

AGREEMENT

July 1, 2025 to June 30, 2028

BETWEEN

CITY OF AUGUSTA, MAINE

AND THE

AUGUSTA PUBLIC WORKS DEPARTMENT LOCAL 1458-02

COUNCIL #93, AMERICAN FEDERATION OF

STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), AFL-CIO

INDEX

| | Page |
|---|------|
| ARTICLE 1: Recognition | 1 |
| ARTICLE 2: Checkoff..... | 1 |
| ARTICLE 3: Hours of Work | 2 |
| ARTICLE 4: Rest Periods | 4 |
| ARTICLE 5: Holidays | 5 |
| ARTICLE 6: Seniority..... | 6 |
| ARTICLE 7: Sick Leave..... | 7 |
| ARTICLE 8: Appearance | 9 |
| ARTICLE 9: Uniform and Protective Clothing..... | 9 |
| ARTICLE 10: Military Leave..... | 10 |
| ARTICLE 11: Leave of Absence..... | 11 |
| ARTICLE 12: Absence without Leave..... | 11 |
| ARTICLE 13: Bereavement Leave..... | 11 |
| ARTICLE 14: Jury Duty..... | 12 |
| ARTICLE 15: Union Bulletin Boards | 12 |
| ARTICLE 16: Vacations..... | 12 |
| ARTICLE 17: Earned Paid Leave | 14 |
| ARTICLE 18: Separation of Employment | 14 |
| ARTICLE 19: Working Rules | 14 |
| ARTICLE 20: Tool Allotments | 15 |
| ARTICLE 21: Political Activity | 15 |
| ARTICLE 22: General Provisions | 16 |
| ARTICLE 23: Physical Examinations | 17 |
| ARTICLE 24: Outside Employment | 17 |
| ARTICLE 25: Acceptance of Gifts | 17 |
| ARTICLE 26: Union Activities..... | 17 |
| ARTICLE 27: Health Insurance Benefits..... | 18 |

| | |
|--|----|
| ARTICLE 28: Response Time..... | 19 |
| ARTICLE 29: Salary Schedule..... | 19 |
| ARTICLE 30: Grievance Procedure..... | 21 |
| ARTICLE 31: No Strike Provision..... | 23 |
| ARTICLE 32: Retirement..... | 23 |
| ARTICLE 33: Discipline and Discharge | 23 |
| ARTICLE 34: Payroll Direct Deposit..... | 24 |
| ARTICLE 35: Training..... | 24 |
| ARTICLE 36: Worker's Compensation | 24 |
| ARTICLE 37: Termination..... | 25 |
| APPENDIX A: Wage Scale..... | 26 |

Between the City of Augusta, Maine

and the

Augusta Public Works Department
Local 1458-02, Council #93

PREAMBLE

Whereas, the City of Augusta, Maine, (hereinafter referred to as "employer", and Council #93, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union") desire to establish a constructive, cooperative and harmonious relationship; to set forth the entire Agreement in relation to salaries, wages, hours of work, and other terms and conditions of employment; to promote effective service towards the accomplishment of the mission of the City; and to establish an equitable and peaceful procedure for the resolution of differences;

THEREFORE, this Agreement by and between the parties is entered into on July ____, 2025.

ARTICLE 1

RECOGNITION

The City recognizes the Union as the sole and exclusive Bargaining Agent for the Bargaining Unit for the purpose of collective bargaining and entering into agreements relative to salaries, wages, hours, and working conditions.

The Union recognizes that this Agreement shall be effective to the extent it is consistent with the rights conferred upon the City in accordance with the City Charter and the Municipal Public Employees Labor Relations Law as amended. The Union thoroughly recognizes that the City will determine the work to be performed by the Bureaus of Public Works, Buildings & Grounds, Parks & Cemeteries, Hatch Hill, Solid Waste and how the work will be performed; that it is the responsibility of the City to determine the tools, machines, and equipment necessary to perform the work; and the need to increase and decrease the complement of employees, as well as employment standards.

ARTICLE 2

CHECK OFF

Section 1 - Dues Deduction

The City agrees to deduct Union dues weekly in an amount authorized by the Executive Board of the Union from those members who shall sign a deduction card prior to any deduction being made. The City shall forward to the Treasurer of AFSCME of Maine, Council #93 such deductions each week.

Each employee who is a member of the Union shall maintain membership in the Union, provided that such employee may resign from the Union during a period of sixty (60) days prior to the expiration of this Agreement.

Employees who wish to contribute voluntarily to the AFSCME Political Action Committee (Peoples PAC) shall be able to do so through payroll deduction.

Section 2 - Non-Members

Any present or future regular employee who is not a Union member and who does not make application for membership in the Union shall sign a non-member waiver form, supplied by the union, which states they were offered the opportunity to join the union but choose not to.

ARTICLE 3

HOURS OF WORK

Section 1 - Regular Hours

The regular hours of work each day shall be consecutive except that they may be interrupted by a meal period.

Section 2 - Workweek

For payroll accounting purposes, the workweek shall commence at 12:00 a.m. Monday and end at 11:59 p.m. Sunday. The standard workweek for full-time employees shall consist of 40 hours, which includes five (5) consecutive 8-hour workdays, Monday to Friday, inclusive, except for employees in continuous operation or employees on a non-standard or compressed workweek.

With a minimum of 30 calendar days advance notice the City may change Department and/or Bureau operating days and hours, which may include changing to a non-standard or compressed workweek year-round or seasonally.

Subject to advance approval by the Bureau Director, an employee may "flex" his or her time within a workweek when it will not adversely impact budget or operations, service to citizens, or create a burden for other employees. For example, working late one day and leaving early later in the same workweek. Long-term flexible workweek arrangements must be approved in advance by the Department Director.

Section 3 - Workday

The 24-hour period, beginning at midnight, shall constitute the regular workday.

Section 4 - Work Shift

A work shift shall be eight (8) or more consecutive hours within a workday, with a 30 minute meal period approximately at the mid-point of each shift. The work shift shall be continuous, not including the meal period which shall be 30 minutes unless otherwise specified in this contract.

A standard work shift during the summer construction period for Public Works employees will be established by the Director of Public Works. Weather conditions permitting, the summer period will run April 1st through November 30th.

The normal winter schedule for Public Works employees will be shift work as designated by the Director of Public Works, as determined by the workload due to snow and ice conditions. The shift for snow pickup and removal will be from 11:00 p.m. to 7:00 a.m., or such hours as deemed appropriate by the Director of Public Works.

Hatch Hill days of work will be Tuesday through Saturday. Any changes to days of operation will be communicated to employees a minimum of 30 days in advance.

The standard work shift for Parks & Recreation and Development Services employees will be established by the respective Department Directors based on operational needs.

Section 5 – Overtime Operations & On-Call List

The call-in list for winter and emergency operations and Mechanics shall be on a rotation schedule and administered according to the Public Works Overtime Operations Policy. When an employee refuses to come in for a call-in operation or fails to answer a call and the supervisor or Director has exhausted the list, the supervisor or Director may demand that the individual come in. If an employee does not report for duty after being ordered to respond, the lack of response will be subject to progressive discipline.

In the event that management is unable to obtain adequate personnel through the call list, prior to the Director ordering Public Works employees and Mechanics to report for duty, Parks and Cemeteries employees and relief drivers who are qualified to do winter and emergency operations will be called and offered the opportunity to conduct winter and emergency operations but will not be ordered in.

The City will provide CDL drivers an additional \$25.00 per week from December 1st through March 31st for each full week they are on standby and available for call-in. To qualify for this payment, the employee must be fully available for call-in duty throughout the entire week. Disqualification from winter operations standby pay for a given week may occur if the employee:

- Calls out sick
- Fails to answer a phone call to report to duty,
- Refuses a call-in,
- Opts out of winter overtime,
- Is unfit for duty (e.g., due to illness, injury, or other conditions),
- Is otherwise unavailable for immediate report to work when contacted.

Section 6 - Meal Period

All employees shall be granted an unpaid 30 minute meal period during any shift lasting more than six (6) consecutive hours. Department Directors may authorize positions to work a schedule that instead includes a 30-minute paid meal period, which shall include travel time in the event employees who are working in the field choose to return to their assigned work location for their meal period.

Section 7 - Clean-up Periods

Employees shall be granted a reasonable amount of time to attend to basic personal hygiene needs before the meal period and at the end of the workday.

Section 8 - Overtime

Scheduling of overtime shall be to the best interest of the City, as well as a reasonable schedule of work.

In lieu of overtime pay, non-exempt employees may accumulate compensatory time up to a maximum of one hundred and eighty (180) hours, which may carry over from one year to the next. One (1) hour of overtime worked equals one and one half (1 1/2) hours of compensatory time. Compensatory time off shall be granted at the time requested by the employee, as long as operational needs allow.

Section 9 - Overtime Rate/Call-in Pay

All work in excess of the normal scheduled hours within a single day or forty (40) hours in any one (1) workweek shall be paid at the rate of time and one half (1 1/2). Overtime shall not be pyramided. For purposes of overtime calculation, "hours worked" shall include the following:

- Hours actually worked
- Hours compensated for by holiday-based pay
- Hours compensated for by bereavement leave
- Hours compensated for by vacation pay
- Hours compensated for by sick leave.

Any employee recalled to duty after completion of a regular shift will receive a minimum of three (3) hours call-in pay. Upon execution of the Summer Time Emergency Call-In memorandum, the minimum call-in pay will be increased to four (4) hours.

Situations in which an employee is held over and required to work beyond the normally schedule shift, or in which an employee has reported to work prior to an hour before his/her shift, are exempt from this provision of this section.

It is understood that an employee dismissed prior to completing three (3) hours of work, and recalled during the period of time, will not receive an additional three (3) hours minimum.

Section 10 - Overtime Rate/Saturday Work - Hatch Hill

Saturday overtime assignments will be filled by utilizing the "Hatch Hill Saturday Work Schedule Sheet". All overtime hours worked on Saturdays at Hatch Hill may be taken as pay or compensatory time.

ARTICLE 4

REST PERIODS

All employees' work schedules shall provide for a twenty (20) minute paid rest period. The rest period shall be scheduled midway between arrival and the 30-minute rest break whenever this is feasible. Additionally, as outlined in Article 3, Section 6, all employees shall be granted an unpaid 30 minute meal period during any shift lasting more than six (6) consecutive hours. Department Directors may authorize positions to work a schedule that instead includes a 30-minute paid meal period.

ARTICLE 5

HOLIDAYS

Section 1 - Holidays Recognized and Observed

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

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Patriot's Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Indigenous Peoples Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- Floating Holiday*

*Floating Holiday: The floating holiday is to be taken during the calendar year with the approval of the supervisor. Floating Holidays are not carried forward from year-to-year and are forfeited if not used within the 12 months of January 1 to December 31. Floating holidays are not paid out upon separation.

Section 2 - Holiday Eligibility

Employees in full-time, permanent positions shall be eligible for holidays upon hire. Eligible employees who perform no work on a holiday shall be paid their regular daily rate of pay.

Eligible employees who work a non-standard schedule and whose regular workday differs from the standard 8-hour day shall be paid their current hourly rate of pay multiplied by the number of hours they would have otherwise been scheduled on their regular workday had there not been an observed holiday.

Section 3 - Holiday Work

If an employee works on Christmas Day or Thanksgiving Day, the employee shall be paid at the rate of two (2) times the regular rate, in addition to the regular holiday, for all hours worked on the holiday (12AM-11:59PM).

If an employee works on any of the remaining 10 holidays listed above, the employee shall be paid at the rate of one and one-half (1 1/2) times the regular rate, in addition to the regular holiday pay, for all hours worked on the holiday (12AM-11:59PM).

When a holiday falls on a Saturday, it will be observed on the preceding Friday. If the holiday falls on Sunday, it will be observed on the following Monday.

Employees will accrue a floating holiday (8 hours) for holidays falling on the employee's regular day off. The floating holiday shall be used within six (6) months from when it was accrued and taken with permission of the Bureau Director.

ARTICLE 6

SENIORITY

Section 1 - Definition

Seniority means an employee's length of continuous service with the employer since the employee's last date of hire.

Section 2 - Probation Period

The City recognizes the first six (6) months of employment as the probationary period. The work and conduct of probationary employees shall be subject to close scrutiny and evaluation and, if found to be below standards satisfactory to the Department Head, the Department Head, with the approval of the City Manager, may remove or demote the probationer at any time during the probationary period.

The City may extend the six (6) month probationary period beyond six (6) months provided the Union is in agreement. Probationary period extensions will be documented in writing. The decision to remove or demote a probationer during an extension period is not subject to the grievance process.

Section 3 - Seniority Lists

Annually, but no later than February 1, the City shall post on the Union bulletin board two (2) seniority lists: one showing each employee's continuous full-time service in a position covered by the bargaining unit and the second showing a listing of each employee in job classification (i.e. pay band). The employee's length of service in job classification will be continuous service since date of employment in that job classification. A copy of seniority lists will be furnished to the local Union President when it is posted.

Section 4 - Evaluation Reports

All evaluations are to be done by at least one (1) supervisor that has at one time or another supervised the employee during the evaluation period. There shall be at least one evaluation annually completed no later than 30 days after the employee's anniversary date in that position. All evaluations are subject to review by the Bureau Director and/or Department Director.

Evaluations will be conducted by the employee's immediate supervisor. The evaluations will be reviewed and approved by the Bureau Director prior to the meeting. The supervisor will then discuss the evaluation with the employee. The evaluation report will provide space for the employee to agree or disagree with the evaluation.

Section 5 - Layoff

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority by classification. Employees will have bumping rights to any position within the unit, in an equivalent or lower pay band, for which they are currently qualified or would be qualified with a minimal amount of training. Upon separation, employees shall be paid all accumulated unused vacation and/or compensatory time. The City and the Union shall agree to meet to review the layoff procedure prior to any layoff.

Section 6 - Recall

For a period of twelve (12) months, employees shall be recalled from layoff according to their seniority by classification. No new employees shall be hired for a twelve-month (12) period following layoffs, until all employees on layoff status by classification have been attempted to be recalled or have refused the recall to work offer. Employees who are laid off are responsible to update the City of any change in their contact information. Certified mail that is returned to the City undeliverable or non-working telephone numbers will not constitute a failure on behalf of the City to notify the laid off employee.

Employees returning from layoff status shall retain their seniority that they had upon layoff and any accrued, unpaid balance of sick leave will be restored to their record.

Section 7 - Filling of Vacancies

All unit vacancies will be posted on employee bulletin boards for a period of ten (10) working days. Members of the unit will have an opportunity to apply for the position along with external applicants.

The City will evaluate all the internal and external candidates for the position using the job description of the position to evaluate the qualifications of the applicants. The City will give due consideration to existing employees, first to full time employees and then to part-time employees in the evaluation process and shall give preference to an internal candidate over a new applicant when their qualifications for the position are substantially equivalent.

In deciding between internal candidates, seniority shall be the deciding factor when internal candidates' qualifications for the open position are substantially equivalent.

Should a successful unit applicant determine within the first twenty-five (25) working days that they do not wish to remain in the position, for whatever reason, or should the City determine, within forty (40) working days of the employee's appointment that the employee cannot fulfill the requirements of the job, then the reason(s) therefore shall be put in writing, the Unit President notified, and the employee shall be returned to their former bargaining unit position.

Section 8 - Change in Classification

If an employee, for any reason, desires to leave a classification and enter a classification in which the pay scale is less, the employee shall make such application to the Department Director in writing. If such a change is approved by both the Department Director and the AFSCME Council 93 Staff Representative, such change in employee's classification may be made without using the procedures outlined in Article 6, Section 7.

ARTICLE 7

SICK LEAVE

Section 1 - Sick Leave Eligibility and Use

All permanent, full-time employees shall earn one (1) workday per month sick leave.

All employees eligible for sick leave with pay shall be granted such leave for the following reasons:

- (a) Personal illness or physical incapacity resulting from causes beyond the employee's control but not from injuries incurred in employment other than City employment.
- (b) The illness of a member of the employee's immediate family that requires the employee's personal care and attention, providing a physician recommends such care and attention. The immediate family will be defined to include mother, father, spouse, children and the employee's

significant other living in the same household. The Department Head shall have the authority to require the recommendations of a duly authorized physician prior to granting sick leave with pay as provided in this subsection.

(c) Enforced quarantine of the employee in accordance with community health regulations.

An employee on sick leave shall inform the immediate superior of the fact prior to the beginning of the scheduled shift on the first day of sickness and each day of unplanned absence thereafter. Failure to do so may result in the employee not receiving pay for time out sick. Except in the event of an emergency, the employee shall not have another individual notify the supervisor of the absence.

When an employee is on sick leave, the employee shall account for his/her time to the immediate Supervisor.

An employee not under a physician's care shall remain on the premises of his/her home during the period in which sick leave is taken, except that it is understood that a person be allowed reasonable latitude in regard to emergencies, medical appointments, drug store trips, etc.; however, if requested, the employee will give an explanation of his/her whereabouts. Absences that may qualify for FMLA leave, or other types of leave governed by State or Federal law, will be administered by Human Resources according to the City's leave policies. All communication related to the need to be absent for illness will be kept confidential and released on a 'need to know' basis only.

Abuse of the use of Sick Leave, or patterns of sick leave use that suggest abuse, such as frequent unplanned absences on Mondays and Fridays, days before or after a holiday, and/or abutting previously scheduled vacation days, or excessive use of Unapproved Leave, will be addressed through the progressive disciplinary action process. Employees may not use sick leave for hours they are scheduled to work for the City if they are receiving compensation for work performed through another employer.

Section 2 - Sickness, Injuries While Moonlighting

Upon employment by the City, each employee waives and releases the City from any labor expense or costs because of any injury or sickness incurred for reason of employment accepted by such employee with another employer. The employee releases the City from any claim for salaries, wages, or other benefits during any absence caused by such injury or sickness.

Section 3 - Accumulated Sick Leave

Regular full-time employees may accumulate a maximum of 960 hours of sick leave at any time.

Employees who have at least 10 years of regular service with the City and maintain a sick leave balance of a minimum of 240 hours of unused sick leave may elect to be paid out on an annual basis for up to 64 hours of unused sick leave. The cut-off date for compensation purposes shall be November 30 each year. Employees must make their request in writing to Payroll indicating the number of hours they wish to have paid out. Requests received after November 30 shall not be considered.

At the time of separation in good standing or death, an employee having ten (10) years of continuous, active service with the City will be compensated for 50% of the accumulated sick leave up to the aforementioned maximum limit provided the employee has accumulated at least 360 hours of sick time.

Section 4 - Chronic Sick Leave

Employees who are chronically ill or have a medical condition that impacts their ability to perform their work duties, or who are responsible to care for an immediate family member with a serious medical condition, may qualify for an approved leave or modified duty. Administration of chronic sick leave will be managed by Human Resources. Approval of modified duty and/or time off will be subject to any applicable

limitations of state or federal labor laws. After any injury, extended illness, surgery, or hospitalization an employee may be required to have their medical provider certify that the employee is physically and/or mentally capable and safe to return to normal duty.

ARTICLE 8

APPEARANCE

Employees are required to be clean, hair properly and reasonably groomed, and clothes neat and clean.

ARTICLE 9

UNIFORM AND PROTECTIVE CLOTHING

Section 1: Clothing Allowance

Mechanics shall be allocated an annual allowance of \$659.375 (\$625 plus 5.5%) to purchase and maintain work clothing. Other permanent full-time members of the bargaining unit shall each be allocated an annual allowance of \$527.50 (\$500 plus 5.5%) to purchase and maintain work clothing. The allowance will be paid in semi-annual installments on October 1 and April 1 of each calendar year. New hires will receive 50% of their annual allowance upon hire and then will receive the next regularly scheduled semi-annual installment following successful completion of the probationary period.

The City will continue to provide insulated overalls to all employees who are required to work outside during the winter. Any employee that expends more than the allocated clothing allowance will not be reimbursed by the City for the amount beyond the allocation.

Employees on lay-off are not eligible for the clothing allowance during the period of lay-off. Employees on an extended leave of absence of six (6) or more weeks will not receive the allowance until they return to work. Employees who have tendered their resignation are not eligible for subsequent payments.

Employees are responsible for any income tax on the clothing allowance that is required to be taxable according to the Internal Revenue Service regulations.

Section 2: Types and Condition of Wearing Apparel

Employees are expected to wear clothing that is clean and in good repair while on the job.

Employees shall not wear clothing with obscene, derogatory, or otherwise offense wording, pictures, or gestures on them. The City shall have the final say on whether an article of clothing is appropriate to wear at work.

If an employee is required to wear a uniform or protective device as a condition of employment, such uniform, protective clothing, or protective device, except safety shoes, shall be furnished to the employee by the employer; the cost of maintaining the required or protective clothing in proper working condition (including tailoring, dry cleaning, and laundering) shall be paid by the employer. Employees that show a pattern of abusing or losing issued safety equipment including safety gloves and vests shall be required to pay for the replacement of the piece of safety equipment after another set is issued upon review and approval of the Director.

Section 3: Prescription Safety Glasses

Prescription safety glasses will be provided when, in the judgment of the Director, such glasses are required to perform the primary duties of a position. Glasses may be replaced due to damage or vision changes. The cost reimbursed by the City for prescription safety glasses will be capped at \$300 per year. The City reserves the right to determine if a second pair of glasses is warranted due to the job assignment and need for safety eyewear.

Section 4: Safety Work Boots

The City agrees to reimburse on an annual fiscal year basis up to four dollars (\$400.00) for the purchase of safety work boots and boot related items for the purchased boots. For example: a set of laces, insoles, water preservative and socks. Reimbursement may be made on an annual basis upon presentation by the employee of a purchase receipt. Receipts shall be submitted no later than May 31 of the fiscal year in which the purchase was made. Employees on probationary status will be reimbursed up to two hundred dollars (\$200.00) upon hire for the purpose of purchasing an initial pair of safety boots provided a valid receipt is submitted for the proof of purchase.

The City shall attempt to make arrangements with boot vendors for an employee to purchase the safety work boots with the vendor billing the City directly. The City shall attempt to negotiate a volume discount on behalf of the employee. Should an employee choose to purchase boots from another vendor, other than the one with whom the City has arranged the direct-billing arrangement, the employee will be reimbursed as stated in the preceding paragraph.

Safety work boots are mandatory for employment. Safety boots are defined as ANSI approved, protective shoes 5" or higher.

ARTICLE 10

MILITARY LEAVE

An employee will be granted military leave of absence when properly ordered to federal military training or service. Employees who enter active military service retain reemployment rights under state and federal law.

An employee who is a member of the National Guard or reserve branch of the United States military (Army, Navy, Marine Corps, Air Force, Coast Guard) and who is required to perform periodic training and field duty will be granted a maximum of four (4) weeks in the aggregate of paid military leave per fiscal year. For any such period of mandatory reserve service leave, the City will pay the difference (if any) between military service pay and the employee's regular pay without requiring the use of available accruals.

To receive payment the employee on military leave must furnish Human Resources with an official statement by military authorities giving his/her rank and gross pay for the period. City pay shall be defined as normally scheduled base work hours. Such paid military leave may only be used to cover duty time and may not be sold back or rolled over. Employees may otherwise use, but are not required to use, accrued vacation, compensatory time, and accrued sick leave while they are engaged in military service.

ARTICLE 11
LEAVES OF ABSENCE

Section 1 - Leave of Absence

The City Manager may grant leave of absence with pay, without requiring the use of accruals, to permanent full-time employees whenever the City Manager considers such leave in the City's best interest. Such leave shall include the leave for the purpose of attending professional conferences, work-related conventions, training institutes, seminars, and schools.

Section 2 - Unpaid Leave of Absence

The Department Head, with the approval of the City Manager, may grant leave of absence without pay for a period not exceeding one (1) month. Leave of absence in excess of one (1) month must be approved by the City Manager. Prior to being approved for unpaid leave an employee must have exhausted all available accruals.

Section 3 - Unpaid Medical Leave of Absence

The City and the Union agree that, for leaves granted under this section, reference is made to the City's policy governing leaves under the Family Medical Leave Act.

Section 4 - Paid Family and Medical Leave (PFML)

In order to maintain compliance with the required State of Maine Paid Family and Medical Leave (PFML) law, both the employees covered by this collective bargaining agreement and the City of Augusta agree to contribute to the state's leave fund or an employer provided alternative private plan approved by the state, effective July 1, 2025. Contributions made by the employee and employer to either the state's fund or private plan will be deducted during regular payroll cycles. The percentage contributed by the employee will equal half of the total required contribution set by the state or the private plan, and the employer percentage of contribution will equal half of the total required contribution set by the state or the private plan. The employee contribution to either the state's plan or alternative private plan will not exceed the maximum employee deduction limit set by the state.

ARTICLE 12
ABSENCE WITHOUT LEAVE

No employee may be absent from duty without the permission of the employee's Supervisor or Department Head. Any employee absent without the permission of his/her Supervisor may be subject to disciplinary action for the first offense and may be discharged from the service for the second offense.

After three (3) consecutive days of absence without leave, the City Manager may declare the position vacant and the employee automatically waives all rights to the position.

ARTICLE 13
BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee in this unit, the employee shall, upon

request, be granted up to three (3) working days leave of absence with full pay to grieve, attend services, or deal with final arrangements. The immediate family will be defined to include: mother, father, spouse, children, step-children, stepparents, mother-in-law, father-in-law, brother or sister, brother-in-law and sister-in-law, grandfather and grandmother, and grandchildren, or resulting from the death of the employee's significant other living in the same household as the employee. In the event of death of an employee's spouse or child (including stepchildren), the employee shall be granted two (2) additional days paid leave. Employees will be granted one (1) working day's leave of absence with full pay for the death of an aunt or uncle. Said leaves are not to be charged to sick leave.

In addition, the Department Head may grant special consideration for leave, such as leave taken on non-consecutive days, where distance or unusual circumstances are a factor.

ARTICLE 14

JURY DUTY

An employee called upon for jury service shall receive his/her regular salary from the City during such service; however, the sum received for serving as a juror shall be turned over to the City.

ARTICLE 15

UNION BULLETIN BOARDS

The employer agrees to furnish space for the Union to erect and maintain a bulletin board in a convenient place in the Public Works Garage.

ARTICLE 16

VACATIONS

Section 1: Leave will be accrued and granted on the basis of a forty-hour (40) workweek. Vacation will begin accruing from the first day of employment and rate of accrual will change on the employee's anniversary date.

| Continuous Years' Service | Annual Accrual Rate (Weeks/Hours) | Carryover Limit |
|----------------------------------|--|------------------------|
| Effective upon Hire Date | 2.4 Weeks / 96 Hours | 6 Weeks |
| Five (5) Year Anniversary | 3.0 Weeks / 120 Hours | 6 Weeks |
| Ten (10) Year Anniversary | 3.6 Weeks / 144 Hours | 6 Weeks |
| Fourteen (14) Year Anniversary | 4.2 Weeks / 168 Hours | 8 Weeks |
| Twenty (20) Year Anniversary | 5.4 Weeks / 216 Hours | 8 Weeks |

Employees shall accrue eight (8) hours of vacation per month during their first four (4) years of employment, ten (10) hours per month from the fifth (5th) through the ninth (9th) year, twelve (12) hours per month for the tenth (10th) through the thirteenth (13th) year, fourteen (14) hours per month for the fourteenth (14th) through the nineteenth (19th) year, and eighteen (18) hours per month for twenty (20) years and beyond.

Employees shall earn 1/12 of their annual vacation entitlement on a monthly basis. The City may change to a weekly prorated accrual schedule with advance notice, in which case the amount of vacation time earned in a week will be 1/52 of their annual entitlement. Vacation leave for the current month will be granted after employee has been compensated for at least one-half (1/2) of the prior month. Vacation leave accrued on a weekly basis will be granted after an employee has been compensated for at least one-half (1/2) of the prior week.

For employees earning 144 hours or less of vacation annually, a limit of six (6) weeks (240 hours) vacation may be carried from one (1) calendar year to the next. For employees accruing 168 hours or more of vacation annually, a maximum of eight (8) weeks (320 hours) vacation may be carried from one calendar year to the next. Hours in excess of the maximum limit shall be lost.

Section 2:

Selection of time for annual leave shall be by choice of the employee, based on seniority, but subject to a schedule of "open weeks" provided by the Bureau Directors. All vacations scheduled on the basis of seniority will be done on or before March 1. Employees may accumulate a maximum of vacation time as described in Section 1 if they so desire, but the taking of the specific accumulated time will be upon the approval of the Bureau Directors.

- A. Vacation requests shall be made in writing to the Bureau Director. Approval will be granted after taking into account both the wishes of the employee and the needs of the Bureau/Department.
- B. Employees shall take vacation time in hourly increments.
- C. Vacation leave of more than two (2) consecutive weeks shall not be granted without written authorization of the Department Head.
- D. There will be no restrictions on when an employee may request vacation time. Denied requests are non-grievable.
- E. It is understood and agreed upon that the number of persons taking vacation in any category will be at the discretion of the Department Head.
- F. If a holiday occurs during an employee's vacation, the employee will not be charged for vacation time.

Section 3:

The Department Director shall have the discretion to credit a new hire with up to five (5) years (in full year increments) of relevant full-time experience that includes service outside of the City of Augusta for the purpose of establishing initial and subsequent vacation accrual rates.

ARTICLE 17
EARNED PAID LEAVE

Articles 7 and 16 that relate to the accrual and use of vacation and sick time are intended to meet the requirements of Maine's earned paid leave law (26 M.R.S. § 637). Nothing in this Article shall be construed to increase the total amount of leave available beyond what is provided for in Articles 7 and 16. Only 40 hours of paid leave as authorized in Articles 7 and 16 will be subject to the EPL requirements outlined in this Article.

To comply with the obligations under the Maine Earned Paid Leave law, 40 hours of leave provided for under Articles 7 and 16 will be subject to the following requirements:

Section 1 – Notice.

- (a) Planned leave. Employees will generally be required to give 4 weeks of advance notice of intent to use available accruals for any reason except emergency, illness, or sudden necessity. Operational needs dictate that employees should generally follow the procedures outlined in Article 16 when requesting to use available accruals for reasons other than emergency, illness, or sudden necessity. Requests for planned leave may be denied where granting the leave would result in undue hardship.
- (b) Unplanned leave. Employees will be required to provide notice as soon as practicable of intent to use available accruals for an emergency, illness, or sudden necessity.

ARTICLE 18
SEPARATION OF EMPLOYMENT

All unused accrued vacation and compensatory time will be paid upon separation of employment in the employee's final paycheck. Employees who leave employment in good standing and are eligible for payment of sick leave in accordance with Article 7, Section 3, will also receive a portion of accumulated sick leave in their final paycheck.

"Good standing" for the purpose of this agreement shall be defined as separation from employment for reasons other than cause, including voluntary resignation, retirement, layoff, death, or inability to return to work following an illness or accident. In the case of voluntary resignation or retirement, "good standing" shall also mean the employee has notified the City in writing a minimum of fourteen (14) calendar days in advance of the employee's last physical day at work (i.e. termination date). Good standing does not apply to employees who have been discharged for cause.

ARTICLE 19
WORKING RULES

The City will furnish each new employee with a copy of existing work rules upon employment and update working rules annually, not later than February 28 of each year. It will be the responsibility of the employee to daily read memorandums on the City bulletin board.

It is agreed that any employee may be summarily suspended without pay if said employee's right to operate a motor vehicle in the State of Maine is suspended or revoked.

The reasons listed below, without intending to be exclusive, may be grounds for demotion, dismissal, suspension without pay, or reprimand with just cause:

1. Drinking or taking of illegal drugs on the job or arriving to work while under the influence of intoxicating beverages or drugs or bringing same on the job.
2. Failure to follow the orders of superiors.
3. Being habitually late/ tardy or incurring excessive unexcused absences.
4. Failure to perform the duties of position properly.
5. Negligent or willful damage to City property.
6. Inability to get along with fellow employees.
7. Conviction of theft or any felony.
8. Violation of the rules regarding political activities.
9. Unauthorized usage of personal cell phones during work hours.
10. Violation of safety rules and procedures.

ARTICLE 20

TOOL ALLOTMENTS

The City shall provide reimbursement upon submittal of receipts for a sum not to exceed six hundred dollars (\$600) for each fiscal year towards the purchase of tools and/or toolboxes for Mechanics. This provision shall be non-accumulative. The amount shall be prorated based on number of months worked if the mechanic does not work a full 12 months. Purchases are subject to the approval of immediate supervisor and will be used for work purposes only. Receipts shall be submitted no later than May 31 of the fiscal year in which the purchase was made. Employees on an extended leave of absence of six (6) or more weeks will not receive the allowance until they return to work. Employees who have tendered their resignation are not eligible for subsequent payments.

Personal tools shall be marked for identification purposes whenever practical. The City shall furnish equipment for tool marking purposes. It shall be a condition of employment for all mechanical trades' employees to provide metric tools for their normal job requirements. Any present employee transferring to the mechanical trades shall be required to provide metric tools for his/her normal job requirements, as an employment condition, within six (6) months of such transfer.

It is understood that the City will take responsibility for insurance coverage of said tools.

ARTICLE 21

POLITICAL ACTIVITY

Employees may neither be appointed to nor retained in service as a result of their political activities and affiliations. City employees are expected to exercise their legal rights as citizens to vote except that they will not engage in active political activity while in the position and shall not participate in election campaigns or hold any partisan office or position. Any employee choosing to become a candidate for any partisan or City office will be expected to first leave the service of the City.

ARTICLE 22
GENERAL PROVISIONS

Section 1 - Management Rights

The Union agrees that the City has and will continue to retain the sole and exclusive right to manage its operations and retain all management rights, whether exercised or not, unless specifically abridged or delegated by the provisions of this Agreement.

Such rights include but are not limited to: the right to determine the mission, location and size of all agencies and facilities; the right to direct its work force; to administer the merit system, including the examination, recruitment, selection hiring, appraisal, training, retention, promotion, assignment or transfer pursuant to law; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law; to discipline and discharge employees for just cause; to determine the size and composition of the work force; to make temporary layoffs at its discretion; to contract out for goods and services; to determine the operating budget of the agency; to install new, changed or improved methods of operations; to relieve employees because of lack of work or for other legitimate reasons; to maintain the efficiency of the government operations entrusted to them; and to take whatever actions may be necessary to carry out the mission of the agency in situations of an emergency nature.

Nothing in this Article shall be construed to deprive the employees of any rights specifically set forth in this Agreement or deprive them of the right to the grievance procedure therein.

Section 2 - Outside Labor

The City reserves the right to contract out but such contracting out shall not cause lay-off of any permanent Public Works, Buildings & Grounds, Parks and Cemeteries, or Solid Waste employee. Contracted help will be used to supplement the workforce and/or to perform tasks that the department is not equipped to handle. These situations may include, but are not limited to:

- Tasks requiring specialized skills
- Tasks requiring specialized equipment
- Situations where efficiency of getting a job completed in a safe and timely manner is needed
- Projects requiring extended and/or non-standard hours, or that conflict with other jobs the department needs to accomplish
- Tasks that must be expedited to ensure the safety and integrity of roadway infrastructure.

For some specialty work that requires unique skills and equipment, the City will make reasonable attempts to allocate the work between contractors and the workforce provided City employees are trained, available, and capable of performing the specific tasks. Additionally, if there is other work that needs to be done that employees could do, the City reserves the right to assign that work in a manner that serves the best interest of the City.

ARTICLE 23

PHYSICAL EXAMINATIONS

All employees shall have a physical examination by the City's contracted occupational health provider prior to becoming permanent employees. The cost of this exam is paid for by the City. Report of the physical examination shall be made to the Human Resources Department on a form prescribed by the City Manager, and the same shall become part of the employee's personnel record.

The City, through its Bureau Directors, may request a physical examination for any employee at any time when deemed necessary. Employees who are unable to perform essential functions of the position may request a reasonable accommodation to Human Resources. All such requests must be written and are subject to the guidelines under the Americans with Disabilities Act.

ARTICLE 24

WORKING RULES

Employees who obtain outside employment must first give written notice to the Department Head.

An employee who engages in secondary employment shall do so only with the understanding and acceptance that the employee's primary duty, obligation, and responsibility is to the City of Augusta. All City employees are subject to call at any time for emergencies, special assignment, or overtime duty and no secondary employment may infringe on this obligation.

ARTICLE 25

ACCEPTANCE OF GIFTS

All employees shall be responsible for providing municipal services to the public in a professional, courteous and polite manner.

Acceptance of money or gifts by an employee is prohibited when given under circumstances indicating the hope or expectation of receiving better treatment than that accorded to the public in general and will result in immediate dismissal.

ARTICLE 26

UNION ACTIVITIES

The four (4) bona fide Officers of the Union may each be absent from their employment for not exceeding seven (7) days a year to carry on legitimate Union activity, provided that employees will not be absent between December 10 and April 1. Employees will not be paid while absent for Union activities unless they choose to use available vacation or compensatory time. Routine union duties, including participation in labor negotiations, shall be compensable when performed during the employee's regular work hours.

ARTICLE 27

HEALTH INSURANCE BENEFITS

Section 1 - Health Insurance

The City agrees to provide health insurance benefits under the Maine Municipal Employee Health Trust (MMEHT) for all eligible bargaining unit members.

Prior to January 1, 2026, employees have the option of enrolling in the Acadia (formerly POS-C) Plan or the Pemaquid (formerly PPO-2500) Plan. The maximum the City contributes towards the premium cost for either plan is equivalent to eighty percent (80%) of the monthly premium for the Pemaquid Plan.

Effective January 1, 2026 and annually thereafter, employees will have the option of enrolling in the Pemaquid Plan or the Katahdin Plan, but not the Acadia Plan.

- (a) **Pemaquid Plan:** The City shall pay eighty-five percent (85%) of the monthly premium and the employee shall pay fifteen percent (15%) of the monthly premium for the Pemaquid plan for "Employee Only" coverage. The City shall pay eighty-two percent (82%) of the monthly premium for all other levels of coverage.
- (b) **Katahdin Plan:** The City shall pay eighty percent (80%) of the monthly premium and the employee shall pay twenty percent (20%) of the monthly premium for the Katahdin plan for "Employee Only" coverage. The City shall pay seventy-seven percent (77%) of the monthly premium for all other levels of coverage.

Section 2 – Health Reimbursement Arrangement (HRA)

- (a) Effective January 1, 2018, the City will create and fund a Health Reimbursement Account (HRA) for each eligible employee enrolled in the Pemaquid Plan. Employees in the Pemaquid will be funded by an HRA at a rate of \$2,000 annually for a single plan and \$4,000 annually for an employee & child or family plan.
- (b) Effective January 1, 2026, and annually thereafter, the City will fund a Health Reimbursement Arrangement (HRA) for each employee that is the primary plan participant enrolled in the **Pemaquid Plan** in the amount of \$2,500 for those with "Employee Only" coverage and \$5,000 for those with "Employee/Child" or "Family" coverage. The HRA may be used for eligible deductible expenses.
- (c) Effective January 1, 2026, and annually thereafter, the City will fund an HRA for each employee that is the primary plan participant enrolled in the **Katahdin Plan** in the amount of \$2,000 for those with "Employee Only" coverage and \$4,000 for those with "Employee/Child" or "Family" coverage. The HRA may be used for deductible and coinsurance expenses.

Section 3 - Flexible Spending Account (FSA)

The City agrees to provide employees with access to Medical and Dependent Care Flexible Spending Accounts (FSA) in accordance with Internal Revenue Code Section 125. To participate, an employee must submit the annual FSA enrollment form by the established deadline. There is no employer contribution to the FSA.

Section 4 - Dental Insurance

The City shall provide dental coverage. The City will pay one hundred percent (100%) of the monthly premium cost towards "Employee Only" coverage. Employees who elect to add dependent coverage will pay the full difference in premium cost above the City's contribution towards "Employee Only" coverage.

Section 5-VisionPlan

The City will provide vision coverage through the MMEHT VSP Vision Plan, or an equivalent vision plan. The City will pay one hundred percent (100%) of the monthly premiums towards "Employee Only" coverage. The City will pay fifty percent (50%) and the employee will pay fifty percent (50%) of the monthly premium cost for all other coverage levels.

Section 6 - Income Protection Plan

The City will provide payroll deduction for employees wishing to participate in the Maine Municipal Employees Health Trust (MMEHT) Income Protection Plan (IPP). Employees shall pay 100% of the monthly premium.

Section 7 - Health Opt-Out Incentive

Employees who choose to waive participation in the City's group health insurance plan and who can demonstrate active enrollment in a comparable group insurance plan are eligible to receive a Health Opt-Out Incentive. To qualify, employees must submit proof of such coverage to the Human Resources office on an annual basis.

The City will pay eligible employees an incentive payment of up to \$5,870 annually, which will be disbursed as a prorated weekly amount during the first four pay periods in each calendar month. These payments correspond to what would otherwise be the month of City-provided health coverage.

Employees who receive their health coverage through another City of Augusta employee on a City-sponsored medical plan, a government program, such as Medicaid, Medicare, or MaineCare, not including Veterans Affairs (VA) benefits, or a plan provided through an exchange subsidized under the Affordable Care Act, are ineligible for the Health Opt-Out Incentive provision.

Section 8 – Domestic Partners

Employees who have a qualifying Domestic Partner may add the partner to their health, dental, and/or vision insurance coverage with the same cost sharing provisions as if they were enrolling a legal spouse. Domestic partners are not eligible for benefits under the HRA or FSA. The value of any employer contribution to the domestic partner coverage, as well as the portion of premiums paid on a pre-tax basis for the domestic partner, will be imputed as income and taxed. Choosing not to include a domestic partner on the health plan does not make an employee eligible for the "Family" health opt-out incentive.

ARTICLE 28

RESPONSE TIME

As a condition of employment, the City of Augusta shall require new Public Works employees to reside within thirty (30) road miles of the City of Augusta Public Works Garage.

ARTICLE 29

SALARY SCHEDULE

Section 1 – Salary

The base wages under this agreement are outlined in Appendix A – Wage Scale.

The City and the Union agree that the City may elect to hire new employees at any step within the wage

scale. This decision will be at the discretion of the employer to respond to the specific job qualifications of the particular applicant. All employees hired laterally will progress from their initial placement as if they had served in Augusta for that many years; however, they will start with no seniority except as it relates to pay and benefits.

Section 2 - Step Increases

Salary step increases will be granted on the employee's anniversary date of hire, or anniversary of promotional date, provided that such employees have worked satisfactorily for a period of six (6) months.

Section 3 - Differential

In addition to the established wage rates, the employer shall pay an hourly premium of two dollars (\$2.00) to employees for all hours worked between the hours of 7:00 p.m. and 7:00 a.m. year-round.

Section 4 - Work in Higher Classification

Employees working in a higher job classification for a full day or more shall be compensated in the first step of higher job classification or in the next higher step above the employee's regular classification but at least three percent (3%) above their current rate of pay, whichever is higher, for those hours worked in the higher classification.

Employees assigned to work as Mechanics shall be paid after eight (8) hours in the higher classification and shall be compensated at the next highest step.

Section 5 - Rubbish Loader Incentive

Employees hired as Rubbish Loaders are eligible for incentive pay during the first two (2) years of employment as a Rubbish Loader. After successful completion of each six (6) month period (i.e. 6 months, 12 months, 18 months, and 24 months), the employee will receive a \$250 lump sum retention incentive. The total incentive will not exceed \$1,000.

Section 6 - Rubbish Loader Differential

Employees in job classification Bands 1 – 5 that are assigned to work in the Rubbish Loader classification shall be paid an hourly premium of one dollar (\$1.00) for each hour worked as a Rubbish Loader.

Mechanics shall be paid an hourly premium of two dollars (\$2.00) for each hour spent working on solid waste equipment on location or in the shop.

Section 7 - Certification Stipends

Employees are eligible to receive a \$0.25 hourly stipend for each of the following certifications held, up to a maximum of three (3) certifications:

- ISA Certified Arborist (International Society of Arboriculture)
- ISA Certified Arborist Municipal Specialist
- ISA Certified Tree Risk Assessment Specialist
- Certified Pool Operator CPO is a license
- Licensed Playground Inspector
- Bucket Truck Operator

Pesticide Applicators Licensing (Core) with one (1) of the following licensing categories (3A, 3B, or 6B) will

be a requirement of the Skilled Laborer II position and, as a replacement for the CDL, involves no additional compensation. An employee in this position is eligible to receive a \$0.50 hourly stipend for each additional certification obtained from the following licensing categories, up to \$1.00 maximum.

- 3A Pesticide Applicators Licensing - Outdoor Ornamentals
- 3B Pesticide Applicators Licensing - Turf
- 6B Pesticide Applicators Licensing - Municipal Vegetation Management

ARTICLE 30

GRIEVANCE PROCEDURE

Section 1 - Declaration of Policy

It is the purpose of this procedure to secure at the lowest possible administrative level, equitable solutions to grievances free from coercion, restraint, and reprisal.

Section 2 - Definitions

- a. Employee shall mean any person covered by this agreement as provided for under Article 1 - Recognition.
- b. Employer shall mean the individual designated by management to review and resolve grievances.
- c. Union shall mean the Council #93, AFSCME.
- d. Grievance shall be any dispute, violation, misinterpretation, or inequitable application of this agreement.
- e. Supervisor shall mean the employee on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work.
- f. Days shall mean all days other than Saturday, Sunday, and holidays, which shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.
- g. The grievance shall consist of a written statement served upon the City or the union as the case may be, by registered or certified mail or by personal service. The grievance must: (a) cite the contractual provision at issue; (b) contain a statement of the claimed violation which is in dispute; and (c) set forth a statement of the requested relief. No grievance shall be permitted to be initiated more than ten (10) working days after the date upon which the acts underlying the grievance arose.

Section 3 - Rights of the Parties

- a. **Rights of Grievant**
 1. The grievant may select any representative(s) to assist in the processing and/or preparing of grievances, except that no representative may be present from any other employee organization other than union.
 2. The grievant shall have access to all written statements, records, and materials relating to the grievance.
- b. **Rights of the Union**
 1. The union shall receive a copy of any claim, including supporting materials and of any decision rendered pursuant to the grievance as outlined in Section 4, Step 1.

2. The union shall have the right to submit briefs to support or refute allegations of any party in a grievance.
3. The grievant may have a union representative at any hearing, conference, or meeting held under this contract where it would not be otherwise represented.

c. Mutual Rights

In the event of the unexcused failure on the part of an aggrieved party to be timely, the grievance shall be deemed to be withdrawn. If the employer or the employer's representative fails to make a decision within the required time period, the grievance may be appealed to the next step in a timely manner.

Section 4 - Presentation Step One

1. An employee who claims to have a grievance shall present this grievance to the immediate supervisor in writing within ten (10) working days of its occurrence.
2. The supervisor shall meet with the parties to resolve the grievance within three (3) working days. After the request for the meeting, the supervisor shall render a decision in writing within five (5) working days thereafter, a copy of which is sent to both the employee and his/her representative.

Step Two

The aggrieved party, if not satisfied with the decision at Step One, may within ten (10) working days request a review by the Department Director. Such request is to be in writing with a copy to the immediate supervisor. The Department Director shall convene a meeting within ten (10) working days after receipt of the request for said hearing. The Department Director shall render a decision in writing within ten (10) working days after the hearing and provide copies to the aggrieved and his/her representative.

Step Three

The aggrieved party, if not satisfied with the decision at Step Two, may within five (5) working days request in writing a hearing before the City Manager. The requested meeting shall be held within ten (10) working days after it is received and a decision shall be made within ten (10) working days thereafter, with copies of the decision provided to the aggrieved party and his/her representative.

Step Four

If the grievance has not been satisfactorily resolved at Step 3, the aggrieved party shall provide written notice to the UNION and the CITY of their intent to appeal the decision and, with the approval of the UNION, may appeal an unsatisfactory decision at Step Three to an arbitrator selected by the UNION and employer. The decision arrived at shall be final and binding upon both parties to the agreement. The UNION's request for arbitration must be made within 120 working days of receipt of the decision at Step 3.

If the parties fail to select an arbitrator, they shall use the Maine Board of Arbitration and Conciliation Service Tripartite, or if mutually agreed, the American Arbitration Association.

The fees and expenses of the arbitrator shall be borne equally by the parties.

The arbitrator should hold a hearing within twenty (20) working days after having been selected and shall render a decision within twenty (20) working days after the hearing has been concluded.

The arbitrator shall have no power to add to, subtract from, or change any of the provisions of this agreement, nor to render any decision which conflicts with a law.

Section 5 - General Considerations

1. All grievance discussions, meetings, conferences, hearings, shall be conducted during the normal workday.
2. The time limits at any step(s) may be extended by written mutual consent of the parties.
3. The move to arbitration must be approved by the Union.

ARTICLE 31

NO STRIKE PROVISION

The Union, Local 1458, Council #93, AFSCME, affirms that it will not engage in a strike or work slow down, nor shall it cause, condone, encourage, or instigate a strike or work slow down, against the City of Augusta, Maine nor will it assist or participate in any strike; nor shall it impose upon its members any obligation to assist, conduct, or participate in such a strike.

ARTICLE 32

RETIREMENT

The City of Augusta will provide retirement benefits under the Maine Public Employees Retirement System presently in effect.

ARTICLE 33

DISCIPLINE AND DISCHARGE

The City will not discipline, discharge, or suspend any employee without just cause.

The City agrees to follow principles of progressive discipline with the general steps including oral reprimand, written reprimand, suspension, and discharge. However, circumstances may warrant either inclusion of alternative steps, as in the case of demotion, or elimination of steps, as in the case of more serious violations such as drinking or taking of illegal drugs on the job.

The City agrees that record of written disciplinary action will not be taken into consideration for the purpose of progressive discipline after three (3) years from the incident unless a violation of the same nature has occurred within that same time period.

No written reprimand short of a suspension will be taken into consideration for the purpose of progressive discipline beyond eighteen (18) months from the date of the written reprimand unless a violation of the same nature has occurred within that time period. Repeat violations of a like nature, shall be taken into consideration for purposes of progressive discipline until eighteen (18) months have passed since the most recent violation.

No suspension will be taken into consideration for purposes of progressive discipline beyond five (5) years from the date of the suspension unless a violation of the same nature has occurred within the five year period or whereas the letter (s) shall remain as a permanent part of the personnel file.

ARTICLE 34
PAYROLL DIRECT DEPOSIT

Employees shall establish and maintain 100% direct deposit of their paychecks.

ARTICLE 35
TRAINING

Section 1. The City agrees that training of its employees is necessary and desirable and training needs will be met to the highest degree possible within the constraints of time, staffing levels, and available funding. Training will be scheduled by the Director or designee insofar as it does not adversely affect and interfere with the orderly performance and continuity of municipal services. Employees will attend training sessions as assigned by the City.

Section 2. When an employee is assigned to serve as a "Trainer" for equipment or CDL training purposes, they shall receive 15 minutes of compensatory time for each full hour spent actively training. Employees are responsible for accurately recording all training hours on their weekly timesheet.

ARTICLE 36
WORKERS COMPENSATION

An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his/her regular shift on that day without requiring the use of accruals.

An employee who has returned to his/her regular duties after sustaining compensable injury and who is required by the Workers' Compensation doctor to receive additional medical treatment during his/her regularly scheduled working hours shall receive his/her regular hourly rate of pay for such time receiving medical treatment. The City may request that the employee make a reasonable attempt to schedule such appointments outside normal working hours, in which case the time spent receiving medical attention would be unpaid.

Lost time work-related injuries:

- a. During the workers' compensation 7 day waiting period, an employee may choose to utilize available accruals, take the time unpaid, or use a combination of accruals and unpaid time.
- b. When employees lose between 8 and 13 days of work because of an injury they will be compensated for those days by the insurance carrier.
- c. When incapacity continues for more than 14 days, compensation is retroactive to the date of incapacity and the employee will be paid by the insurance carrier for all of the days he or she missed.
- d. In some instances worker's compensation payments may be held up. If this occurs, the employee may elect to use available accruals or take the time unpaid until payment is received but in no event shall an employee have the ability to "buy back" accrued time already used.

- e. When workers compensation paid by the insurance carrier is less than an employee's full normal salary, the employee may choose to use an amount of accruals that, when added to the workers compensation payment, will bring the employee up to 100% of normal base pay.
- f. Employees receiving worker's compensation must continue to pay their share of benefit premiums. Employees with MainePERS may also owe defined benefit retirement contributions on workers compensation payments.
- g. An employee may request that the City process his or her workers compensation payments through the City's payroll system (tax free), after which the employee will sign the original workers compensation check(s) over to the City of Augusta. An employee may alternatively choose to have workers compensation checks mailed directly to their home mailing address. When employees choose to have workers compensation checks mailed directly to them they have the option to either 1) use adequate accruals each payroll week to cover their portion of benefit premiums, or 2) write a check payable to the City of Augusta each month for their portion of benefit premiums.

ARTICLE 37

TERMINATION

This Agreement shall be effective as of July 1, 2025 and shall remain in full force and effect until June 30, 2028. The Contract shall be automatically renewed for succeeding one-year periods unless either party shall notify the other to renegotiate at least sixty (60) days prior to July 1, 2028, and at least one hundred twenty (120) days before July 1, 2028, if wages, rights of pay, or other matters requiring appropriations of money by the City are negotiated.

IN WITNESS WHEREOF, the parties hereto have set their hands this 11 day of July 2025.

CITY OF AUGUSTA

By [Signature]
Jared Mills, City Manager

By [Signature]
Witness, City of Augusta

LOCAL 1458-02

By [Signature]
David Russell, Negotiating Committee Representative

By [Signature]
Shawn Winslow, Negotiating Committee Representative

By [Signature]
Chase Wright, Negotiating Committee Representative

AFSCME Council 93

By [Signature]
Joshua Basso, Staff Representative

APPENDIX A - WAGE SCALE

| 4% COLA Revised Scale 7/1/2025 | Step 0 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | 10 Years Step 7 | 15 Years Step 8 | 20 Years Step 9 | (Steps 7, 8, and 9 require corresponding years' service) |
|---|--------|--------|--------|--------|--------|--------|--------|-----------------------|-----------------------|-----------------------|---|
| Band 1 | 29.71 | 31.07 | 32.48 | 33.95 | 35.35 | 36.81 | 38.48 | 38.95 | 39.44 | 39.98 | Mechanic II |
| Band 2 | 26.94 | 28.17 | 29.46 | 30.79 | 32.07 | 33.39 | 34.91 | 35.35 | 35.81 | 36.31 | Mechanic I; HEO II; Lead Landfill Utility Worker; Skilled Tradesperson II; Lead Custodian |
| Band 3 | 25.90 | 27.07 | 28.27 | 29.51 | 30.74 | 32.02 | 33.46 | 33.89 | 34.36 | 34.85 | HEO I; HEO I/Landfill Utility Worker; P&R Skilled Laborer II |
| Band 4 | 25.07 | 26.20 | 27.38 | 28.63 | 29.82 | 31.05 | 32.48 | 32.90 | 33.34 | 33.81 | Truck Driver II, Skilled Tradesperson w/CDL; Scale Operator II; Parts Purchasing Support Clerk |
| Band 5 | 23.57 | 24.64 | 25.74 | 26.93 | 28.04 | 29.19 | 30.55 | 30.96 | 31.38 | 31.83 | Scale Operator; Recycling Attendant II; Truck Driver I |
| Band 6 | 21.70 | 22.63 | 23.60 | 24.61 | 25.63 | 26.68 | 27.93 | 28.31 | 28.71 | 29.13 | Rubbish Loader; Custodian; PW Skilled Laborer I; P&R Skilled Laborer I |

| 4% COLA 7/1/2026 | Step 0 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | 10 Years Step 7 | 15 Years Step 8 | 20 Years Step 9 | (Steps 7, 8, and 9 require corresponding years' service) |
|---------------------|--------|--------|--------|--------|--------|--------|--------|-----------------------|-----------------------|-----------------------|---|
| Band 1 | 30.90 | 32.31 | 33.78 | 35.31 | 36.76 | 38.28 | 40.02 | 40.51 | 41.02 | 41.58 | Mechanic II |
| Band 2 | 28.02 | 29.30 | 30.64 | 32.02 | 33.35 | 34.73 | 36.31 | 36.76 | 37.24 | 37.76 | Mechanic I; HEO II; Lead Landfill Utility Worker; Skilled Tradesperson II; Lead Custodian |
| Band 3 | 26.94 | 28.15 | 29.40 | 30.69 | 31.97 | 33.30 | 34.80 | 35.25 | 35.73 | 36.24 | HEO I; HEO I/Landfill Utility Worker; P&R Skilled Laborer II |
| Band 4 | 26.07 | 27.25 | 28.48 | 29.78 | 31.01 | 32.29 | 33.78 | 34.22 | 34.67 | 35.16 | Truck Driver II, Skilled Tradesperson w/CDL; Scale Operator II; Parts Purchasing Support Clerk |
| Band 5 | 24.51 | 25.63 | 26.77 | 28.01 | 29.16 | 30.36 | 31.77 | 32.20 | 32.64 | 33.10 | Scale Operator; Recycling Attendant II; Truck Driver I |
| Band 6 | 22.57 | 23.54 | 24.54 | 25.59 | 26.66 | 27.75 | 29.05 | 29.44 | 29.86 | 30.30 | Rubbish Loader; Custodian; PW Skilled Laborer I; P&R Skilled Laborer I |

APPENDIX A - WAGE SCALE

| 4% COLA 7/1/2027 | Step 0 | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | 10 Years Step 7 | 15 Years Step 8 | 20 Years Step 9 | (Steps 7, 8, and 9 require corresponding years' service) |
|---------------------|--------|--------|--------|--------|--------|--------|--------|-----------------------|-----------------------|-----------------------|---|
| Band 1 | 32.14 | 33.60 | 35.13 | 36.72 | 38.23 | 39.81 | 41.62 | 42.13 | 42.66 | 43.24 | Mechanic II |
| Band 2 | 29.14 | 30.47 | 31.87 | 33.30 | 34.68 | 36.12 | 37.76 | 38.23 | 38.73 | 39.27 | Mechanic I; HEO II; Lead Landfill Utility Worker; Skilled Tradesperson II; Lead Custodian |
| Band 3 | 28.02 | 29.28 | 30.58 | 31.92 | 33.25 | 34.63 | 36.19 | 36.66 | 37.16 | 37.69 | HEO I; HEO I/Landfill Utility Worker; P&R Skilled Laborer II |
| Band 4 | 27.11 | 28.34 | 29.62 | 30.97 | 32.25 | 33.58 | 35.13 | 35.59 | 36.06 | 36.57 | Truck Driver II, Skilled Tradesperson w/CDL; Scale Operator II; Parts Purchasing Support Clerk |
| Band 5 | 25.49 | 26.66 | 27.84 | 29.13 | 30.33 | 31.57 | 33.04 | 33.49 | 33.95 | 34.42 | Scale Operator; Recycling Attendant II; Truck Driver I |
| Band 6 | 23.47 | 24.48 | 25.52 | 26.61 | 27.73 | 28.86 | 30.21 | 30.62 | 31.05 | 31.51 | Rubbish Loader; Custodian; PW Skilled Laborer I; P&R Skilled Laborer I |