

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF FALMOUTH, MAINE

AND

TEAMSTERS LOCAL UNION NO. 340

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,

WAREHOUSEMEN, AND HELPERS OF AMERICA

FOR THE FALMOUTH PUBLIC WORKS DEPARTMENT

2025 - 2028

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This Agreement is entered into and between the Town of Falmouth, Maine (hereinafter the “Town”) and Teamsters Local Union No. 340 (hereinafter the “Union”), affiliated with the International Brotherhood of Teamsters.

ARTICLE 1 – RECOGNITION

A. The Town recognizes the Union as the sole and exclusive bargaining agent for all employees in the bargaining unit who have completed six (6) months or more of continuous service in the Town’s Public Works Department, excluding the Public Works Director, Assistant Public Works Director, Street Supervisor, Infrastructure Manager, and Administrative Assistant, and any seasonal, on-call or temporary employees.

B. Nothing in this Article shall affect or impair the right of Town officials to consult with or meet with individual employees or a group of employees in this unit.

ARTICLE 2 – MANAGEMENT RIGHTS

A. Except as otherwise clearly and expressly limited by a specific term of this Agreement, the Town has and retains all of its rights, powers, authority, discretion and prerogatives and the sole and exclusive right to manage and direct its operations and its employees.

B. The Union acknowledges the right of the Town to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the terms of this Agreement. Two (2) copies of any written rules and regulations governing the conduct of employees in the bargaining unit will be furnished to the Union Steward.

ARTICLE 3 – PERSONNEL FILES

The Town Manager shall, upon written request from an employee, provide the employee or his/her duly authorized representative with an opportunity to review and copy his/her personnel file. Such reviews shall take place at the location where the personnel files are maintained and during normal office hours in

the presence of a staff member. The Town may charge the employee for the cost of copying if more than one copy of the file is requested per calendar year.

Employees shall sign each performance and/or disciplinary document (whether they agree or disagree with the document) to be placed in the personnel file with the Human Resources Director and receive a copy of the signed document. An employee shall have the right to add a written refutation of any material which he/she considers detrimental to the personnel file at any time. All files kept outside the Human Resources office shall be considered only for informational purposes.

As permitted by law, all personnel records, including home addresses, telephone numbers, and pictures of employees shall be confidential and shall not be released to any person other than officials of the department and/or other municipal officers.

ARTICLE 4 – WAGES

A. The hourly wages (40-hour work week) for employees covered by this Agreement shall be as set forth in the Wage Schedules (with seniority brackets determined by years of service in the Public Works Department in the classification indicated and payable on the first full bi-weekly pay period after attainment of bracket anniversary date), all longevity raises being contingent on satisfactory performance evaluations, such evaluations to be done annually. Employees are paid bi-weekly. Upon initial employment, the Town Manager or designee shall determine the employee's wage step based on appropriate training and experience of the salary schedule. Appropriate prior experience credit may be given up to and including the 20-year wage bracket. To move to the next wage step, the employee must work in Falmouth for the number of additional years to achieve the step movement. For example, if the employee was placed on the 5-year wage step, they must work 5 years to advance to the 10-year step.

Any current employee in the Union that is eligible for prior experience credit will be granted such credit, based on the Public Works Director or designee's determination.

The Town Manager or designee reserves the right to determine prior experience credit and will base that determination on equivalent experience to what will be required in their position within the Public Works Department. The Public Works

Director will consult with the Union on each determination of prior experience credit, but the Union will not have any authority in such determination.

B. A 25-year step will be added to the salary schedule. The increase is .31 an hour above the 20-year step.

C. When conditions or workload necessitates, any employee may be required to perform work out of classification. Except as noted below, employees who are required to work in a higher pay classification for at least four (4) hours in a work day will receive the starting level pay of that classification or their current rate of pay plus one (\$1.00) per hour, whichever is higher, for the entire day. In the case of employees who are required to work out of classification as mechanics, not mechanic helper, they will receive the starting level pay of that classification or their current rate of pay plus one (\$1.00) per hour, whichever is higher, only if they work at least four (4) consecutive work hours in the higher pay classification (no adjustment will be made for periods of less than four (4) consecutive work hours in that classification). In the case of employees who perform certified motor vehicle inspections on Town vehicles out of their classification, they will receive the starting rate of pay for the mechanic classification or their current rate of pay plus one (\$1.00) per hour, whichever is higher, for any full day of work during which they are required to work four (4) or more hours on such inspections (no adjustment will be made if the employee works less than four (4) hours in a work day in that classification). In any event, work done in a higher pay classification for training or if incidental to the work of the employee in his or her regular classification will not be compensated for at the higher level rate.

D. Direct Deposit

Employees shall be paid by direct deposit to a banking institution of their choosing.

E. Financial Institution

The Town agrees to deduct designated amounts from the wages of those employees who shall have given the employer written notice to make such deductions. The amount so deducted shall be remitted to the applicable financial institution each month. The Town shall not make deductions and shall not be responsible for remittance to the financial institution for any deductions for those weeks during which the employee's earnings shall be less than the amount authorized.

ARTICLE 5 – HOURS AND OVERTIME

A. For the sole purpose of computing overtime, the regular work week for employees covered by this Agreement shall be forty (40) hours, five consecutive days. All hours worked in a work week in excess of forty (40) hours shall be paid at the rate of one and one-half (1 ½) times that base hourly rate with vacation, holidays, bereavement, and hours compensated for by call-in pay counted as time worked.

B. 1. In lieu of paid overtime, an employee may elect to accrue up to sixty (60) hours of compensatory paid leave. The annual total compensatory time to be earned shall not exceed sixty (60) hours. The compensatory time is intended to be used during non-winter work hours and must be approved by the Public Works Director or designee. Exceptions to use compensatory time during winter work hours may be granted at the sole discretion of the Public Works Director or designee. It is also intended that the use of the compensatory time will not result in an overtime situation for the Town unless authorized by the Public Works Director or designee. In scheduling the use of compensatory days, the Public Works Director or designee shall take into account operational needs and employee seniority. Compensatory leave must be used by October 31 and can start accruing after November 1. Unused compensatory leave will be paid with the first payroll after October 31. Up to eight (8) hours of compensatory time used during the winter hours schedule shall count as hours worked for the purpose of determining overtime.

2. In addition, employees will be credited with an additional eight (8) hours of vacation time in lieu of receiving a ten (10) minute p.m. break. This accrual will be deposited with the first payroll after July 1. In scheduling the use of these days, the Public Works Director or designee shall take into account operational needs and employee seniority.

ARTICLE 6 – SENIORITY AND PERSONNEL REDUCTION

A. In the event of layoffs within any classification, the Town will lay off employees in said classification in inverse order of seniority. Senior employees must remain current within their job classification and demonstrate the skills and ability to perform the required work. For purposes of this Article, “seniority”

means total length of continuous employment in the Town's Public Works Department.

B. An employee laid off from within a classification will have the right to bump the least senior employee in an equal or lower pay classification provided the Director of the Public Works Department determines that he/she has the ability and qualifications to perform the job. Employees who are laid off will keep the Town Manager's office informed of their current address and will have recall rights for one (1) year from the date of layoff in the event of a vacancy in the bargaining unit for which the Director of the Department determines they have the ability and qualifications to perform the job.

C. If the Public Works Director determines that abilities and qualifications to perform the job are equal, seniority will be the determining factor in promotions within the bargaining unit.

D. Any employee promoted shall serve a thirty (30) day trial period. During the trial period, either the employee may elect to return to, or the Public Works Director may return the employee to his/her position held prior to the promotion.

E. On a case-by-case basis and/or upon request of the Union, management will decide whether to include bargaining unit member(s) appointed by the Union to the hiring/interview process for a vacant bargaining unit position.

F. The Union may appoint a representative(s) to the Town's labor/management safety committee to provide recommendations to management regarding safety and training issues.

ARTICLE 7 – VACATIONS

A. Employees covered by this Agreement shall receive vacation with pay, subject to scheduling by the Public Works Director or designee, in accordance with the following:

1. At the date of hire until the one-year anniversary date of continuous service in the Public Works Department: eighty (80) hours.

2. More than one year and less than five years of continuous employment in the Public Works Department: ninety-six (96) hours based on anniversary date and hours worked.

3. On the fifth (5th) anniversary date of continuous service in the Public Works Department: one-hundred and twenty (120) hours based on anniversary date and hours worked.

4. On the tenth (10th) anniversary date of continuous service in the Public Works Department: one hundred and sixty (160) hours based on anniversary date and hours worked.

5. On the fifteenth (15th) anniversary date of continuous service in the Public Works Department: one hundred and eighty (180) hours based on anniversary date and hours worked.

6. On the twentieth (20th) anniversary date of continuous service in the Public Works Department: two hundred (200) hours based on anniversary date and hours worked.

B. Accrual Method: Employees shall start accruing vacation on initial employment, but vacation shall not vest until the employee has completed four (4) months of employment with the Town, at which point the employee may access the employee's vacation accrual. After six (6) months of continuous service and without any vacation use, the employee will have accrued forty (40) hours vacation. Thereafter, vacation leave shall continue to accrue on a bi-weekly basis.

C. Vacations shall be scheduled by the Public Works Director or designee. No vacations shall be taken during the first four (4) months of employment nor shall vacations be granted on a back-to-back basis. In scheduling vacations, the Public Works Director or designee shall consider operational needs and employee seniority.

D. Employees with fewer than fifteen (15) years of service shall be entitled to accrue up to one hundred sixty (160) hours of vacation. No time will accrue past that amount.

Employees with fifteen (15) or more years of service shall be entitled to accrue up to two hundred forty (240) hours of vacation. No time will accrue past that amount.

E. Accrued vacation time shall be paid to an employee upon his/her separation from employment with the Town, provided the employee submits a written notice to the Town Manager fourteen (14) days in advance of his/her last day of actual work, or to his/her beneficiary or estate upon his/her death while employed by the Town's Public Works Department.

ARTICLE 8 – HOLIDAYS

A. The following holidays shall be paid holidays for employees covered by this Agreement:

1. New Year's Day
2. Birthday of Martin Luther King, Jr.
3. Washington's Birthday
4. Patriots' Day
5. Memorial Day
6. Juneteenth National Independence Day
7. Independence Day
8. Labor Day
9. Indigenous Peoples Day
10. Veterans Day
11. Thanksgiving Day
12. Friday following Thanksgiving
13. Christmas Day

B. Holiday pay is compensated based on an eight (8) hour workday regardless of the particular work schedule in place on the date that the holiday occurs.

C. To be eligible for holiday pay, the employee must have worked his/her last scheduled workday prior to the holiday and his/her first scheduled workday after the holiday, unless on approved sick leave or vacation leave. Employees shall not be paid for the holiday if they are on any type of extended leave.

D. If a holiday falls on an employee's scheduled non-workday, the Town Manager or designee shall have the discretion to elect the following options:

1. Close the operation on another day;
2. Compensate for the day without creating an overtime cost; or
3. Add time to the employee's vacation accrual.

E. All employees who are required to work on Thanksgiving Day or Christmas Day shall be paid for the hours worked on these days at two times (2x) their base hourly rate.

ARTICLE 9 – EARLY RELEASE

The Public Works Director may allow employees to leave early on the afternoon of the days immediately preceding Christmas and New Year's Day, if in his/her discretion weather and work requirements permit, without loss of regular wages for the balance of the work day, provided that if employees are required to work on those afternoons, such work will be paid for at the employee's base hourly rate only.

ARTICLE 10 – SICK LEAVE

A. Sick leave shall accrue to employees covered by this Agreement at the rate of 8 hours per month for each full calendar month of service accumulative to a maximum of nine hundred and sixty (960) hours. Sick leave may be used only in the following cases:

1. Personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of his/her position.

2. Attendance upon members of the family within the household of the employee when their illness requires care by such employee, not to exceed twenty-four (24) hours per week, not to exceed forty-eight (48) hours per year.

B. A physician's certificate shall be furnished upon request of the Public Works Director; the cost of this certificate to be paid by the Town.

C. Payment in Lieu of Accrual

1. When an employee has accrued at least two hundred (200) hours, he/she shall have the option to cash in those hours earned in the fiscal year up to a maximum of ninety-six (96) hours at the rate of thirty-three (33%) percent of his/her current base rate. Payment shall be made between August 1 and December 1 in the following fiscal year as designated by the employee.

D. Payment of Unused Sick Leave

Upon retirement or separation in “good standing”, employees who have completed more than five years of employment shall be compensated for one-third (1/3) of accumulated unused sick subject to a maximum payout of 300 hours.

E. Maine Paid Family and Medical Leave (PFML)

Payroll withholdings began statewide on January 1, 2025, and employees covered by this Agreement will have payroll withholdings begin on the effective date of this contract. The contribution per employee is 1% of an individual’s wage rate, split between the employee and the Town. Employees pay this withholding upon the effective date of this contract. Benefits are scheduled to become available on May 1, 2026, but that date is subject to change.

F. Death Benefit

1. The Town shall pay an employee’s estate for all unused sick days at the rate of one hundred percent (100%) of the current base rate, in the event of the employee’s death.

ARTICLE 11 – UNPAID LEAVE

The Town Manager may, at his/her sole discretion, grant a leave of absence without pay to an employee for a period not to exceed one year provided that during such leave no sick leave or vacation time shall be earned and that the employee shall be responsible for the full cost of health insurance and other employee benefits.

ARTICLE 12 – BEREAVEMENT LEAVE

A. An employee covered by this Agreement shall be excused from work for up to forty (40) hours of paid time, upon request, because of a death in his/her immediate family, as defined below, and shall be paid his/her regular rate of pay for the scheduled working hours missed. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral. Immediate family is hereby defined to mean spouse, domestic partner, parents, step-parents, child and step-child.

B. Up to twenty-four (24) hours of paid time shall be granted for funerals of the employee's brother, sister, grandparent, grandchild, son-in-law, brother-in-law, sister-in-law, mother-in-law or father-in-law. The Town Manager may grant extensions of bereavement leave under this Article.

C. The employee shall be entitled to a leave of absence without loss of pay for a period of one (1) working day for the purpose of attending the funeral of an employee's uncle, aunt, nephew, niece or any person living in the employee's personal household.

ARTICLE 13 – CALL IN PAY

A. Employees covered by this Agreement who are called in to work at time outside of, and not annexed to, their scheduled shift, shall be credited with a minimum of four (4) hours worked for the hours worked. This provision does not apply to scheduled overtime. Hours worked does not commence until the employee arrives at the Town Garage or the designated work site.

B. Emergency Call-In Procedures

In the event DPW personnel need to be called in after normal work hours, the following procedures shall be followed using the rotation list:

1. Call the employee's main contact number to make contact. The employee's main and alternate contact numbers shall be determined by the employee and shall be provided to the department's supervisory and managerial staff.

2. If no contact is made immediately following the first attempt, contact will be attempted using the employee's alternate contact number.

3. The Street Supervisor or designee shall wait five (5) minutes (after the second attempt) before skipping over the employee's call in. The management of the department reserves the right to forego the five (5) minute time frame in the event that an emergency situation requires a more immediate response.

4. The Public Works Director, Street Supervisor, or Designee, will maintain the ability to alter the rotating list. In the event of a call needing specific expertise, the Director, Street Superintendent, or Designee, may call in the

employee possessing the qualifications needed.

5. The Street Supervisor and Union Shop Steward shall maintain the rotation call-in list.

C. Holiday Call-In

1. Any employee selected to be on-call on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day, shall receive one hundred dollars (\$100.00) on-call pay. The hours for the holiday coverage will be from 1800 hours the day before to 0600 hours the day after the holiday.

2. All call outs during this time period will be covered by the two (2) employees covering the holiday.

3. The employees covering the holiday will be chosen by the rotating list one month before the holiday that needs to be covered. Employees chosen to cover these holidays shall be required to respond and report to work within the time frames specified in the "work rules" and/or "call-in procedures."

4. The Department Director or designee may add personnel if needed on a case-by-case basis. In the event that more personnel are needed on a specific call out, the next employee will be called from the regular call-in list.

5. This provision does not supersede the "Winter Operations Call-in" policy.

ARTICLE 14 – STANDARD HOURS

The normal work week for full-time employees shall be forty (40) hours, excluding lunch time. The specific work hours may vary from department to department contingent upon the need and the nature of the specific department's work. The working hours for any department shall be established by the Town Manager or designee.

ARTICLE 15 – WORK BREAKS

- A. Employees covered by this Agreement will be allowed one (1) fifteen (15) minute a.m. work break during the duration of each full workday. The fifteen (15) minute work break shall be taken as supervisory personnel find appropriate and timely, and is not to unduly interfere with the working process of the department.

- B. The fifteen (15) minute period is actual work stoppage and includes travel time. The Department Head may grant additional work breaks during snow plowing operations as conditions and driver fatigue may warrant.

ARTICLE 16 – TOOL ALLOWANCE

- A. Mechanics who are required to provide tools for Town work will be reimbursed as follows:

Mechanic II	\$775.00
Equipment Technician Supervisor	\$775.00

- B. This is for the purpose of replacing lost or damaged tools, and acquiring new tools that are required by the Town.

ARTICLE 17 – BULLETIN BOARD

The Town agrees to provide a bulletin board at the Woods Road garage for the posting of appropriate Union notices. In no case shall information be posted that is obscene, profane or derogatory to any individual or Town official. In the event of a dispute as to the appropriateness of the material posted, material shall be removed until the dispute is resolved.

ARTICLE 18 – ACCESS TO PREMISES

With the approval of the Town Manager, Union representatives may enter the Woods Road Garage and Town Hall to participate in meetings between representatives of the Town and Union representatives provided there is no interference with or interruption of Town operations or work.

ARTICLE 19 – UNIFORMS

- A. The Town agrees to pay the cost of eleven (11) uniform rental and cleaning fees for employees covered by this Agreement. These uniforms must be worn by the employee when working for the Town.
- B. Employees covered by this Agreement who are required to wear protective footwear will be reimbursed up to \$300.00 a year for the cost of purchasing steel toe work boots. If a balance remains after the boot purchase, the remaining amount can be used to purchase toe-caps or a type of toe protector.
- C. The Town shall also provide a winter work coat for employees and appropriate replacements as determined by the Director of Public Works or designee.

ARTICLE 20 – UNION STEWARD

The Union may select a Steward and an alternate to work in his/her absence, for the purpose of conducting Union business. If the Steward is mutually scheduled by the Union and the Town Manager or Public Works Director to meet with Town officials on Union business during working hours, he/she shall not suffer a loss in pay.

ARTICLE 21 – MILITARY RESERVE SERVICE

Employees covered by this Agreement who are members of the organized Military Reserves and who are required to perform field duty will be granted Reserve Service Leave in addition to vacation, but not to exceed two (2) weeks in any calendar year. For any such period of Reserve Service Leave up to two (2) weeks in any calendar year, the Town will pay the employee the balance between service pay and the employee's regular rate of pay, the total equaling the employee's regular pay had he/she remained in the service of the Town during the period of the leave. Provided that the employee furnishes the department head an official statement by military authorities giving his/her rank, pay and allowances.

ARTICLE 22 – INJURIES IN THE LINE OF DUTY

A. Any employee covered by this Agreement who sustains a personal injury or illness arising out of and in the course of his/her employment shall immediately file a Workers' Compensation claim with the Public Works Director. Failure to file a claim may result in forfeit of the following benefits:

1. Any employee covered by this Agreement who sustains a personal injury or compensable illness arising out of and in the course of his/her employment shall be paid during each week of total incapacity to work resulting from the injury an amount sufficient when added to the weekly payment of Workers' Compensation paid within the laws of the State, to equal his/her net regular salary. Such additional payments shall not be continued beyond four (4) weeks and shall not be paid again in the event of a recurrence of the same injury. In the event that an employee works a modified work schedule, then this additional payment shall be paid until such time as the employee has received the equivalent of four (4) weeks of pay. The sick leave benefits of this Agreement do not apply and are not provided for absence due to injuries or illness covered by Workers' Compensation. No payments shall be made in any instance when, in the opinion of the Public Works Director and Town Manager, the accident occurred as a result of intoxication, willful intent, violation of rules and regulations on the part of the employee or while the employee is in the employ of any person, firm or corporation.

ARTICLE 23 – INSURANCE

The Town will pay 85% for single, adult with child, two adults, and family coverage based on the employee's eligibility of the cost of the Maine Municipal Employees Health Trust (MMEHT) PPO 500 plan.

A. The Town will provide to all employees a Health Reimbursement Arrangement (HRA). For employees enrolled in single coverage, the maximum HRA reimbursement will be \$1,050 annually and for employees with dependent coverage, the maximum HRA reimbursement will be \$2,100 annually. The Town agrees to reimburse fifty percent (50%) of the deductible costs, based on in-network level. The HRA will reimburse deductible and co-insurance costs after the employee's obligation has been met (50% deductible and 20% co-insurance). The Town will pay the administrative costs for the HRA. This plan will be eliminated effective January 1, 2026.

B. On January 1 of every year when this contract is in force, the Town will contribute \$500.00 to a Flexible Spending Account (FSA) for every employee in the bargaining unit. This contribution will be eliminated effective January 1, 2026. Employees can elect their own contributions and participate in the FSA (medical and dependent care) in 2026 and subsequent years and the monthly administrative fees for these accounts will be paid by the Town.

If an employee elects to participate in the health insurance program or meets the eligibility requirements for changing health insurance coverage (single, adult with child(ren), two person, or family) provided by the Town under this section, the employee must elect or change coverage within 30 days of such eligibility. If the selection is not made within thirty (30) days after eligibility and the carrier permits retroactive coverage, the employee shall pay 100% of the premium for the period from the retroactive effective date of the new coverage to the date the employee applied for the new or increased coverage. Premiums for the period following the date of application shall be paid as provided in this section.

C. The Town reserves the right to change the insurance program and the insurer provided the benefits remain substantially the same as the present benefits.

D. When authorized by the employee, the Town shall deduct the employee's contribution on a pretax basis in accordance with the Town's standard practices.

E. In the event that an employee has elected to have the Town deduct the employee's benefits and withholding contributions as set forth in section C above, the employee agrees that if he/she is unable to work and is being paid directly through the Workers' Compensation system, the employee shall be responsible for directly paying his/her contribution to those insurance plans. The Town shall issue a single reminder of this obligation to each employee who becomes responsible under this provision for making those direct contributions.

F. Any employee who elects to participate in the Town's long-term disability/income protection agrees to pay one-hundred percent (100%) of the cost.

G. Retiree Health Savings Plan

Annually the Town shall contribute one percent (1%) of the employee's wages into the Town's "Retiree Health Savings Plan" on a pretax basis, as defined by the Internal Revenue Service. In the event the employees are barred by federal regulations from participation in the "Retiree Health Savings Plan", the Town shall

place the one percent (1%) in the Town's deferred compensation account on behalf of the employee.

H. Cash-In-Lieu of Health Insurance

If an employee elects no medical coverage from the coverage the employee is entitled to receive under the terms of the Town's health insurance plan and documents that he/she is otherwise covered, the Town will pay the employee an annual sum of \$6,000 for Employee and Family coverage; \$5,000 for Employee and Child(ren) coverage; or \$4,000 for Employee Only coverage. The cash payment received under this provision is taxable income and shall be paid as an additional amount to the employee's regular paycheck in twice monthly installments throughout the year. Such an election will continue to remain in effect until such time as an employee has had a qualified family status change which permits the employee to change their election of coverage or a qualifying event under the Health Trust Portability Provision.

ARTICLE 24 – PENSIONS

A. Employees may elect to become members of the Maine Public Employees Retirement System Participating Local District Plan AC, in accordance with MainePERS statutes and rules or to participate in the 401A Money Purchase Plan. For employees who elect the 401A plan, the Town shall contribute eight (8%) percent of gross annual earnings for each such employee who so requests, in writing, and each such employee shall contribute five percent (5%) of gross annual earnings into the 401A Money Purchase Plan.

B. The above provisions are subject to change at any time as required by changes in applicable laws or regulations and/or changes in the provisions of the retirement system or plan referred to, and are subject to the requirements of said retirement system or Plan.

C. The Town further agrees to continue participation in the Social Security Program.

ARTICLE 25 – EMPLOYEE RIGHTS

A. Membership in the Local Union is not compulsory. Membership in the Local Union is separate, apart and distinct from the assumption by an employee of

her/his equal obligation to the extent that he/she receives equal benefits. The Local Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to or whether 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 only for members in the Local Union.

B. All employees shall have the right to either join or not join the Union, except as otherwise provided herein. Any employee who chooses not to become a Member of the Union, or any Member who chooses to cease to be a Member, shall be bound by such choice as provided in this Article.

Any Member may change his/her status with respect to membership but only during the twenty (20) day period immediately prior to the expiration of the collective bargaining agreement then in effect by giving written notice of the same to the Employer and the Union during that period. Otherwise, their current membership status shall continue to the next opt out period in the next pending contract.

C. The Union shall indemnify, defend and hold the Town harmless against all claims and suits which may arise as a result of action taken pursuant to this Article and in the collection of dues, fees, rates, or penalties.

D. No employee covered by this Agreement (i.e. an employee who has successfully completed the probationary period of six (6) months continuous service, see Recognition Article) shall be discharged except for just cause.

E. The Town agrees that disciplinary action will generally be progressive, understanding that lesser forms of discipline may not be appropriate depending upon the severity of the offense. The Town retains the sole discretion to deviate from progressive discipline based on the nature and circumstances of an employee's misconduct.

ARTICLE 26 – DUES DEDUCTION

A. The Town shall deduct regular bi-weekly dues upon receipt of signed authorization from employees (a copy of which is to be retained by the Town) and a certified statement from the Secretary/Treasurer of the Local 340 as to the amount for dues.

B. The Town shall forward all such dues so collected to the Secretary/Treasurer of the Union by the 10th of each month succeeding the month in which deductions were made.

C. Town's Indemnification. The Union shall indemnify, defend and hold the Town harmless against all claims and suits which may arise as a result of any action taken pursuant to this Article.

ARTICLE 27 – NO STRIKE

The Union agrees that no strike, work stoppage, or slowdown shall take place during the term of this Agreement. In the event that Union members participate in such activities, the Union shall notify those members to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be discharged by the Town.

ARTICLE 28 – JURY DUTY

The Town shall grant leave to employees covered by this Agreement who are called to jury duty or jury service and pay the difference between his regular pay and his juror's pay upon presentation to the Town of an official statement of jury pay received. Employees excused from jury duty must report back to work during their normal work or duty hours.

ARTICLE 29 – NON DISCRIMINATION

The Town and the Union agree that they will not discriminate against any employee with respect to hiring, compensation, or working conditions because of such employee's race, color, religion, national origin, ancestry, sex, sexual orientation, physical or mental disability, or age.

ARTICLE 30 – SEVERABILITY

In the event that any provision herein is found by any court of competent jurisdiction to be invalid, all other valid provisions shall remain in effect.

ARTICLE 31 – GRIEVANCE PROCEDURE

A. For the purpose of the Agreement, a grievance is defined as a dispute concerning the interpretation or application of a specific term of this Agreement, but a grievance shall not include a dispute as to the rights retained by the Town under the Management Rights Article of this Agreement. Any grievance shall be processed in the following manner:

Step 1. The aggrieved employee must present the grievance in writing to the Public Works Director in a form to be developed by the Town, within five (5) working days from the date he could reasonably be expected to know of the incident.

Step 2. Within ten (10) working days after receipt of the grievance the Public Works Director will meet with the aggrieved employee in an effort to resolve the grievance.

Step 3. If the grievance is not resolved to the satisfaction of the Union within ten (10) working days after that meeting, the Union may present such grievance in writing to the Town Manager within five (5) working days after that ten (10) working day period, and the Town Manager or designee will meet with representatives of the Union within ten (10) working days thereafter. Within ten (10) working days after that meeting, the Town Manager will render his decision to the Union in writing.

Step 4. In the event that the decision of the Town Manager rendered at Step 3 above is not acceptable to the Union, the Union may, within ten (10) working days thereafter, request in writing to the Town Manager, that the matter be referred to arbitration. The Town Manager or designee and a Union representative shall attempt to agree upon the selection of an arbitrator within ten (10) working days after such request is submitted to the Town. If no arbitrator is mutually selected, then the Town and the Union will follow the procedures established by the American Arbitration Association for selecting an arbitrator.

The arbitrator shall have no authority to add to, subtract from, or modify the provisions of this Agreement. The arbitrator shall be without power to make any decision which is contrary to law which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement. The arbitrator's decision shall be binding, subject to appeal as provided by law.

The Town and the Union shall bear equally the cost, fees and expenses of the arbitrator. Other expenses shall be borne by the party incurring the same.

ARTICLE 32 – TERM OF AGREEMENT


Unless specified in another provision of this Agreement, the term of this Agreement shall be from, as of its signing date for any employee employed as of the execution date to and including June 30, 2028.

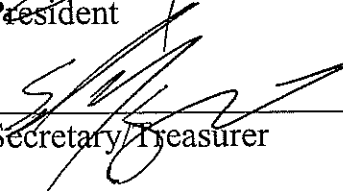
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this.

TOWN OF FALMOUTH

BY: 
Town Manager

TEAMSTERS LOCAL UNION NO. 340

BY: 
President

BY:  11.9.20
Secretary/Treasurer

BY: _____
Business Agent

BY: _____
Shop Steward

**TOWN OF FALMOUTH, MAINE
PUBLIC WORKS SALARY SCHEDULE**

BASE

	Start	1 Year	2 Year	5 Year	7 Year	10 Year	15 Year	20 Year	25 Year
<u>Position</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
Laborer	\$20.58	\$21.57	\$22.46	\$22.85	\$23.18	\$23.50	\$23.83	\$24.15	\$24.46
Transfer Station	\$25.97	\$26.59	\$26.89	\$27.20	\$27.51	\$27.82	\$28.14	\$28.45	\$28.76
Equipment Op1	\$27.82	\$28.14	\$28.45	\$29.07	\$29.38	\$29.69	\$30.00	\$30.32	\$30.63
Equipment Op2	\$29.69	\$30.00	\$30.32	\$30.93	\$31.56	\$32.17	\$32.79	\$33.41	\$33.72
Crew Leader	\$32.79	\$33.41	\$33.72	\$34.03	\$34.34	\$34.65	\$35.27	\$35.90	\$36.21
Mechanic 2	\$33.79	\$34.41	\$34.72	\$35.03	\$35.34	\$35.65	\$35.95	\$36.27	\$36.58
Head Equip Tech	\$39.16	\$41.11	\$42.78	\$43.51	\$43.86	\$44.21	\$44.57	\$44.93	\$45.24

AS OF JULY 1, 2025 (3.75%)

	Start	1 Year	2 Year	5 Year	7 Year	10 Year	15 Year	20 Year	25 Year
<u>Position</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
Laborer	\$21.35	\$22.38	\$23.30	\$23.71	\$24.05	\$24.38	\$24.72	\$25.06	\$25.38
Transfer Station	\$26.94	\$27.59	\$27.90	\$28.22	\$28.54	\$28.86	\$29.20	\$29.52	\$29.84
Equipment Op1	\$28.86	\$29.20	\$29.52	\$30.16	\$30.48	\$30.80	\$31.13	\$31.46	\$31.78
Equipment Op2	\$30.80	\$31.13	\$31.46	\$32.09	\$32.74	\$33.38	\$34.02	\$34.66	\$34.98
Crew Leader	\$34.02	\$34.66	\$34.98	\$35.31	\$35.63	\$35.95	\$36.59	\$37.25	\$37.57
Mechanic 2	\$35.06	\$35.70	\$36.02	\$36.34	\$36.67	\$36.99	\$37.30	\$37.63	\$37.95
Head Equip Tech	\$40.63	\$42.65	\$44.38	\$45.14	\$45.50	\$45.87	\$46.24	\$46.61	\$46.94

AS OF JULY 1, 2026 (3%)

	Start	1 Year	2 Year	5 Year	7 Year	10 Year	15 Year	20 Year	25 Year
<u>Position</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
Laborer	\$21.99	\$23.05	\$24.00	\$24.42	\$24.77	\$25.11	\$25.47	\$25.81	\$26.14
Transfer Station	\$27.75	\$28.41	\$28.74	\$29.07	\$29.40	\$29.73	\$30.07	\$30.40	\$30.73
Equipment Op1	\$29.73	\$30.07	\$30.40	\$31.06	\$31.40	\$31.73	\$32.06	\$32.40	\$32.73
Equipment Op2	\$31.73	\$32.06	\$32.40	\$33.05	\$33.73	\$34.38	\$35.04	\$35.70	\$36.03
Crew Leader	\$35.04	\$35.70	\$36.03	\$36.37	\$36.70	\$37.03	\$37.69	\$38.36	\$38.69
Mechanic 2	\$36.11	\$36.77	\$37.10	\$37.43	\$37.77	\$38.10	\$38.42	\$38.76	\$39.09
Head Equip Tech	\$41.85	\$43.93	\$45.72	\$46.50	\$46.87	\$47.24	\$47.63	\$48.01	\$48.34

AS OF JULY 1, 2027 (3%)

	Start	1 Year	2 Year	5 Year	7 Year	10 Year	15 Year	20 Year	25 Year
<u>Position</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>	<u>Hourly</u>
Laborer	\$22.65	\$23.74	\$24.72	\$25.15	\$25.51	\$25.87	\$26.23	\$26.58	\$26.92
Transfer Station	\$28.58	\$29.27	\$29.60	\$29.94	\$30.28	\$30.62	\$30.97	\$31.31	\$31.66
Equipment Op1	\$30.62	\$30.97	\$31.31	\$32.00	\$32.34	\$32.68	\$33.02	\$33.37	\$33.71
Equipment Op2	\$32.68	\$33.02	\$33.37	\$34.04	\$34.74	\$35.41	\$36.09	\$36.77	\$37.12
Crew Leader	\$36.09	\$36.77	\$37.12	\$37.46	\$37.80	\$38.14	\$38.82	\$39.51	\$39.86
Mechanic 2	\$37.19	\$37.87	\$38.22	\$38.56	\$38.90	\$39.24	\$39.57	\$39.92	\$40.26
Head Equip Tech	\$43.10	\$45.25	\$47.09	\$47.89	\$48.28	\$48.66	\$49.06	\$49.45	\$49.79

Side Letter Regarding Use of Sick Time for Purposes of Computing Overtime
During Winter Operations

The Town of Falmouth and Teamsters Local 340 hereby enter into this side letter to permit employees in the Public Works bargaining unit under the limits contained herein to designate up to twenty (20) hours per year of sick time to qualify as “time worked” for purposes of determining eligibility for overtime under Article 5(A) of the 2025-2028 collective bargaining agreement. The purpose of this side letter is to allow employees the opportunity to earn overtime pay during Winter Operations in a workweek in which they utilized accrued sick leave due to illness or injury and would have otherwise earned premium pay for time worked over forty (40) hours but for their use of sick leave and the contractual exclusion of sick time from the definition of time worked for the purposes of determining overtime.

Employee designation of sick time as time worked for purposes of calculating eligibility for overtime shall be subject to the following restrictions:

1. Employee must have accrued sick leave available and utilize sick leave under the terms of the collective bargaining agreement.
2. Employee must provide written notice of his/her designation of sick time as time worked to his/her immediate supervisor upon submission of his/her time sheet no later than 7:00 AM of the first workday immediately following the end of the pay period.
3. Employee designation may only occur during Winter Operations (November 1 – April 1).
4. The sick time used cannot be less than a four-hour increment.
5. This Side Letter is for employee use only – not for family sick leave.



For the Town of Falmouth 11-26-25
Date



For Teamsters Local 340 11-30-25
Date

Memorandum of Understanding – Referral Bonus

This Memorandum of Understanding is entered into between the Town of Falmouth (the “Town”) and Teamsters Local No. 340 (the “Union”) (together, the “Parties”), on _____, 2025, (the “Effective Date”) for the purpose of attracting and retaining qualified applicants with the Falmouth Public Works Department by providing a referral bonus to eligible employees. To facilitate this purpose, the undersigned agree to the following referral initiative, the Parties collective bargaining agree:

If you know someone who would be a good addition to the Town of Falmouth, you can receive a referral bonus of **\$2500** (regular full-time and regular part-time position referrals)* or **\$250** (seasonal work or call and per-diem referrals), less taxes, if you refer a candidate and they are hired. Employees must refer candidates to Human Resources through the employee referral program using the candidate referral form.

Program Rules

- Town of Falmouth employees are eligible for the referral bonus. Employees not eligible for the bonus are the Town Manager, Assistant Town Manager, Director of Human Resources, and managers with hiring authority over the referred candidates.
- The referral date cannot be earlier than the date the job opening is posted. The hiring of a referred employee must occur within 180 days (six months) of the initial referral date.
- The referral must represent the candidate's first contact with the Town of Falmouth.
- Temporary, contract, and former employees of the Town of Falmouth are not eligible candidates for referral awards.
- To be eligible for an award, an employee must submit a referral to Human Resources with a candidate referral form and a resume or employment application.
- The referring employee must agree to have their name used when the Town contacts the candidate.
- The first employee to refer a candidate will be the only referring employee eligible for payment.
- Only candidates who meet the essential qualifications for the position will be considered.
- All candidates will be evaluated for employment consistent with Town policies and procedures.
- All information regarding the hiring decision will remain strictly confidential.
- The referring employee must be employed by the Town of Falmouth during the hired candidate's first 30 days of employment to receive payment of the referral bonus.
- Any disputes or interpretations of this employee referral program will be handled by the Town Manager.
- The referral bonus will be paid in two installments – the first within 30 days of the new employee's hire date and the second after the new employee completes 6 months of work.

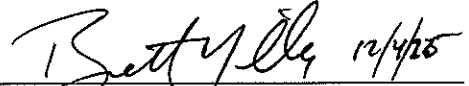
*A Regular Full-Time Employee is an employee who is regularly scheduled to work at least 37 hours a week. A Regular Part-Time Employee is an employee who is regularly scheduled to work at less than 37 hours a week.

TOWN OF FALMOUTH



By: Town Manager

TEAMSTERS LOCAL NO. 340




By: President



By: Secretary/Treasurer

By: Business Agent



By: Shop Steward