

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF WESTBROOK

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES (AFSCME)**

**FOR THE
WESTBROOK PUBLIC SERVICES DEPARTMENT**

July 1, 2021 – June 30, 2024

| | | | |
|----------|----|---|----|
| ARTICLE | 27 | MANAGEMENT/LABOR COMMITTEE TO IMPROVE SERVICE DELIVERY | 25 |
| ARTICLE | 28 | ENTIRE AGREEMENT | 26 |
| ARTICLE | 29 | CONTRACT DATES AND TERMINATION | 26 |
| APPENDIX | A | PAY SCALE | 28 |
| APPENDIX | B | NON-EMERGENCY OVERTIME PROCEDURE | 32 |
| APPENDIX | C | FIRST RESPONSE TO WINTER OPERATIONS | 34 |
| APPENDIX | D | CAREER LADDER | 36 |
| APPENDIX | E | UNIFORM POLICY | 40 |

- D. The City agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 3 – PROBATIONARY PERIOD

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

During the probationary period, new employees may be assigned to a Field Training Operator (FTO). FTO's will work side by side with employees daily to ensure that new hires receive consistent information regarding day-to-day operations, policies, and procedures. FTO's will also serve as a resource for new hires should they have any questions or concerns while on probation. New employees will be assigned to an FTO for a maximum of two weeks and that period may be extended by management.

FTO's will be chosen and assigned at the sole discretion of management. Acceptance of the FTO role is voluntary; however, once an employee has accepted an FTO assignment it is expected the FTO will commit to the full training period established by management. Exceptions may be made in extenuating circumstances at the discretion of management. FTO's will receive a stipend of \$1.00 per hour added to their base hourly wage for all hours worked while assigned as an FTO. The FTO program in its entirety shall be exempt from the grievance process.

ARTICLE 4 – SENIORITY

- A. The City of Westbrook shall establish a seniority list, and it shall be brought up to date every three (3) months and immediately posted thereafter on the Municipal Garage bulletin board for a period of not less than thirty (30) days. A copy shall be mailed to the Secretary of the Union. Any objections to the seniority list, posted, shall be reported, in writing, to the City, within ten (10) days or it shall stand approved. Seniority shall be defined as length of continuous service within this bargaining unit. Employees who are hired from other departments within the City shall have their seniority start as of their first day of work in this bargaining unit.
- B. Seniority within classification versus overall bargaining unit seniority applies only in cases involving assignments to shift where seniority and inverse seniority are factors.

- G. Elected Union Officials may, with no loss of pay, attend Union conventions or Union meetings for a total of five (5) man days per year, provided that at least ten (10) days' notice of intent to be absent for such purpose is given to the Director.

ARTICLE 6 – RIGHT TO LIVE OUTSIDE OF CITY LIMITS

Bargaining unit members who are hired after July 1, 2015 must reside within a 45 minute response time from their primary residence to the Public Services building at 371 Saco Street. Google Maps will be employed as the standard measurement instrument to determine commute time. Existing employees will be grandfathered to their current residence.

ARTICLE 7 – WORK HOURS

- A. The basic workweek shall be five (5), eight (8) hour days, forty (40) hours per week, Monday through Friday. Each employee shall be scheduled to work on a regular work shift during the week but different employees may have different shifts. Work shifts shall be made known to the employees by posting and shall not be changed without at least seven (7) days prior notice.
- B. Scheduling flexibility is allowed for street sweeping operations, during the prime sweeping season. If seven (7) day notice of the shift change for street sweeping operations is not given, the first day's work of the shift change will be paid at a time and one half. Any further night sweeping operations during the prime sweeping season will be paid at the night differential rate (article 18D). The time and one-half rate will not apply to the return of the sweeper operator and truck driver to regular shift.
- C. Assignments to shifts with hours between 3:00 p.m. and 7:00 a.m. shall be voluntary provided that if no employees within that classification accept the assignment, the City may assign the least senior employees in the classification to fill that shift. Night shift assignments shall be rotated every fourteen (14) days.

Employees reporting for scheduled shifts outside of their regular hours of work shall be paid a minimum of two (2) hours at time plus one half (1½) there regular hourly wage regardless of the start time.

- D. Nothing herein shall be construed to limit the authority of the City to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the City has no control. Such emergency assignments shall not extend beyond the period of such emergency. It is agreed that such emergency assignments are not intended to restrict or eliminate overtime.
- E. In justice and fairness to the City of Westbrook and taxpayers, all employees shall be required to report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties, and shall faithfully perform their duties. The City recognizes that, on occasion, circumstances beyond the employee's control may cause him/her to be absent from work for all or part of the day. In these situations, the employee should immediately (before the start of the employee's scheduled shift)

ARTICLE 8 – VACANCIES

- A. “Permanent Vacancies” are: (1) positions newly created by the City to which no one has yet been appointed; or (2) existing positions which are not currently filled because of retirement or other termination of the employee holding that position.
- B. “Temporary Vacancies” are existing positions that are not filled currently because of temporary illness, disability, or other temporary absence of the employee assigned to that position.
- C. When posted, vacancies shall be designated as either Permanent or Temporary. In the event that the City makes a decision not to fill a vacancy, the Union shall be given the reason(s) in writing, within ten (10) days after the vacancy is created.
- D. Permanent vacancies will be posted for ten (10) calendar days. Such posting shall include the job title and a copy of any job description for the position. Employees in the bargaining unit may apply for the vacancy by submitting a cover letter and updated resume within the ten (10) day posting period. All qualified bargaining unit members who complete an application shall be granted an interview prior to interviewing external candidates.
- E. The City reserves the right to fill the position with the applicant it deems most qualified for the position. Between equally qualified applicants, current employees will be given preference. Seniority will prevail between two equally qualified current employees. The City shall notify any in house unsuccessful applicants for the permanent vacancies before posting the name of the successful applicant.
- F. The qualifications for filling permanent vacancies shall be based on the applicant’s relevant experience, education, ability to perform all essential functions of the job, and work history for up to 3 years including absenteeism, disciplinary problems, former employer recommendations, and previous job performance evaluations. These four factors shall be given equal weight.
- G. Appointments of existing employees to permanent vacancies shall be subject to a six (6) month evaluation review period. An employee may request to return to his/her former position in writing within the first sixty (60) calendar days of appointment to the position, or should the City become convinced, within sixty (60) calendar days of the employee’s appointment, that the employee cannot fulfill the requirements of the job, then the reason therefore shall be put in writing, his or her president notified, and the employee shall be returned to his former job without loss of seniority.
- H. Temporary vacancies will be filled only when deemed necessary by the Department Director. Vacancies will be filled by the temporary transfer of that employee determined by the Director to be best qualified, based on the transferee’s experience and ability to perform the work. An employee temporarily transferred will remain in that position until the absent employee returns and can fully perform his duties in his classification as determined by the Director; or until that vacancy becomes a permanent vacancy through termination of the absent employee; or the position is eliminated, at which time the transferee will return to his/her former position.
- I. Employees filling a vacancy in a higher classification within the Public Services Union shall be paid the higher classification pay rate for as long as he or she fills that position.

- D. The right of a laid-off employee to be rehired, if qualified, to fill a vacancy shall continue for a period of eighteen (18) months from the date of lay-off; provided the employee during that period has not resigned and provided that the employee notifies the City of continued interest each six (6) months. The employee will be notified, in writing, of this requirement at the time of lay-off. Notice of recall shall be sent certified mail, return receipt requested, to the employee's address.
- E. The term "qualified", as used in this Article, means that the employee or applicant meets the minimum requirements of the job description with respect to what is variously listed in the job descriptions as "qualifications," "pre-qualifications," and "desirable experience and training." It is specifically understood that if these objective criteria are met, seniority shall control in the exercise of the rights provided in this article.

ARTICLE 12 – DISCIPLINE

- A. No bargaining unit member shall be disciplined by the City without just cause. Just cause may include, but is not limited to, the following: Violation of any work or safety rules established by the City; insubordination; neglect of duty; negligent performance of duty; failure to report to work without prompt notice and without good cause; violation of the sick leave provisions of this contract; theft or destruction of City property; sleeping on duty; dishonesty; coming to work under the influence of drugs or alcohol, or consuming alcohol or taking drugs on the job (except those drugs authorized by a physician with notice of such being given to the Director); and the assault, threatening, harassment, or other act of intimidation of a co-worker, supervisor, or citizen.
- B. Disciplinary action may include the following: oral reprimand, written reprimand, suspension, demotion, and discharge. The employee shall receive a copy of any disciplinary document.
- C. The City agrees to apply the principles of progressive discipline, except in the event of a major violation or offense. Disciplinary demotion shall not result in the lay-off, demotion, or discharge of other employees.
- D. No employee shall be suspended without pay, demoted, or discharged, except upon written notice, stating the reasons therefore, except in cases of gross misconduct, or where the Director, or designee determines that the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the operations or safety of the Department in which case the employee shall be placed on administrative paid leave pending a due process hearing so long as the employee can meet the essential requirements of their position. In the event that such disciplinary action is contemplated by the City, either written disciplinary notice or a written memorandum of intent to impose discipline shall be given to the employee and a Union officer within fifteen (15) workdays of management being made aware of the provoking incident, unless exigent circumstances require extended investigation and/or confidentiality.

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

Step 2. If the grievance is not satisfactorily settled at Step 1, a written grievance may be filed within ten (10) working days from the date when the Step 1 response is rendered or due, whichever comes first.

The Department Head shall hold a hearing on the grievance within ten (10) working days from receipt of the grievance. The employee and/or shop steward shall be given an opportunity to present their case and to respond to any evidence or allegations of the City.

The Department Head shall issue a written response to the Step 2 grievance within ten (10) working days after the hearing.

Step 3. If the grievance is not satisfactorily settled at Step 2, the employee and/or Union may request a Step 3 hearing with the Administrator or his/her Designee within ten (10) working days of the date the Step 2 response is due. The Step 3 hearing shall be held within twenty (20) working days.

The Administrator or his/her Designee shall respond in writing to the Union President and the employee within twenty (20) working days of the Step 3 hearing.

Step 4. If the dispute remains unresolved, the employee and/or the Union may, within twenty (20) working days after the Step 3 response is due request in writing that the dispute be submitted to arbitration in accordance with the following:

- a. The parties shall within ten (10) working days of the request for arbitration, mutually agree on an arbitrator. If the parties fail to mutually agree on an arbitrator, the requesting party shall make application to the Maine Board of Arbitration and Conciliation, in accordance with that agency's rules.
- b. Expenses for the arbitrator and arbitration proceedings shall be divided equally between the parties. Each party shall bear the expense of preparing and presenting its own case including payment of its representatives and witnesses. A verbatim record may be made at the expense of the requesting party. A copy of such record shall be made available to the other party and the arbitrator.
- c. The decision of the arbitrator shall be final and binding on both parties provided the arbitrator complies with the following:
 - (1) The authority of the arbitrator is limited to disposing of the precise issue submitted.
 - (2) If either party raises the issue of arbitration, the arbitrator shall make a preliminary ruling on the issue subject to appeal by either party to a court of competent jurisdiction.
 - (3) The arbitrator's decision shall be consistent with the laws of the State of Maine.
 - (4) The arbitrator shall have no authority to alter or add to any terms of this contract or to impose on the City any duty, responsibility or limitation not expressly set forth in this contract.

- D. The City may adopt work rules for the operation of the departments and the conduct of its employees provided such rules do not conflict with the express written provisions of this agreement.
- E. When existing work rules are changed or new rules are established, they shall be posted prominently on all bulletin boards to become effective ten (10) days after posting. A copy will be sent to Council 93, AFSCME to the attention of the Field Representative serving this area. During said ten (10) day period the City will, upon request, meet with the Union and consider any suggestions relating to the proposed rule or rules.
- F. Disputes regarding all alleged conflict between proposed rules and this Agreement are subject to the grievance procedures established in Article 13, provided that Step 1 is commenced within ten (10) working days after the ten-day posting period.
- G. Performance evaluations will be conducted for each employee when they reach their six (6) month probationary period after being hired or promoted, and thereafter, annually on the employee's anniversary date.

Evaluations are management's coaching tool and will be performed for employee feedback and not for discipline. In the case an employee disagrees with an evaluation they may appeal the evaluation to the Director and next to the Mayor's office however performance evaluations will not be subject to the grievance procedure. Employees will be provided the opportunity to include feedback and comments in response to performance evaluations.

ARTICLE 15 - NO STRIKES OR LOCKOUTS

This Union agrees there shall be no strikes, slowdowns or any interference with the efficient management of the Public Services Department, and the City agrees that there will be no lock out during the life of this Agreement.

ARTICLE 16 - PROTECTION OF PROPERTY AND EQUIPMENT

It shall be the responsibility of any employee having custody of any equipment and/or property to see that it is properly cared for, kept clean, and returned to its place of storage.

ARTICLE 17 - OVERTIME AND CALL BACK

- A. Employees shall be paid time and one half for all hours worked beyond eight (8) hours of actual work at straight time in any one (1) day or forty 40 hours of actual work at straight time in any one (1) week. Actual time worked shall include holidays for which an employee is compensated whether he or she worked that day or not. Actual time worked shall include vacation leave. Time spent at Workers Compensation related doctors' appointments during the regular work shift shall also count as time worked for the purpose of calculating overtime; however, employees are expected to make every effort to schedule such appointments outside of the regular work shift whenever possible to avoid disruption to operations. Time spent on doctor's visits, for non-work

and in emergency situations. Call-in hours will not be applied toward the regular eight (8) hour shift.

- G. The following resources will be utilized in no particular order in cases when the Public Services Department experiences a need for supplemental help from sources other than the Street Division:

Regular, Probationary, Outside Contractors, Part Time employees of the Street Division, Wastewater Division, Technician Division, and other AFSCME members.

It is understood that there may be times when employees of the Street Division have not yet been recalled for the purposes of strategic planning for the event while other members of the bargaining unit divisions are recalled to work.

- H. The City has adopted the concept of rotating the four (4) on-call winter operations assignments on a weekly basis among those who are appropriately qualified and who are eligible for such work within the Public Services Department (see Appendix C). This does not include Equipment Technicians and System Operators. During the time an employee is serving in one of the four on-call assignments, he/she will provide the department with a phone number where he/she can be reached at all times while on-call and shall be required to respond immediately upon being called.

The Public Safety Equipment Technician year-round will provide the Police Department with a phone number where he/she can be reached at all times while on call. The Equipment Technicians (s) assigned to Public Services will provide the department with a phone number where he/she can be reached at all times while on-call between November 15th and April 15th and shall be required to respond immediately upon being called. This on-call assignment will be rotated among all Public Services Equipment Technicians. Equipment Technicians will be allowed to swap on-call assignments with each other. On-call will be rotated in the Wastewater Division year-round.

For each day that an employee serves in one of the above on-call positions, he/she shall receive additional compensation. Effective July 1, 2020, this compensation shall increase to twenty dollars (\$20.00) per day. Effective with the elimination of the pager system, this compensation shall increase to twenty-one dollars (\$21.00) per day.

- I. Employees may earn and accrue up to a maximum of forty-eight (48) non-replenish able compensatory time in lieu of payment for overtime hours worked. Use of said compensatory time is subject to the following:
1. The City has the authority to deny the use of compensatory time, depending on available personnel, so as not to interfere with normal work flow requirements.
 2. No overtime shall be created by the scheduling of said compensatory time off.
 3. Use of compensatory time off shall be approved and used on a "first come, first served" basis.

wage for all hours worked as part of their assigned shift between 3:00 p.m. and 7:00 a.m.

- E. The City shall maintain a Laborer I Classification solely for the purpose of dealing with substance abuse and performance management issues.

ARTICLE 19 - VACATION

- A. Vacations shall be scheduled and approved in advance by the department heads and shall be taken in the succeeding fifty-two (52) week period following attainment of each successive anniversary date. Vacation time will be earned according to the accrual table below:

| Upon Attaining Anniversary Of: | Weekly Accrual Rate | | Monthly Accrual Rate | | Annual Accrual Rate | |
|--------------------------------|---------------------|------------|----------------------|-------------|---------------------|------------|
| Hire | 1.54 | hours/week | 6.67 | hours/month | 80 | Hours/Year |
| 5 Years | 2.31 | hours/week | 10.00 | hours/month | 120 | Hours/Year |
| 10 Years | 3.08 | hours/week | 13.33 | hours/month | 160 | Hours/Year |
| 15 Years | 3.23 | hours/week | 14.00 | hours/month | 168 | Hours/Year |
| 18 Years | 3.38 | hours/week | 14.67 | hours/month | 176 | Hours/Year |
| 20 Years | 3.85 | hours/week | 16.67 | hours/month | 200 | Hours/Year |

- B. Unit members will receive vacation, pro-rated in accordance with the above annual schedule set forth in Section A. Vacation balances will be capped at 25 days (200 hours). Any hours in excess of the maximum on January 1st each year shall be lost. . For new hires, vacation will begin accruing from date of hire; however, no vacation will be allowed during the probationary period.

Employees may cash in up to 120 hours of accrued vacation time during the first pay period in December each year, provided the employee has taken at least 80 hours of accrued vacation time away from work during the prior twelve (12) months (December 1 – November 30).

- C. If an observed holiday occurs during the week in which an employee is actually on scheduled vacation, the employee will not be charged a vacation day, for the day of the observed holiday. Sick leave or official leave of absence shall not constitute a break in the service record for the purpose of computation of vacation accrual.
- D. Single day vacation time may not be scheduled more than three (3) weeks in advance. Requests for vacation time in excess of 4 hours must be submitted 48 hours in advance of the time off except in cases of emergency.
- E. During the winter season, one employee per week may take an uninterrupted week of vacation, with the approval of the Director. During the winter season uninterrupted time off of less than one week for one (1) person may be taken with the approval of the Director, this time off shall be based on first come first served. Such approvals shall

pay period in December of each year or carried over from year to year up to a maximum of eight hundred (800) hours. The employee shall notify the payroll clerk in writing prior to December of each year if electing the cash-in option; otherwise, the time will be carried over.

Employees hired after July 1, 1997 shall not be eligible for this annual sick leave cash in.

- B. All eligible employees hired prior to July 1, 1997 will be required to maintain at least two hundred (200) hours of accumulated sick leave on the books prior to being eligible to cash in sick leave.
- C. Employees hired after July 1, 1997 with an accrued sick leave balance of at least 600 hours on December 1st, may elect to have up to 50% of their earned but unused sick leave from the prior 12 month period (December 1 – November 30) refunded to them in monetary value in the second pay period in December.
- D. Upon separation, all employees, regardless of date of hire, shall receive a pro rate of sick leave days that the employee has on the books, based on the following schedule, and subject to any other provisions of this contract:

| <u>Sick Hours On The Books</u> | <u>Cash Value %</u> |
|------------------------------------|---------------------|
| Less than 200 | 25% |
| 201 – 480 | 50% |
| 481 – 680 | 75% |
| 681 – 800 | 100% |

- E. To receive the cash value of the unused sick leave, the employee must have had at least five (5) years of uninterrupted service to the city and left in good standing (not terminated).
- F. Employees, who do not use any sick leave in the previous 12 months (December 1 – November 30), will receive an attendance bonus of \$200 during the 1st pay period in December. Effective the second year of the contract July 1, 2019 attendance bonus is increased to four hundred dollars (\$400.00). This incentive is in addition to other sick leave provisions contained in this collective bargaining agreement.
- G. The City recognizes and will comply with the requirements of the Maine Act to Care for Families. As such, an employee may charge up to five (5) days/forty (40) hours in any calendar year of his/her sick leave accumulation to “family” illness, where a parent, spouse, or child is ill and the employee’s presence at home is necessary for their care, provided that all other requirements of this Article shall apply.
- H. Employees will be allowed to schedule accrued sick time for medically related appointments permitted they submit the request at least 48 hours in advance of the absence. Employees are encouraged to schedule their appointments after work hours or

- his/her sole discretion, may grant additional bereavement leave to an employee who requests it; however, such extended bereavement leave shall be unpaid unless the employee elects to utilize available vacation or compensatory time.
- B. An employee will be paid his/her regular rate of pay if called for jury duty or if called as a witness for an event arising during and out of the course of his/her employment. The employee shall, if dismissed from such duty two (2) hours or more before the end of his/her assigned shift, report to work for the remainder of his/her shift. The employee shall submit to the City his/her jury or witness fee but shall be entitled to retain that portion which exceeds wages paid to him/her for that period or which represents compensation for travel and other expenses of court/jury duty.
 - C. The City shall provide Workers Compensation Insurance coverage for all employees. Any employee who sustains a compensable illness or injury arising out of and in the course of his/her employment with the City has the option to utilize accumulated vacation, sick, or compensatory time to receive up to 100% of his/her regular wage, when added to the weekly payment of Workers Compensation. An employee may also utilize sick leave during the waiting period but in no case shall an employee be allowed to "buy back" any portion of accruals previously utilized. The employee must notify the employer in writing of his/her intent to utilize accruals; otherwise, the time will be unpaid. It is the responsibility of the employee to continue paying his/her portion of benefits premiums during the duration of the Workers Compensation leave. This may be done by way of payroll deduction or by paying the City directly, in which case any pre-tax benefit would be lost. Failure of an employee to pay his/her portion of insurance premiums for more than 30 days may result in loss of coverage.
 - D. Sick leave benefits will not accrue and holidays will not be paid after thirty (30) days on Worker's Compensation leave, however, vacation leave will continue to accrue for a period of up to twelve (12) months or when a determination is made that an employee is not returning to work due to disability retirement, whichever occurs first.
 - E. The City may, at its discretion, grant unpaid administrative leave to employees for personal or family reasons or for other justifiable reasons. The grant or failure to grant requested administrative leave shall not be subject to the grievance provisions of this Agreement.
 - F. When a permanent employee is granted extended leave in order to perform active duty in the Armed Forces of the United States or any branch or unit thereof, a substitute may be employed until the return or separation of the incumbent. A substitute hired under these circumstances shall not attain permanent employee status and shall not be subject to the terms of this agreement unless he works 1900 hours. Upon return of the permanent employee, management has the right to discharge the temporary employee.

ARTICLE 23 - HEALTH INSURANCE

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

- E. The City offers employees the opportunity to voluntarily withhold pretax contributions from their regular weekly payroll check into a flexible medical spending account, under provisions, rules and regulations of Section 125 of the Internal Revenue Code, as amended. The City's annual deposit into each full-time employee's Section 125 account will be \$100.

ARTICLE 24 CLOTHING ALLOWANCE AND LICENSE

- A. If any employee is required to wear uniform, protective clothing or any type of protective device as a condition of employment, such uniforms, protective clothing or protective device shall be furnished to the employees by the employer subject to Maine OSHA standards. Tailoring, dry cleaning, and laundering shall be paid by the City. (See Appendix E).
- B. The City will reimburse bargaining unit members up to \$280 for the cost of required work clothing. Without exception, only the following items shall be reimbursable: ANSI approved safety toed boots, work gloves, work pants/jeans, winter work jackets, **socks** and clothing items subject to the labeling requirements of Appendix E. The employee must submit original receipts that are legible and that clearly detail the item(s) purchased and amount paid, or the purchase will not be reimbursed. Eligible reimbursable expenses will be those incurred during the fiscal year from July 1 through June 30. The employee must submit requests for reimbursement during the fiscal year in which the benefit is paid. Under no circumstances will employees be reimbursed for unsubstantiated purchases or purchases for which no receipt is provided. New hires will be eligible to receive a pro-rated portion of boot and glove allowance hereafter successful completion of their probation period.
- C. The City will provide a secure area to store tools when the employees are not at work. Each employee will provide the City with an updated inventory list of the tools stored in the secure area. In the event of loss of those tools, the City will replace them in accordance with current practice. Any inventoried tools stolen or lost due to fire while stored in the secure area will be replaced by the City. Equipment Technicians will be reimbursed for up to Five Hundred Dollars (\$500.00) for the purchase, maintenance and repair of their tools after submitting original receipts of purchase. Eligible reimbursable expenses will be those incurred during the fiscal year from July 1 through June 30. The employee must submit original receipts that are legible and clearly document the work tool(s) purchased, during the fiscal year in which the benefit is paid. Under no circumstances will employees be reimbursed for unsubstantiated purchases or purchases for which no receipt is provided. New employees in that classification shall receive a pro-rated allowance, at the end of their probationary period. The City agrees to provide proper tools to be used by Street Division employees in order for them to properly perform their assigned job tasks.
- D. The City will reimburse employees up to one hundred (\$100.00) dollars for the addition or maintenance of endorsements in connection with their duties in the Department. At the Director's discretion, the City also may reimburse up to one hundred (\$100.00) dollars annually for those who are required to obtain or maintain special licenses or

ARTICLE 26 - ALCOHOL & DRUG TESTING POLICY & PROCEDURES

- A. As required by the Omnibus Transportation Employee Testing Act of 1991, together with related regulations found at CFR 49, members of the department who are employed in safety sensitive positions requiring a Commercial Driver's License (CDL) shall be required to undergo periodic testing and evaluation to detect the presence of alcohol and drug abuse substances in the body. Affected employees may be required to undergo rehabilitative treatment in order to perform assigned duties, and to safeguard themselves, co-workers, and the public from the use and misuse of alcohol and drugs.
- B. The Director is authorized to promulgate an Alcohol and Drug Policy and Testing Procedures, consistent with the City's substance abuse policy.

ARTICLE 27 – MANAGEMENT/LABOR COMMITTEE TO IMPROVE SERVICE DELIVERY

- A. The City and the Union agree to study and implement an improved service delivery for road reconstruction and other related projects, as well as other general public works, parks, forestry and cemetery activities. However, the parties realize the difficulty of providing answers to all questions that might arise during the life of any collective bargaining agreement. Towards this end, the parties agree to utilize the labor/management committee process to deal with the unforeseen opportunities, events, details, and challenges to improving the services for our citizens.
- B. The parties agree to review any pilot programs and ideas which will improve the services for the citizens and which might ensure the retention of existing jobs, increase the efficiency of the operations and other ideas concerning the ability to meet customer demand.
- C. Effective upon execution of the June 2005-2008 agreement, the City and Union mutual agree to actively work to implement Career Ladder provisions through the Career Ladder Committee as outlined in Appendix **D** – Career Ladder Committee & Implementation.

ARTICLE 28 – ENTIRE AGREEMENT

The parties acknowledge that during negotiations which preceded this Agreement, each had the unlimited right, an opportunity to make demands and proposals with respect to any subject or matter, and the understandings and agreements arrived at by the parties after the exercise of that right are fully set forth in this Agreement. This Agreement concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and complete Agreement between the parties, provided that the past practices not in conflict with the provisions of this contract remain effective.

BARGAINING TEAMS

Union:

City:

Sylvia Hebert

Jerre Bryant

Matthew Kaplinger

Eric Dudley

Dan Matusko

Arty Ledoux

Ryan Mitchell

Daniel Wight

Approved by the Westbrook City Council on December 6, 2021 by Order No.2021-124.

Appendix A – Pay Scale July 1, 2023

| 7/1/2023 | 2% COLA | | | | | | | | |
|---------------------|-------------|---------------|----------------|----------------|----------------|-----------------|-----------------|-----------------|-----------------|
| | <u>Base</u> | <u>1 Year</u> | <u>3 Years</u> | <u>5 Years</u> | <u>8 Years</u> | <u>10 Years</u> | <u>12 Years</u> | <u>15 Years</u> | <u>18 Years</u> |
| Groundskeeper | \$19.64 | \$20.04 | \$20.44 | \$20.85 | \$21.26 | \$21.69 | \$22.12 | \$22.56 | \$23.01 |
| | | | | | | | | | |
| Syst Op II | \$22.93 | \$23.39 | \$23.86 | \$24.33 | \$24.82 | \$25.32 | \$25.82 | \$26.34 | \$26.87 |
| Syst Op III | \$24.68 | \$25.17 | \$25.68 | \$26.19 | \$26.71 | \$27.25 | \$27.79 | \$28.35 | \$28.91 |
| | | | | | | | | | |
| Equip Op I | \$20.95 | \$21.37 | \$21.80 | \$22.24 | \$22.68 | \$23.13 | \$23.60 | \$24.07 | \$24.55 |
| Equip Op II | \$22.93 | \$23.39 | \$23.86 | \$24.33 | \$24.82 | \$25.32 | \$25.82 | \$26.34 | \$26.87 |
| | | | | | | | | | |
| E.T/F.T. | \$23.59 | \$24.06 | \$24.54 | \$25.03 | \$25.53 | \$26.04 | \$26.56 | \$27.09 | \$27.63 |
| E.T. Leadperson* | \$25.29 | \$25.80 | \$26.31 | \$26.84 | \$27.38 | \$27.92 | \$28.48 | \$29.05 | \$29.63 |

Appendix A-1 Stipends

Pesticide/Herbicide Applicator Stipend

Effective July 1, 2018 thirty dollars (\$30.00) per day when engaged in spraying applications.

Licensed Applicators will follow all Federal, State, Local statutes, Maine Bureau of Labor Standards and Maine Board of Pesticides Control Regulations when engaged in spraying applications. Applicators will work with the Master Applicator to ensure proper notification; safety controls, proper storage and clean up SOP's are in place and followed. Applicators will maintain records as required by their license and work with the Master Applicator to file mandatory year end reports to the State. Management reserves the right to limit the amount of licensed applicators on staff at management's discretion.

The City agrees to pay \$0.50 per hour stipend to EO 1s who obtain and maintain a Class A License.

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APPENDIX B
(Revised 2/26/16)

NON-EMERGENCY OVERTIME PROCEDURE

1. The "Overtime Volunteer List by Classification" will be posted by a member of management every Monday afternoon at 12:30 pm for the following week, and the list for the current week will be taken down. In preparation for the Monday holidays, the eight (8) day Monday to Monday volunteer list will be posted the week prior.
2. Employees may sign up on the Overtime Volunteer List at any time during the week. Employees not at work may call in to the supervisor to have their name added to the volunteer list. Probationary employees shall be permitted to sign the Overtime Volunteer List. Probationary employees must be qualified to perform any overtime work they are offered.
3. The list will remain on the Union bulletin board for the entire week so that employees have access to the list. If additional volunteers are not communicated to the "on-call" supervisor, the additional volunteers will NOT be considered for overtime assignments. Employees adding their names to the list during the week are required to communicate in person to the on-call supervisor that they have done so. In a good faith effort, employees are expected to be available to work the overtime assignment and may not cross their name off of the list. In an emergency situation, volunteers may find their own replacement utilizing the following procedure once approved by management on a case by case basis: (1) unassigned employees on the volunteer list in classification by seniority, (2) employees not on the volunteer list. All replacements must be qualified. It is understood that volunteers sign up for a midnight to midnight obligation. For example, if an employee wants to work Friday morning sweeping overtime they would sign up under Friday on the volunteer sheet.
4. The Operations Supervisor will utilize this list first to properly staff all non-emergency overtime.
5. When an employee signs the volunteer list, that employee will do so by their classification. Note: The supervisor will not assign employees outside their classification unless all other appropriate classifications have been exhausted, and they are qualified. It is understood that overtime work will be assigned by seniority in classification. The Loader and sweeper are considered EO-I classification. However, in some cases management may assign and EO-II to operate a loader or sweeper where it deems necessary.
6. When an overtime opportunity becomes available, employees will be assigned by seniority in classification, and by the least qualified classification. Once an overtime assignment has been made and a more senior person volunteers on the same day after the fact, the senior person cannot bump the junior person from the assignment. In the event there are multiple overtime opportunities on/for a particular day(s), senior employees will have their choice of opportunity/shift and remaining tasks will be made using the same format. Following assignment, swapping of assignments is

APPENDIX C
(Revised 2/26/16)

FIRST RESPONSE TO WINTER OPERATIONS

This procedure is to identify the method in which the first four “call persons” will respond to a “call-in.” Both management and representation of labor have created this procedure with the intention that it is applied in a fair and equitable manner and that all parties are represented.

1. The winter season shall be considered to be the period of time starting on November 15th and ending on April 15th.
2. During the winter season, four-employees from the Equipment Operator I and Equipment Operator II positions will be considered the “on call” employees for first response to winter emergencies/conditions.
3. The on-call employees will be provided and required to carry pagers, and are required to respond immediately when called or paged. Any pager compensation shall be as specified for in the labor/management contract.
4. A weekly rotation system starting at 7:00 am of each Monday of, and throughout, the winter season will be adopted. In the event that a particular Monday is a holiday, the employee currently assigned the pager will continue the requirements and the rotation to the next employee will occur at 7:00 am the following Tuesday, or when the next assigned employee returns to work. The longest period of “on-call” duty, unless volunteered, will be fifteen (15) days.
5. The rotation system will be started with the most junior Equipment Operator I and Equipment Operator II employee each winter season. A combination of EO-I’s and EO-II’s will be assigned each week in a fair and equitable manner. The Union and Management will work together to develop the pager schedule.
6. A pre-assigned list will be generated and posted prior to the winter season indicating the names and dates of the assignments.
7. In the event that an assigned employee is absent on the day he/she is expected to take duty, the employee currently assigned the pager will continue until the assigned employee returns to work. The earliest the responsibility of the pager will be transferred to that employee is 7:00 am. However, if an employee currently on-call has been “forced” on-call for 15 days, the pager will be assigned to the person scheduled the following week in that page spot. When the absent employee returns to work, the pager will be re-assigned to the originally scheduled employee.
8. Volunteers shall mean any employee of this department, not already in a “pager carrying status,” wishing to accept the responsibilities and benefits of the on-call status.

APPENDIX D

CAREER LADDER

ELIGIBILITY

The following is a list of the minimum requirements for an employee to advance to the position of Equipment Operator II under the Career Ladder Program.

1. Employee must identify themselves as a candidate for the Career Ladder Program in writing to their Supervisor. A standard form will be developed for this purpose.
2. Employee must acquire a State of Maine Class "A" driver's license permit. Employee must then acquire a State of Maine Class "A" license prior to advancing to the position of Equipment Operator II. Training for the Class "A" drivers test will be a 50/50 split between the Public Services Department, and the employees' personal time off.
3. The employee must be physically qualified to fulfill the job requirements.
4. Employee must meet the minimum skill proficiency requirements for all pieces of designated equipment.
5. Employee must attend "Competent Person" training prior to advancing to Equipment Operator II.
6. Employee must pass all evaluations

EQUIPMENT & MINIMUM PROFICIENCY REQUIREMENTS

Following is a list of each piece of equipment and the minimum proficiency requirements an employee must meet in order to advance to the position of Equipment Operator II under the Career Ladder Program. A check-off form will be created and tailored for each piece of equipment.

** denotes skills that are not required for a promotion to EO II under the Career Ladder Program as the City and the Union recognize the availability of tasks associated with these skills are very limited throughout the year.

Back-hoe (if applicable)

1. General knowledge of the machine. Must be able to demonstrate safe, smooth, and basic operation and maintenance of the machine.
2. Operate the machine safely around personnel and other equipment.
3. Must be able to demonstrate safe operation of the machine on the road, i.e. point A to point B.
4. ** OJT as available

4. ** Must be able to plow snow safely and effectively independently, or in unison with other equipment. OJT when available
5. ** Must be able to operate the machine with the forks attachment safely and effectively around other personnel and equipment. OJT when available.

Bobcat

1. General knowledge of the machine. Must be able to demonstrate safe, smooth, and basic operation and maintenance of the machine.
2. Operate the machine safely around personnel and other equipment.
3. Must be able to load, unload, and transport machine safely and correctly.
4. ** Must be able to safely, and effectively operate attachments such as the cold planer, broom, etc. OJT as available

EVALUATION PROCESS

The following is a description of the evaluation processes an employee must go through in order to advance to the position of Equipment Operator II under the Career Ladder Program.

Promotional Evaluation: An employee who has identified him/herself as a candidate for promotion under the Career Ladder Program will be evaluated by the Career Ladder Promotional Committee. This may be done two ways, first the employee can be “checked off” as he/she completes the criteria for an individual piece of equipment, or “all at the same” time once the employee has identified him/herself as prepared for the promotion. The Career Ladder Promotion Committee will be comprised of a member from the Management/Supervisory group, a member of the crew, and an Equipment Operator II. Together the Committee members will decide if an employee has demonstrated all of the basic skills required for each piece of equipment, and recommendation to promote or not promote the employee will be given. If a decision of “not to promote” is made the Committee will sit down with the employee and explain all the areas of concern. When the employee is prepared he/she may request a re-evaluation at a later date. This committee will operate on a “consensus” type process. A standard form will be developed for this process. This process is independent, and not subject to the grievance process.

After Promotion 6 month Evaluation: Once an employee has been promoted to the position of Equipment Operator II under the Career Ladder Program, he/she will be given a 6 month evaluation for counseling and advice as it relates to their being promoted, and the equipment they are now required to operate. The evaluation will also include discussion about Equipment Operator II job specifications. This Evaluation Committee will be comprised of a member of the Management/Supervisory group, a Union official, and an Equipment Operator II. A standard form will be developed for this process. This process is independent, and not subject to the grievance process.

APPENDIX E

UNIFORM POLICY

1. All AFSCME unit employees will be required to wear uniforms to work every day in accordance with the guidelines of this policy (no opting out). Uniforms will be picked up and laundered weekly from the Public Services Garage by the City's approved vendor. Only rented uniforms will qualify for the laundering service. Employees will utilize the approved vendor to replace any damaged or destroyed rented uniforms. Employees will be required to launder their personally owned clothing. Employees will ensure that their personally owned clothing will be neat and presentable and not in disrepair when reporting for work. Employees reporting for work in their personally owned clothing that is not presentable, in disrepair, obscene, offensive or not within the guidelines of this policy will be asked by someone from the management team to change into policy approved clothing. Management will have the final say in what personal clothing is approved and as to whether or not personal clothing is considered not presentable or in disrepair. Employees not adhering to the guidelines of this policy may be subject to disciplinary action as described in the current labor agreement.
2. Standard issue in the Street Division for EO2's, EO1's will be (11) eleven shirts, (11) eleven pants and (2) two jackets.
3. Employees in the Wastewater Division will be issued (3) three sets of coveralls and the Technicians six (6) sets of coveralls (100% cotton) in addition to the (11) eleven standard issue uniform sets, and (2) two jackets. Technicians may also elect a Lab coat.
4. Standard issue shirt styles will consist of a combination of long sleeve button down shirts, short sleeve button down shirts, polo shirts in approved colors of navy blue, black, or gray. Employees may request 100% cotton work shirts
5. Pant styles will consist of standard issue navy blue Dickie type, cargo type, or blue jeans.
6. Employees will be allowed to wear shorts. Short styles will be navy blue Dickie type, or blue jean style. However, employees will not be allowed to wear shorts in circumstances where safety is at issue. For instance, cutting, burning, welding, or certain types of sewer work are examples where shorts would not be permitted. No "cut offs" will be permitted.
7. Employees are required to wear ANSI approved safety toed work boots as part of their everyday work uniform. Work boots must be serviceable and not in disrepair. If the steel portion of the boot is exposed to the elements due to wear and tear the employee will be required to replace the boots immediately. Employees will be asked to change into boots that are serviceable. If the employee cannot change into serviceable boots they will be directed to replace the boots prior to the next workday.
- 8.

7. Employees may purchase t-shirts and other approved garments from the Union's chosen vendor with the management approved screened logo. This will ensure consistency with purchased clothing regarding quality, color, and logo etc.