, Monday to Friday 7:00 am to 3:30 pm, except that Transfer Station employees currently are scheduled to work Tuesday through Saturday 8:00 am to 4:00 pm. Starting and ending times of a work shift shall be determined by the Director of Public Works.
- C. "Hours Worked" for the purposes of overtime computation shall include actual hours worked, vacation, sick leave, holidays and bereavement leave.
- D. The Town retains the right to modify the above schedule at its sole discretion; however, the Town agrees to meet and consult with the Union prior to implementing a schedule change. It is acknowledged that meeting and consulting does not impinge on the Union right to bargain the impact of schedule changes.
- E. Call in pay shall be three (3) hours or actual hours worked whichever is greater. Call in pay must be pre-approved by the Public Works Director or his/her designee.
- F. The Town will pay eligible public works employees designated by the Public Works Director to be on call during the period November 1 to April 1 an additional thirty-five (\$0.35) cents per hour when on call during the period November 1 to April 1. Failure to comply with all on call requirements shall result in forfeiture of the thirty-five (\$0.35) cents per hour pay differential and possible disciplinary action. The thirty-five (\$0.35) cents per hour pay differential shall not be paid to an employee who is excused by the Public Works Director from the on call requirements and is on paid or unpaid leave. For purposes of this section "on call" shall mean available to be contacted by telephone (24) twenty four hours per day (7) seven days per week and arriving at work within one hour of being called.
- G. Eligible employees will be entitled to a first refusal of additional work and/or overtime. For winter operations from November 1 to April 1 of each year, the Town agrees to establish a first call system whereby at the beginning of the winter season qualified highway division employees may determine whether or not they wish to be on the list of first call employees. From the list of those employees who wish to be on the first call list, the Director of Public Works will create a schedule whereby each interested employee will be assigned to first call responsibilities for periods of one week at a time and rotate through the winter season. If assign to first call responsibilities and the employee fails to respond in a timely fashion or does not answer his phone, it may result in disciplinary action. The creation of the first call system does not eliminate any other employees responsibility concerning winter call in as stated in Article 16B Section J. For overtime opportunities other than winter operations, the Town will utilize a wheel rotation system list to call eligible employees for additional work and/overtime. If an eligible employee refuses the additional work and/or overtime or fails to answer his/her phone, then said employee, for purposes of this rotation system, will be treated as if

he/she had accepted the additional work and/or overtime. The Town will next offer the additional work and/or overtime to the next eligible employee on the seniority list after the employee who accepted the last additional work and/or overtime assignment. Nothing in this section shall preclude the Director of Public Works from performing overtime work in emergency situations or if the work involved is anticipated to take thirty minutes or less.

#### **ARTICLE 18 – SEPARABILITY OR SAVINGS**

- A. If any Article or Section of this agreement shall be found contrary to any law, such invalidity shall not affect the validity of the remaining provisions. If such an event occurs, the parties agree to meet within thirty (30) days.
- B. By mutual agreement this agreement may be reopened to negotiate a single matter. Agreement to reopen under such limitations does not obligate either party to negotiate any other matter.

#### **ARTICLE 19 – SENIORITY, REDUCTION IN FORCE AND RECALL**

- A. Separate seniority lists shall be established for each Department naming all the employees covered by this agreement, with the greatest seniority (years of service) listed first. Seniority shall be based upon the employees last date of permanent hire in a bargaining unit position.
- B. The seniority list shall be brought up to date on January 1<sup>st</sup> of every year and immediately thereafter posted on the bulletin board for a period of not less than thirty days. Any objections to the seniority list as posted must be reported to the Town Manager within ten days from the date posted or it shall stand as accepted.
- C.
  - 1. Prior to any employee being laid off, the Town Manager and the Union shall meet to review the layoff procedure contained in this agreement.
  - 2. Police employees shall not be entitled to displace public works employees nor shall public works employees be entitled to displace police employees.
  - 3. Employees shall be laid off in the inverse order of seniority by classification.
  - 4. An employee whose position is eliminated shall be entitled to displace the employee with the least amount of seniority in an equal or lower classification provided the employee whose position is eliminated has greater seniority.
  - 5. For purposes of this article only, "classification" shall mean in rank order from highest to lowest:
    - a. Police: 1-Sergeant, 2- Detective, 3-Corporal, 4-Patrol Officer, 5-School Resource Officer
    - b. Public Works: 1-Equipment Operator, 2- Transfer Station Operator and Highway 3, 3-Highway 2, 4 - Attendant/Laborer I.

6. Notwithstanding C, 2 above, the town may consider the skill and ability of the employee being laid off in determining the layoff order. If the town invokes skill and ability to bypass a more senior employee, the town will meet with the Union to explain its reasoning. If the Union disagrees with the Town invoking skill and ability to bypass a more senior employee, the Union may submit the disagreement to the grievance process to determine if the town acted in a capricious or arbitrary manner. For any layoffs for the Police Department the determining factor shall be seniority, excluding the School Resource Officer.
- D. Laid off employees shall remain on a recall list for 12 months. Laid off employees shall be recalled according to seniority by classification. Employees who return to work as a result of recall shall have the balance of any unpaid accrued sick time at time of layoff restored.
- retain seniority at time of layoff.
- E. Any employee shall lose his/her seniority if he/she:
- (a) voluntarily resigns from his/her employment;
  - (b) is discharged for just cause;
  - (c) is absent from work for a period of three (3) consecutive workdays without notifying the appropriate Town authority, unless extenuating circumstances existed;
  - (d) is laid off and not recalled for work within twelve (12) months of the date of layoff;
- (e) if the employee accepts promotion to a position, outside of the bargaining unit but within the agency, and fails to return to the bargaining unit within one (1) year of the date he/she left the bargaining unit; and
- (f) fails to notify the appropriate Town authority, within three (3) calendar days of the receipt of the notice of recall, of the intent to return to work, unless extenuating circumstances beyond the control of the employee prevent the employee from doing so.
- The recalled employee must report for work, to the position for which recalled, within thirteen (13) calendar days of the date of receipt of the notice of recall if such notice has been mailed to the last known address. Failure to do so shall be considered as a break in service and terminates all rights of recall. Notices of recall shall be sent by certified mail to the employee's last known address. Employees on layoff are required to keep the appropriate Town authority informed of their current address.

#### **ARTICLE 20A – PROBATIONARY PERIOD-POLICE**

- a. All law enforcement employees shall serve a probationary period lasting from the first date of hire until one (1) year, or after graduation from the Maine Criminal Justice Academy or date of waiver of same, whichever is the longest. Newly hired law enforcement officers who have graduated from the MCJA shall serve a one (1) year probationary period.
- b. An employee on probation shall be subject to removal without cause and shall have no right to the grievance procedure
- c. An employee promoted to a higher classification, shall serve a six (6) month probationary period in that higher classification. During the six (6) month promotional probationary period, an

employee who does not successfully complete his/her probationary period shall be entitled to return to his/her previous position.

- d. An employee on promotional probation shall be subject to reassignment to his/her previous position with cause and shall have the right to the grievance procedure

#### **ARTICLE 20B – PROBATIONARY PERIOD-PUBLIC WORKS**

- i. All public works employees shall serve a six (6) month probationary period, effective from the first (1<sup>st</sup>) working day.
- ii. An employee on probation shall be subject to removal without cause and shall have no right to the grievance procedure.
- iii. An employee promoted to a higher classification, shall serve a three (3) month probationary period in that higher classification. During the three (3) month promotional probationary period, an employee who does not successfully complete his/her probationary period shall be entitled to return to his/her previous position.
- iv. An employee on promotional probation shall be subject to reassignment to his/her previous position with cause and shall have the right to the grievance procedure.

#### **ARTICLE 21 – HEALTH AND SAFETY**

- A. The Union recognizes the right of the Town to establish rules and regulations for the safe, sanitary and efficient conduct of the Town's business.
- B. Proper safety equipment shall be provided by the Town for all employees engaged in work where such equipment is necessary. When safety equipment, including ballistic vests, is provided it must be used as intended.
- C. Any employee involved in any accident shall immediately report in writing the accident to his/her department head, and when possible, describe any physical injury sustained. Reports shall be made on a form provided by the Town.

#### **ARTICLE 22 – BULLETIN BOARDS**

The Town will provide suitable space for bulletin boards at the Police and Public Works Department. The Union shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins, it is understood that the Union shall provide said bulletin board and maintain it.

#### **ARTICLE 23 – PERSONAL IDENTIFICATION**

Employees shall carry and display personal identification if required to so by the Town. The cost of such personal identification shall be borne by the Town.



**ARTICLE 24 – INSERVICE TRAINING**

The Town recognizes the importance of employee training and shall provide training for its employees. The Town realizes that some training is mandatory for an employee to remain certified or licensed and shall make reasonable attempts to provide such training. Requests for training shall not be unreasonably denied. Reason for denial shall include, but not be limited to, costs, location of training and manpower availability. At least annually each sworn member of the Police Department covered by this agreement shall receive Fire Arms Training/Certification.

**ARTICLE 25 – NO STRIKES**

- A. Employees shall not engage in:
  - 1. A work stoppage
  - 2. A slowdown; or
  - 3. A strike
  
- B. In the event that an employee(s) participates in such activities in violation of this provision, the Union shall notify the employee(s) so engaged to cease and desist from such activities and to return to their normal duties.

**ARTICLE 26A – POLICE: UNIFORMS AND EQUIPMENT**

The Town shall provide each employee, at no cost to the employee, all uniforms, shoes, and other equipment for the regular performance of the employee’s duties. The Town shall pay for dry cleaning of uniforms.

**ARTICLE 26B – PUBLIC WORKS: UNIFORMS AND EQUIPMENT**

- A. The Town will reimburse each employee up to \$250.00 per year for the purchase and maintenance of work clothes.
  
- B. The Town will reimburse each employee on annual basis up to one hundred and fifty (\$150) dollars for the purchase of safety work boots or shoes. Steel toed work boots/shoes must be worn at all times and are mandatory for employment. Safety boots are defined as ANSI approved.

**ARTICLE 27 - DISCIPLINE AND DISCHARGE**

- A. The Town may place an employee on immediate administrative leave with pay in order to conduct an investigation related to potential discipline. Within five (5) days the Town shall send the employee a written notice stating the reason for being placed on the administrative leave.
  
- B. The Town will utilize progressive discipline except in extreme cases as exemplified in section D.
  
- C. Written reprimands, suspensions, disciplinary probations and discharges shall only be rendered for just cause, with all but written reprimands being after notice and hearing by the Town Manager.

D. The following lists of actions may be cause for immediate suspension or discharge and not subject to the concept of progressive discipline. This list is not intended to be exhaustive.

- Negligent or willful damage of property
- Falsifying reports, time cards, or other documents
- Knowingly making false allegations or statements
- Wanton carelessness or negligence
- Sexual harassment
- Gross insubordination
- Malicious activity that places the safety of others at risk
- Using illegal drugs and/or drinking alcohol at work or reporting to work under the influence of illegal drugs or alcohol
- Substantiated theft from the Town, another town employee or the public.
- Conviction of a felony or inability to report to work due to incarceration pursuant to a sentence imposed by a court or other official of the judicial system.
- Failure to maintain possession of a valid motor vehicle driver's license for reasons pursuant or related to violations and/or infractions of motor vehicle laws.

E. Nothing in this article shall impinge upon the Town's right, subject to compliance with Federal and State Leave Laws and regulations, to discharge an employee who is unable to perform the essential functions of his/her position, not related to discipline.

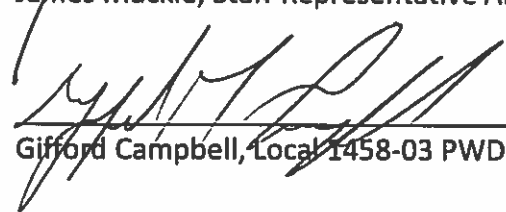
**ARTICLE 28 – DURATION OF AGREEMENT**

This agreement shall be effective July 1, 2019 shall remain in full force and effect until June 30, 2022.

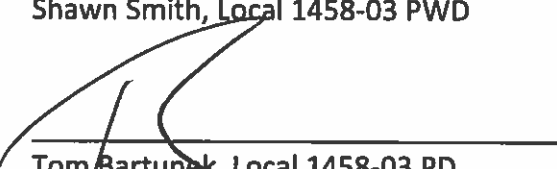
IN WITNESS WHEREOF, the parties hereto have set their hands this 25<sup>th</sup> Day of June, 2019.

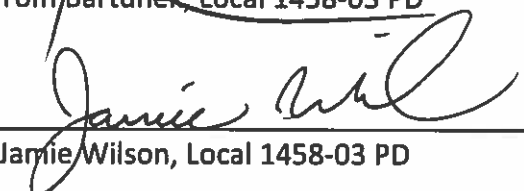
For the Union:

  
James Mackie, Staff Representative AFSCME

  
Gifford Campbell, Local 1458-03 PWD

Shawn Smith, Local 1458-03 PWD

  
Tom Bartunek, Local 1458-03 PD

  
Jamie Wilson, Local 1458-03 PD

For the Town:

  
Julie Keizer, Town Manger

APPENDI A Step  
Increases will take  
place on the employees  
anniversary date

Waldoboro  
Police  
Wages

July 1, 2019	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15
Patrol	\$19.87	\$20.18	\$20.48	\$20.79	\$21.09	\$21.41	\$21.74	\$22.06	\$22.38	\$22.70	\$23.02	\$23.26	\$23.50	\$23.74	\$23.98
Detective or Corporal			\$20.97	\$21.29	\$21.61	\$21.94	\$22.26	\$22.59	\$22.91	\$23.23	\$23.55	\$23.79	\$24.03	\$24.27	\$24.51
Sergeant			\$23.32	\$23.69	\$24.06	\$24.43	\$24.80	\$25.17	\$25.54	\$25.91	\$26.28	\$26.56	\$26.84	\$27.12	\$27.40

July 1, 2020	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15
Patrol	\$21.54	\$21.85	\$22.15	\$22.46	\$22.76	\$23.08	\$23.41	\$23.73	\$24.05	\$24.37	\$24.69	\$24.93	\$25.17	\$25.41	\$25.65
Detective or Corporal			\$22.64	\$22.96	\$23.28	\$23.61	\$23.93	\$24.26	\$24.58	\$24.90	\$25.22	\$25.46	\$25.70	\$25.94	\$26.18
Sergeant			\$24.99	\$25.36	\$25.73	\$26.10	\$26.47	\$26.84	\$27.21	\$27.58	\$27.95	\$28.23	\$28.51	\$28.79	\$29.07

July 1, 2021	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15
Patrol	\$23.21	\$23.52	\$23.82	\$24.13	\$24.43	\$24.75	\$25.08	\$25.40	\$25.72	\$26.04	\$26.36	\$26.60	\$26.84	\$27.08	\$27.32
Detective or Corporal			\$24.31	\$24.63	\$24.95	\$25.28	\$25.60	\$25.93	\$26.25	\$26.57	\$26.89	\$27.13	\$27.37	\$27.61	\$27.85
Sergeant			\$27.66	\$27.03	\$27.40	\$27.77	\$28.14	\$28.51	\$28.88	\$29.25	\$29.62	\$29.90	\$30.18	\$30.46	\$30.74

<b>Waldoboro Public Works Wage Scale</b>			
<b>July 1, 2019 3% Increase</b>	Entry	Post Probationary	Experienced
Att/Laborer I	\$13.04	\$14.58	\$14.75
Highway 2	\$16.88	\$18.24	\$18.39
Highway 3	\$16.90	\$18.39	\$19.20
Transfer Station Operator	\$16.90	\$18.39	\$19.20
Equipment Operator	\$20.18	\$21.99	\$22.58
Part-Time Transfer Station Attendant	\$10.93	\$10.93	\$10.93

<b>July 1, 2020 3% Increase</b>	Entry	Post Probationary	Experienced
Att/Laborer I	\$13.43	\$15.02	\$15.19
Highway 2	\$17.39	\$18.79	\$18.94
Highway 3	\$17.41	\$18.94	\$19.78
Transfer Station Operator	\$17.41	\$18.94	\$19.78
Equipment Operator	\$20.78	\$22.65	\$23.25
Part-Time Transfer Station Attendant	\$11.26	\$11.26	\$11.26

<b>July 1, 2021 3% Increase</b>	Entry	Post Probationary	Experienced
Att/Laborer I	\$13.83	\$15.47	\$15.65
Highway 2	\$17.91	\$19.35	\$19.51
Highway 3	\$17.93	\$19.51	\$20.37
Transfer Station Operator	\$17.93	\$19.51	\$20.37
Equipment Operator	\$21.41	\$23.33	\$23.95
Part-Time Transfer Station Attendant	\$11.59	\$11.59	\$11.59