AGREEMENT BETWEEN THE

CITY OF SANFORD

AND

COUNCIL 93, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

July 1, 2015– June 30, 2018

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AGREEMENT

This Agreement is entered into this_____day of December 2015 by and between the City of Sanford, hereinafter referred to as "City" and Council No. 93, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

PREAMBLE

This Agreement has as its purpose the promotion of harmonious relations between the City and the Union; the establishment of a peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 - RECOGNITION

A. The City recognizes the Union as the sole and exclusive representative of its employees in the General Services Bargaining Unit for the following list of positions: Window Clerk-Police Department, Ambulance Billing Clerk, Assistant Clerk, Lead Assistant Clerk, Custodian, Administrative Assistant, Administrative Secretary-Support Services, Finance Assistant, Case Worker, Systems Administrator, Computer Programmer/Analyst Bookkeeper, Field Inspector, Assistant to Assessor, Airport Maintenance Supervisor, Park Supervisor, Garage Maintenance Supervisor, Recreation Coordinator, Building Maintenance Supervisor, Programmer, for the purpose of collective bargaining in accordance with the Maine Municipal Public Employees Labor Relations Act.

B. An employee shall serve an initial probationary period of six (6) calendar months. Before the expiration of the six (6) calendar month probationary period, the City shall evaluate the employee's performance. A copy of the evaluation shall be given to the employee who shall have an opportunity to respond in writing to the evaluation.

C. All employees shall have the right to join the Union, except as otherwise provided herein, or refrain from doing so. No employee shall be favored or discriminated against, either by the City or the Union, because of his/her membership or non-membership in the Union. The Union recognizes its responsibilities as bargaining agent and agrees to represent all employees in the Bargaining Unit, without discrimination, interference or coercion.

ARTICLE 2 - DUES CHECKOFF

A. The Union shall have the exclusive right to payroll deductions for employees included within the Bargaining Unit and subject to the following provisions:

1. The City agrees to deduct the Union's weekly membership dues and benefit premiums from the pay of those employees who individually request in writing that such deductions be made.

2. The written authorization for payroll deductions of Union membership shall be irrevocable during the term of this Agreement except that an employee may revoke the authorization, effective upon the expiration date of the Agreement, provided the employee notifies, in writing, the City and the Union at least thirty (30) calendar days, but not more than sixty (60) calendar days, prior to the expiration date of this Agreement.

3. The amounts to be deducted shall be certified to the City by Council 93, and the aggregate deductions of all employees shall be submitted together with an itemized statement to the Union by the tenth (l0th) day of the succeeding month, after such deductions are made.

4. The authorization for deduction of benefit fund contributions may be stopped at any time, provided the employees submits in writing, to the City and the Union, sixty (60) calendar day notice of such intent.

B. The Union shall indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as the result of the action taken or not taken by the City under the provisions of this Article.

ARTICLE 3 - UNION RIGHTS

A. Bulletin Boards

1. The City agrees to furnish and maintain suitable bulletin boards in convenient non-public places in each work area to be used by the Union.

2. The Union shall limit its posting of notices and bulletins to such bulletin boards and shall sanitize each board every thirty (30) calendar days to keep them neat and orderly.

3. Bulletin boards shall not be used for the posting of any material that may be construed to be demeaning or an embarrassment to any elected or appointed official, supervisor, or employee of the City.

B. Union Activities on City's Time and Premises

1. The Union shall provide to the City Manager, a current roster of all local Union officers and shall update the list as changes are made.

2. The City, upon notification, agrees that during working hours, on the City's premises, and without loss of pay providing it does not impair any hardship on the employer and is done within a period of time that does not infringe upon the employee's performance of the essential functions and responsibilities of their position, union representatives shall be granted reasonable time to:

1. Upon supervisor's approval; investigate complaints/grievances
2. Consult and attend meetings with management/City administration to include labor negotiations
3. Conduct phone and e-mail communication
4. Conduct other union duties

3. The steward and grievant or in the case of a class action two (2) members of the aggrieved class, may attend grievance and arbitration hearings without loss of pay. All other employees attending grievance or arbitration hearings shall be without pay. In addition, limited time off with pay shall be granted for negotiation meetings conducted with the City during normal business hours.

4. Union members elected as delegates to the AFSCME International Convention, Public Legislative Convention, Council 93 Convention, Maine State Labor Council Convention, AFSCME 93 Institute, or union employees elected to attend officer training, organization training, or other such training/organization sessions required to perform certain union duties shall be allowed leave without pay. This leave will be granted and shall not exceed ten (10) unpaid days per year for the entire bargaining unit. Attendance at such meetings will be scheduled as to not interfere with the work requirements of the City as determined by the City Manager.

C. Visits by Union Representatives

The City agrees that accredited representatives of the American Federation of State, County, and Municipal Employees, shall have access, upon request to the City Manager, to the premises of the City at any time during working hours to observe working conditions provided that management is notified in advance of arrival of such representative(s). A list of authorized Union representatives who may enter City premises shall be furnished by the Union in writing to the City Manager. Such representatives shall not interfere with the employee's work.

ARTICLE 4 - HOURS OF WORK

A. Regular Hours

Due to the variation in services provided by the City, hours per work week may vary among the Departments. The City will make a responsible effort to prevent work scheduling that will cause irregular hours of work.

1. Work Week

Each current employee's work week shall be maintained unless a fourteen (14) calendar day written notice is given to the employee and the Union stating a change. Each employee's schedule, however, may normally allow for two (2) consecutive days off.

2. Work Day

The regular hours of work each day shall be consecutive except they may be interrupted by a lunch break. Split shifts will, however, be allowed by mutual consent of the employee and supervisor. Those employees who currently work a straight shift uninterrupted by a duty free lunch period shall be allowed to continue this practice.

3. Work Shift

An employee's regularly scheduled hours of work within a twenty-four (24) hour period shall constitute the regular work day. The beginning of an employee's normal work shift shall be considered the start of the twenty-four (24) hour period.

4. Work Schedule

Work schedules showing the employee's shifts, work days, and hours shall be maintained in each Department by the Department Head. Except for emergency situations, work schedules may be changed only in accordance with section A.1. above. With the approval of the City Manager, department heads may in their discretion permit employees within the department to work flexible or irregular hours and schedules, subject to written confirmation, and if so the department head will treat all employees equitably. However, the department head is under no obligation to permit such "flextime" arrangements and shall always have the right to require employees to work the hours necessary to provide services to the public. Any concerns related to the equitable implementation of this Article, the Union shall address their concerns to the Human Resource Director.

B. Rest Periods

For each four (4) hours of scheduled work, an employee shall be provided up to a fifteen (15) minute rest break.

ARTICLE 5 - OVERTIME

A. Non-Exempt Employees

1. Time and one-half (l-l/2) shall be paid for all actual work performed over forty (40) hours in a seven (7) day work period. For purposes of this section, however, the term "hours worked" shall include hours actually worked and hours compensated as holiday base pay. The work period shall begin at 12:01 a.m. Sunday. An employee who is called in during a scheduled vacation shall be paid time and one half (1 ½) his/her hourly rate in addition to their vacation pay for all hours worked.

2. Overtime may be paid in wages or compensatory time provided the employee and the supervisor agree in advance of the employee performing the work whether the payment will be in time or wages. If the employee and the supervisor are unable to agree prior to work being performed and the employer determines the work needs to be completed; the payment will be in overtime wages.

3. No more than twenty-four (24) hours of compensatory time may accrue at any time. Employees must be paid in wages for all overtime after twenty-four (24) hours of compensatory time has accrued.

4. Employees shall submit requests for use of accrued compensatory time to their immediate non-bargaining unit supervisor. Use of accrued compensatory time shall be scheduled so as not to interfere with the work requirements of the City as determined by the Department Head or City Manager. If two or more employees request to use compensatory time for the same time period and all requests cannot be honored, seniority will determine whose request is granted.

B. Exempt Employees

Exempt employees shall not receive anyovertime.

ARTICLE 6 - VACATIONS

A. Regular full time employees will accrue vacation as follows:

Upon completion of:

1.	1 year of continuous service	2 weeks
2.	5 years of continuous service	3 weeks
3.	10 years of continuous service	4 weeks
4.	20 years of continuous service	5 weeks

After successfully completing his or her six-month probationary period, an employee may use one (1) week of the employee's two weeks of vacation time.

B. Under the foregoing paragraph, entitled to vacation shall be based on the anniversary date of the employee. Vacation time may not be used until accrued.

C. Upon separation from service, employees shall be paid for all accrued vacation time.

D. Employees may carry forward into the next anniversary year, up to one (1) week of vacation time, provided written permission to do so has been sought in writing from and granted in writing by the City Manager or his/her designee in the absence of the City Manager

E. Employees shall submit requests for vacation leave to their immediate non-bargaining unit supervisor. Employees may take 2 or more consecutive weeks of vacation at one time with a minimum of six weeks advance notice. Final approval of vacation shall be by the Department Head. Vacations shall be scheduled so as not to interfere with the work requirements of the City as determined by the Department Head. If two or more employees request vacation for the same time period and all vacation requests cannot be honored, seniority will determine whose request is granted.

F. Employees will have the opportunity once a year from January 1 to January 15th to submit requests to their immediate non-bargaining supervisor or Department Head to use vacation time from February 1 of that year to January 31st of the next year. Final approval of vacation shall be by the City Manager. Vacations shall be scheduled so as not to interfere with the work requirements of the City as determined by the City Manager. If two or more employees request vacation for the same time period and all vacation requests cannot be honored, seniority will determine whose request is granted. Vacation requests submitted at times other than during the above noted time will be on a first come first serve basis. Department Heads or the employee's immediate non-bargaining supervisor shall respond to vacation requests within two weeks of receiving the request. Once a vacation has been approved for an employee that approved leave cannot be denied to grant a vacation leave request made by amore senior co-worker.

G. If the City cannot schedule an employee for vacation during the year, the employee shall be paid for the vacation time notused.

H. Employees shall receive their regularly scheduled vacation pay prior to going on vacation on timely request of the non-bargaining unit supervisor.

I. If a holiday occurs during the employee's vacation, it shall not be charged as a vacation day.

J. For the purposes of this Article, one (1) week equals the employees normally scheduled work week during the seven day work cycle.

K. Vacations shall not accrue when an employee is collecting Income Protection or Worker's Compensation for thirty (30) or more calendar days.

ARTICLE 7 - HOLIDAYS

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

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

B. If any of the above holidays cease to continue to be holidays pursuant to Federal Congressional or State Legislative action, the holiday will stay in the contract until the Agreement expires recognizing that the City services will need to continue and employees may be asked to select another day or accept pay.

C. Eligible employees shall receive one day's pay for each of the days listed above on which they perform no work. Holidays occurring on a Saturday will be observed on Fridays and holidays occurring on a Sunday will be observed on Monday.

D. Employees shall be eligible for holiday pay only if they worked their last scheduled work day prior to the holiday and first regularly scheduled work day after the holiday unless absent because of personal illness or approved paid leave.

E. No employee shall be eligible for holiday pay until the completion of thirty (30) calendar days of work, however, this may be extended by days absent due to illness or injury.

F. All work performed on an observed holiday or work performed on a Sunday shall be paid at double time rates (two times base hourly rate) but said double time hours shall not be considered "hours worked" for overtime computation purposes. The double time rates for hours worked under this section shall be in addition to holiday base pay.

ARTICLE 8 - LEAVES OF ABSENCE

A. Sick Leave

1. Employees shall be eligible to accrue ninety-six (96) hours sick leave during each twelve (12) months of employment for non-service incurred illness or disability at the rate of eight hours per month. After accumulating a balance of two hundred forty (240) hours of sick leave, employees will be paid for one hundred percent (100%) of their unused year's sick leave balance in excess of 240 hours as of December 31, each year in January. At the time of retirement or at the end of employment with the City, the employee will be paid out in full for accumulated sick leave balance.

2. In the event of the death of an employee, unused accrued sick leave shall be paid to his/her designated beneficiary or estate upon his/her death.

3. An employee may use sick leave for medical appointments with time taken to be calculated on a full hour by full hour basis. The employee may accumulate twenty (20) hours of personal time per year not to be carried from year to year. Personal days may be used on a full hour by full hour basis.

4. Employees hired after February 1 or who leave the employ of the City prior to December 1, will have their sick leave pro-rated as to time worked.

5. Employees shall be permitted to use up to twelve (12) sick leave days to care for family members, whether or not they are in the same household. Family members shall be defined as spouse, significant other, parents, children, grandchildren or siblings.

6. Doctor's certification may be required for sick leave after using three (3) consecutive work days or more. If a doctor's certificate is required for personal or family sick leave usage, the certificate must be furnished to the City upon or prior to returning to work. Failure to notify the appropriate non-bargaining unit supervisor of the anticipated sick leave before beginning of the shift will mean the loss of pay for the day. Nothing in this section prohibits the City from requesting a doctor's certification as to sick leave usage anytime it suspects abuse of sick leave. The City will reimburse the employee for any charge made by the doctor for providing the written certification.

7. Employees will not accrue additional sick leave after they have been on Income Protection or Worker's Compensation for a period of thirty (30) calendar days. Employees will be able to use in hourly increments their accrued sick time to make up any difference in the amount of money received from Income Protection and their regular net pay, provided the total amount of sick time and Income Protection shall not exceed the employee's regular net pay.

8. No employee will be eligible for sick leave until the completion of thirty (30) calendar days however this time may be extended by days absent due to illness or injury.

9. Employees failing to give two (2) weeks notice of resignation or who do not otherwise leave the employment of the City in good standing, shall receive no compensation for accumulated sick leave due them at the time of the resignation or dismissal.

B. Bereavement Leave

1. In the event of death of an employee's, spouse, domestic partners, parents, children, the employee shall be granted up to five (5) working days of paid leave to attend the funeral. The employee shall be paid for the scheduled working hours missed. An employee shall be permitted to reserve one of the days to attend a spring burial; provided, however, that the employee must so notify the City at the time of the request for bereavement leave.

2. In the event of death of an employee's, father-in-law, mother-in-law, siblings, grandparents or grandchildren, the employee shall be granted up to three (3) working days of paid leave to attend the funeral. The employee shall be paid for the scheduled working hours missed. An employee shall be permitted to reserve one of the days to attend a spring burial; provided, however, that the employee must so notify the City at the time of the request for bereavement leave.

3. In the event of the death of a sister-in-law, brother-in-law, or any other relative living in the same household of the employee, the employee shall be granted up to one (1) day of paid leave to attend the funeral. The employee shall be paid for the scheduled working hours missed. An employee shall be permitted to reserve one of the days to attend a spring burial; provided, however, that the employee must so notify the City at the time of the request for bereavement leave.

4. Upon agreement between the City Manager and the Union, the immediate family may be redefined in specific cases.

5. No employee will be eligible for bereavement leave until the completion of thirty (30) calendar days of work, however, this time may be extended by days absent due to illness or injury.

C. Jury Duty Leave

Employees shall be paid the difference between any jury duty compensation that they receive as wages for each day of jury duty service provided proper presentation of an official statement of jury pay received is given to the City. Employees excused from jury duty service must report back to work within one (1) hour during their normal shift hours if Court is in York

County. If Court is out of York County, employees shall report back as soon as possible.

D. Court Appearance

Employees subpoenaed to appear before a Court on any matter related to their work in which they are not personally involved as a plaintiff or defendant, shall be paid the difference between any witness fees due and their regular pay for the days involved, otherwise such days shall be without pay.

E. Leaves of Absence Without Pay

A regular employee may be granted a leave of absence without pay by the City Manager. Such leave must be requested in writing stating the reason for such leave. Any employee while on leave of absence may not be employed elsewhere. If granted, the leave will be granted in writing. Such leave shall be for no longer than one hundred twenty (120) calendar days. The employee will return to work upon the expiration of the leave. Failure to return to work upon the expiration of the leave shall be deemed to be a resignation from City service. No benefits shall be paid or accrued during such leave. Employees may be denied a leave of absence if a suitable replacement is not available.

F. Any employee absent from work for twelve (12) months or longer (inclusive of FMLA) shall be deemed to have resigned his or her employment, unless such absence is due solely to a job related injury.

ARTICLE 9 - VACANCIES

A. For the purposes of this Agreement, seniority shall be defined as follows:

1. City seniority shall be total length of unbroken service as a regular employee with the City.

2. Bargaining unit seniority shall be total length of unbroken permanent service in the bargaining unit.

3. Job classification seniority shall be length of unbroken service in a specific job classification.

B. Vacancies

1. Vacancies including promotions and lateral transfers shall be made based upon ability, qualifications, and work record. Where the foregoing are equal, bargaining unit seniority will be considered.

2. Employees changing positions pursuant to Section B.1 above, shall serve a probationary period of up to thirty (30) days. Employees who do not successfully complete the probationary period shall be returned to their previous position. Employees may inform the City Manager and department head within thirty (30) days of a change of position that they wish to return to their former position, and if they so notify the City Manager and department head they shall be permitted to return to their former position with no break in service or loss of benefits.

C. Layoff

In the event it becomes necessary to lay off employees, for any reason, Employees shall be laid off in inverse order of seniority within a job Classification. Employees shall be given at least two (2) weeks written notice prior to the effective date of lay off.

The employee will first be offered any suitable vacant position in the bargaining unit. A vacant position shall be deemed to be "suitable" if it is in the same classification or is a position in the bargaining unit which the employee possesses the minimum recommended qualifications and requirements of work in accordance with the job descriptions. The employee shall take a suitable vacant position rather than bumping other employees.

If there are no vacant positions to which the employee can transfer, the employee shall bump the least senior employee by job classification seniority in their Job Classification in the bargaining unit.

If there is no options to bump within their classification then the employee may bump the least senior employee using City seniority in their respective group or in a group as listed below, in which he /she has previously successfully held the job title with the City, which the employee currently possesses the minimum recommended qualifications and requirements of working accordance with the job descriptions. In determining which positions the employee is qualified to perform, the City will accept the input from the employee and/or the Union regarding which positions should be considered for the affected employee. The City will utilize the minimum recommended qualifications and requirements of work listed in the job description when determining if the employee is qualified to bump into a new position.

Clerical Group:
Lead Assistant Clerk
Assistant Clerk
Window Clerk

Maintenance Group:
Airport Maintenance Supervisor
Park Supervisor
Garage Maintenance Supervisor
Building Maintenance Supervisor
Custodian
Field Inspector

Administrative Group:
Administrative Assistants
Administrative Secretary –Support Services
Financial Assistant
Ambulance Billing Clerk
Assistant to Assessor

Computer Group:
Computer Programmer/Analyst
Programmer
System Administrator

Coordinator Group:
Recreation Coordinator

General Assistance Group:
Case worker

Employees may opt to accept lay-off at any point in the bumping process rather than exercising their bumping rights.

Employees will be given one opportunity to exercise their bumping rights, if they are found to be incapable of preforming their new job satisfactorily within sixty days, they shall be laid-off.

Notwithstanding other provisions of this Section, the elimination of a position may result in not more than two bumps.

D. Recall

Employees on layoff shall be on a recall list for eighteen (18) months. Employees will be recalled to work within the unit in inverse order of layoff. Employees will be recalled to the most currently held positions or to a position in the unit which they are currently qualified or meet the minimum recommended qualifications and requirements of work in accordance with the job descriptions. It shall be the responsibility of the employee to keep the Human Resource's office informed of his/her latest address so offers of recall can be made by certified mail, return receipt requested, and the City shall have no obligation under this paragraph other than to mail the notice of recall to the last address the City has on file for the employee. If the employee cannot return to work on the day requested or within 14 calendar day of notice or if the certified letter is returned to the City undelivered, the employee forfeits all further recall rights.

When employees who accept a job that was not their former job are found to be incapable of preforming their new job satisfactorily within sixty (60) days, they will be placed on recall for the balance of their recall period.

ARTICLE 10 - INSURANCE

A. Effective July 1, 2015- January 31, 2016 the City of Sanford employees will continue to have the option of the MMEHT POS (point of service) Health Plan C or MMEHT POS Health Plan A. Employees have the option to select the Maine Municipal Employees Health Trust Traditional Plan A with the provision that those employees who wish to continue, pay the total difference in premium between the MMEHT Point of Service and the MMEHT Traditional Plan A in addition to the contractual amount of premium contribution.

B. **Effective February 1, 2016**; The City shall provide employees with the MMEHT POS-200 (Point of Service) health insurance plan. The City will further provide a Health Reimbursement Account (HRA), 100% contributions by the City, to limit out of pocket expenses to the Employees. Said HRA benefit will be paid first for all qualifying expenses, prior to the Employee incurring qualifying costs. The HRA benefit will be administered through a Third Party Administrator (TPA) and made available through a benefits debit card. The benefit shall be:

1. February 1, 2016: HRA equal to 50% *MOP for employee's enrolled plan coverage
2. January 1, 2017: HRA equal to 60% *MOP for employee's enrolled plan coverage
3. January 1, 2018: HRA equal to 60% *MOP for employee's enrolled plan coverage

**Employee's Enrolled Plan Coverage is defined as Employee, Dependent, or Family Plan.

MOP (Maximum Out Of Pocket) is defined as Deductible and Coinsurance only, not subject to pending out of pocket on co-pays under the Affordable Care Act.

City employees will also have the option to select the Maine Municipal Employees Health Trust POS C plan, with the provision that those employees, who wish to continue with the POS C plan, pay the total difference in premium between the MMEHT POS-200 and the MMEHT POS-C, in addition to the contractual amount of premium contribution. There will be no HRA benefit with the POS C plan. Employees will have the benefit of once a year on January 1st of changing their election to either the POS-200 plan or the POS-C plan.

1. Upon ratification of this bargaining agreement, employees, who subscribe to the City's health insurance program, through payroll deduction, shall contribute to the employee, family or dependent premium, whichever is applicable, 20% of the total cost of the premium for the POS C plan until January 31st, 2016.

2. Effective February 1, 2016 the employee contribution will remain 20% for the POS 200 plan.

3. For purposes of this Agreement, "family coverage" shall mean coverage for the employee and spouse and/or any dependent children. "Dependent coverage" shall mean coverage for the employee with one or more dependent children with no spouse. To be eligible to participate in the employee, family or dependent health and hospital plan, employees must sign an authorization form which will allow the City to withhold wages through weekly payroll deduction to collect the employee's contribution towards employee, family and dependent premium increases. Employees will have the choice of making such contributions on a pre-tax basis (free from federal and state taxes and FICA contributions) under the provisions of Section 125 of the Internal Revenue Service Code or after tax basis.

4. The City will, in no case, pay for a subscription level to which an employee is not entitled by virtue of the number of people s/he may insure.

5. New employees shall be eligible for medical insurance coverage on the first business day of the month following the first full month of service with the City.

C. Effective February 1, 2016; Any full-time employee of the bargaining unit, who does not choose to participate in the City's health insurance program, shall receive a stipend equivalent to 30% of the annual cost of the premium of the Single Plan under POS-200. Any person taking the stipend must annually provide proof of insurance as a requirement of MMEHT. (For calendar year 2016 this would equal $2,635.09.) An employee covered under this agreement who is currently covered by a City of Sanford's health insurance plan under a different bargaining agreement or Personnel Policy is not eligible to receive this stipend. Stipends will be paid annually no later than the last pay period each year in January. For calendar year 2016, the stipend will be paid in February 2016 upon implementation of the POS 200 plan. Prior stipends paid between July 1, 2015 – January 31, 2016 will be deducted from the February 2016 payment. Employees hired after January 1st each year which opt not to enroll in the City's health insurance plan will receive a pro-rated stipend during their first calendar year of employment calculated on the month in which the employee would become eligible to receive coverage.

The City reserves the right to obtain from another source health and major medical benefits and claims service which are equal to or better than the current plan. The City reserves the right to retain a consultant to advise it regarding health insurance and to go to bid for health insurance. The City will provide the union with 30 days prior notice of any proposed change.

B. Workers' Compensation

Employees who have been injured while on the job shall not lose any wages for the date of the injury. Such pay will not extend beyond the normally scheduled work shift, exclusive of overtime. Such time lost will not be charged to sick leave. After a period of thirty (30) calendar days on Workers' Compensation, an employee shall not earn holidays, vacation days, or sick leave but will continue to accrue seniority. An employee may elect to use any accumulated days to make up the difference between his/her regular weekly salary, however, any compensation shall not exceed the normal weekly net wages.

C. General Liability Insurance

The City shall furnish liability insurance coverage with liability limits of $10,000 to each person.

D. Income Protection Insurance

Effective July 1, 2012; all employees in the bargaining unit, shall contribute $1.50 per week towards the cost of the Income Protection Insurance Plan. Effective July 1, 2016 the employee's contribution shall be $1.75 per week. Effective July 1, 2017 the employee's contribution shall be $2.00 per week. The City shall continue to pay the balance of the cost of the group Income Protection Insurance Plan as provided for all employees covered by this agreement through the Maine Municipal Association.

ARTICLE 11 - POSTING

Bargaining unit job openings for regular positions shall be posted on the City Hall bulletin board for a period of seven (7) calendar days prior to outside advertisement. At the time of the posting, copies of said postings will be forwarded to the Departments and the President of the Local Union. If the City receives applications from one or more existing employees within the bargaining unit, the City agrees to review and consider all such applications before reviewing or considering any application from a person who is not a current employee within the bargaining unit. Bargaining unit applicants will be granted an interview. If the City determines that none of the employees within the bargaining unit who applied is qualified for the position, the City will inform the applicants and may then fill the vacancy at the discretion of the City Manager or his/her designee.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

A. It shall be the prerogative of the City to administer discipline according to the severity of the violation or infraction, however, the severity of the discipline shall not be arbitrary or capricious. Measures of discipline may include:

1. Warning
2. Verbal reprimand
3. Written reprimand
4. Suspension and/or other disciplinary action
5. Discharge

Prior warnings and verbal reprimands will not be considered in progressive discipline actions for the same offense if the warning or verbal reprimand occurred at least 18 months prior to the new offense.

B. The City must have just cause to discipline an employee, and it shall be done in a manner that will not embarrass the employee before other employees or the public. Further, employees shall not engage in conduct which will embarrass the City, its officials or other employees.

C. The specific reasons for any discharge of an employee shall be reduced to writing and mailed or delivered to the Union and the employee within four (4) calendar days, excluding holidays, after the discharge.

D. If the Union or the employee considers that the discharge is without cause, it/s/he shall notify the City Manager of such within seven (7) calendar days, excluding holidays, in accordance with the grievance procedure provided herein and may initiate a grievance at step 3 of the procedure.

ARTICLE 13 - PART-TIME EMPLOYMENT

A. A part-time regular employee is an employee regularly scheduled to work less than thirty-five (35) hours per week year round.

B. A part-time regular employee shall be eligible for the following fringe benefits:

1. Vacation
2. Holidays
3. Sick Leave
4. Bereavement Leave - The employee shall be paid only for work days/hours that are normally part of their schedule and according to bereavement schedule in Article 8, section B.
5. MainePERS enrollment for part time employees who work at least 15 hours per week.

C. Accrual of benefits shall be on the same basis as a full time employee except the number of hours accumulated shall be in proportion to the time worked. In no event, shall a part-time employee be paid more for a vacation day or sick leave day than they are normally scheduled to work that day. If the employee does not work the same number of hours each day, the hours accumulated shall be based on the average number of hours scheduled during the seven day work period.

D. Regular part-time employees are eligible for Maine State Retirement. Employees hired after January 1, 1987, may voluntarily participate in Maine State Retirement provided the job requires work of more than fifteen (15) hours per week and an accumulation of at least 720 hours work in a 12 consecutive month period. Regular part-time employees shall continue to be eligible for Maine State Retirement pursuant to their Rules and Regulations.

ARTICLE 14 - WORK RULES

A. Existing City of Sanford Work Rules and Regulations will be updated no later than sixty (60) calendar days after the signing of this Agreement to remove or clarify any conflicts with this Agreement.

B. The City agrees to furnish the Union and each employee with a copy of all existing Work Rules and Regulations of the City within sixty (60) calendar days after the signing of this Agreement. New employees shall be provided with a copy of all rules at the time of hire.

C. When existing work rules are changed or new rules are established, they shall be distributed to the affected employees fourteen (14) calendar days before becoming effective and mailed to the

Union in writing fourteen (14) calendar days prior to the date they become effective. The time limits may be waived by mutual agreement.

D. Employees shall comply with all existing Work Rules and Regulations that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

E. Any unresolved complaint as to whether any work rule violates the specific terms of this Agreement, or any complaint involving failure to uniformly apply and enforce such rules, may be resolved through the grievance procedure.

ARTICLE 15 - UNIFORMS

A. The City will provide required uniforms for the following employee classifications:

1. Assistant Director of Highways and Sanitation
2. Garage Maintenance Supervisor
3. Parks Supervisor
4. Airport Maintenance Supervisor
5. Custodians
6. Building Maintenance Supervisor
7. Recreation Coordinator

The City will provide all other bargaining unit employees with 1 Polo shirt each year in July with the City insigne.

B. The City agrees to give an allowance of $275 per year for each employee to purchase uniforms from a City selected vendor that shall consist of the following options - pants (winter and/or summer at the employee's option), cargo knee length shorts (not denim) for custodians and maintenance, shirts, T-shirts, jackets/parkas, Carharts, for employees covered by this Agreement. That allowance may also be used to purchase any additional clothing options which need to be consistent with the City of Sanford uniforms, i.e., chamois shirt, polo shirts, sweatshirts.

C. Employees have the option to purchase additional City uniforms at their own expense.

D. Employees who use their own personal hand tools in the performance of their duties for the City, shall be reimbursed up to one hundred fifty ($150.00) dollars annually for tool allowance.

E. Employees eligible for the tool allowance shall be:

1. Garage Maintenance Supervisor
2. Airport Maintenance Supervisor
3. Park Supervisor
4. Custodian
5. Building Maintenance Supervisor

F. If any additional employees are required by the City to wear a uniform, it shall be provided by the City.

G. Boots - The City shall pay directly to vendor for each member of the bargaining unit, listed below, up to $200 per year for "safety toed" footwear purchased from vendors to be selected by City.

1. Assistant Director of Highways and Sanitation
2. Garage Maintenance Supervisor
3. Airport Maintenance Supervisor
4. Parks Supervisor
5. Custodian
6. Building Maintenance Supervisor

ARTICLE 16 - EDUCATIONAL REIMBURSEMENT

In order to encourage the professional development of employees the City agrees to reimburse employees as follows:

A. Employees who have completed the probationary period are eligible to enroll in college or university credit courses from an accredited institution, including an accredited community college.

B. All requests for course approval must be submitted in writing by the employee to their immediate non-bargaining unit supervisor and must be approved by the Department Head and the City Manager or his/her designee prior to enrolling in the course.

C. No course may interfere with the employee's work schedule.

D. All courses for which reimbursement is requested must be consistent with the employee's job description, duties and responsibilities.

E. Upon successful completion of the course, the employee shall submit an official document and proof of payment for the course and books in order to be reimbursed. Successful completion of the course shall mean at least a "C" or better in undergraduate course work and at least a "B" or

better in graduate course work and proof of attendance by the employee at 75% of the class session, unless otherwise excused by the City.

F. No employee shall be eligible to be reimbursed more than eight (8) credit hours or 3 courses in any fiscal year. Employees shall be eligible to be reimbursed for books only if the books are not otherwise available.

G. Beneficiaries of the Article agree to remain in the employ of the City for a minimum of six (6) months after receiving reimbursement from the City. However, the employee may be released from this obligation by financial reimbursement to the City for all monies received under this Article.

H. Reimbursement will not be made to any employee in excess of the per credit hour cost of the University of Southern Maine.

ARTICLE 17 - NO STRIKE CLAUSE

Pursuant to 26 M.R.S.A. Section 965(c) and in consideration of the rights of all employees covered by this Agreement, AFSCME for itself and all its members, hereby states that no work stoppage, slowdown, strike, or blacklisting of the City for the purpose of preventing it from filling employee vacancies shall take place within the life of this Agreement. If any work stoppage, slowdown or strike should take place, the authorized representative of Council No. 93, AFSCME, will immediately notify such member that such action is illegal and unauthorized. Any employee participating in said activity shall be subject to immediate dismissal by the City without any rights to any of the benefits provided for under this Agreement. The City agrees there will be no lockouts during the term of this Agreement.

ARTICLE 18 - MANAGEMENTS RIGHTS

The City retains all rights and authority to manage and direct its employees, except as otherwise specifically prohibited by this Agreement.

ARTICLE 19 - SUB-CONTRACTING

The City agrees to provide notice and engage the Union in cooperative discussions upon the consideration of sub-contracting that might reasonably cause future lay-offs or reduce regular hours on a continuing basis to permanent employees in the Bargaining Unit. If the City makes a determination to sub-contract that could cause lay-offs or reduce regular hours on a continuing basis to permanent employees in the Bargaining Unit, the City agrees to notify the Union and its representatives of the Union at least thirty (30) calendar days in advance of issuance of such contract. It is further agreed that the City will meet with the Union and its representatives of the Union to negotiate the impact of the prospective contract within said thirty (30) calendar day notice.

ARTICLE 20 - GRIEVANCE PROCEDURE

A. Any dispute which may arise between the parties concerning the application or meaning of the specific terms of the Agreement shall be settled in the following manner:

1. Step 1 - Non-Bargaining Unit Supervisor

The aggrieved employee, in the case of an individual grievance or not more than two (2) aggrieved employees representing a group, with or without the Union Steward, shall verbally take up the grievance with their immediate supervisor within ten (10) business days of the date of the grievance or the employee's first reasonable knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond verbally to the employee and/or the Union Steward within ten (10) business days.

2. Step 2 - Department Head

If the grievance is not settled at Step 1, the Union Steward or not more than two (2) aggrieved employees representing a group, shall present the grievance in writing to the proper department head within ten (10) business days of the date of when the step 1 reply was rendered or due. The department head shall meet with the aggrieved and/or Union Steward and shall respond to the aggrieved and/or Union Steward in writing within ten (10) business days of such meeting.

3. Step 3 - City Manager

If a grievance is not settled at step 2, the Union Steward or not more than two (2) aggrieved employees representing a group, shall present the grievance in writing to the City Manager within ten (10) business days of the date when the step 2 reply was rendered or due. The City Manager shall meet with the aggrieved and/or Union Steward and shall respond to the aggrieved and/or Union Steward in writing within ten (10) business days of such meeting.

4. Step 4 - City Council

If the grievance is not settled at step 3, the aggrieved and/or the Union by written notice may request a hearing with the City Council and/or their designated representative(s). Such written notice must contain an appeal which is responsive to the answer received at step 3. The hearing is to be scheduled within fourteen (14) business days from the receipt of the notice. The City Council shall respond to the Union and/or aggrieved employee(s) in writing within fifteen (15) business days after the hearing. The Union Steward and the aggrieved employee or not more than two (2) aggrieved employees representing a group may attend the hearing.

B. Arbitration

1. Within ten (10) business days of receipt of the step 4 answer or if no answer is received, the Union shall notify the City of items with which it intends to proceed to arbitration. At the same time, it will suggest the name(s) of acceptable arbitrator(s). Within seven (7) business days of receipt of such request, the City shall either agree to the name(s) suggested, or reject all the name(s) and suggest alternate name(s). The parties may agree on a single arbitrator or on a tripartite arbitration panel, with each party naming a representative arbitrator and the two representatives selecting a third neutral arbitrator. Within seven (7) business days of receipt of the City's acceptance, rejection or alternate name(s), the Union will either contact the City to make arrangements to contact the mutually agreed upon arbitrator or contact the Maine Board of Arbitration and Conciliation for selection of an arbitration panel in accordance with the its procedures. Failure of either party to respond to the other or to request a time extension shall mean any and/or all of the names suggested by the opposite party are acceptable. At any time in this step, the parties may mutually agree to utilize the services of the American Arbitration Association to hear the grievance.

2. The decision of the arbitrator(s) shall be final and binding on the parties. The arbitrator shall have no power or jurisdiction to add to, alter, or subtract from the express terms of this Agreement, and shall be confined to applying the terms of this agreement to the specific facts of the case presented. The arbitrator shall be without authority or power to make any decision that is in violation of law or expands the terms of this Agreement.

3. The expenses for the arbitration services and/or proceedings shall be borne equally by the City and the Union. Each party shall be responsible for compensating its own representatives and witnesses and any other expenses involved attributed to one party or the other. If the American Arbitration Association is used, the AAA fees shall be split evenly between the parties.

C. Miscellaneous

1. The time limits for processing grievances may be extended by mutual agreement of the parties in writing.

2. Any grievance not initiated or processed in accordance with the procedures herein, shall be deemed waived.

3. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

4. Nothing in this Article shall diminish the right of any employee covered hereunder to present his/her own grievance as set forth in 26 M.R.S.A. Section 967(2). Any employee who selects to represent himself/herself, in so doing shall not set a precedent for any future grievances brought forth by the Union.

5. Each grievance must contain the name of the grievant, the date of occurrence, the current date, the supervisor responsible for the infraction, the articles of the contract violated and the remedy sought, along with a brief statement of the grievance.

6. A grievance shall be initiated at the lowest level at which a remedy can be granted.

ARTICLE 21 - JOB CLASSIFICATION

Each job classification shall be covered by a written job description. Job descriptions shall be furnished to the Union within a ninety (90) calendar day period after the signing of this Agreement. Management has and reserves the right to make the revisions in such job descriptions it deems necessary upon furnishing a copy of any revised job description in writing to the Union. The Union may on behalf of an employee or group of employees submit a request for a classification or allocation review when in good faith, the Union can make a reasonable case the job has taken on substantial or significant changes sufficient to warrant a compelling argument that the job change raises a reasonable and fair question as to the appropriate classification of the position. The City will consider the request in good faith but the final decision remains that of the City. However, the Union may request to negotiate the impact of any significant changes made by the City.

ARTICLE 22 - RETIREMENT/PENSION BENEFITS

The City agrees to continue to participate in the Maine State Retirement System, and the Social Security programs. As of July 1, 1995, the City is now in the Consolidated Plan of the Maine State Retirement System. Effective July 1, 2002 the City adopted the necessary changes to implement COLA Benefits (cost of living adjustments) for all regular, full time employees enrolled in Maine State Retirement System. The COLA benefit will be calculated using future service only, i.e., for service earned after July 1, 2002. There will not be any COLA benefit for service credit prior to July 1, 2002

Those employees who do not participate in Maine State Retirement System shall be afforded the opportunity to participate in an ICMA contribution retirement plan. The City will not contribute to the ICMA retirement plan, except that the City agrees to contribute one thousand five hundred dollars ($1,500) annually to the ICMA plan for any employee who is ineligible or opts not to participate in the Maine State Retirement System but is eligible to participate and elects to participate in the ICMA plan.

ARTICLE 23 - WAGES

1. Employees in their first six (6) months of employment with the City of Sanford shall be paid at the new hire rate.

After six (6) months of employment the employee shall be paid at the regular rate.

2 A. Employees who are assigned to a higher bargaining unit classification for at least twelve (12) work days when due to absence of approved vacation should be paid at the higher rate of pay within the Unit. If the work assigned is from outside of the Unit, the rate shall be that of the higher rate but not to exceed a 20% increase above the assigned employee's rate of pay. Once the employee has worked in the higher classification as assigned for twelve (12) days, the employee would be reimbursed retroactively for the difference between the two pay rates for the first twelve days, and would be paid at the higher rate as long as he or she is assigned work in the position.

2 B. Employees who are assigned to a higher bargaining unit classification for at least six (6) work days when due to absences caused by leaves or vacancies should be paid at the higher rate of pay within the Unit. If the work assigned is from outside of the Unit, the rate shall be the higher rate but not to exceed a 20% increase above the assigned employee's rate of pay. Once the employee has worked in the higher classification as assigned for six (6) days, the employee would be reimbursed retroactively for the difference between the two pay rates for the first six days, and would be paid at the higher rate as long as he or she is assigned work in the position.

3. With regard to the Airport Maintenance Supervisor and the Custodians, any employee called into work outside his regularly scheduled work day, shall be guaranteed at least three (3) hours of work or in lieu thereof, pay equal to three (3) times his hourly rate, at overtime.

4. The wage rates for employees during the term of the Agreement shall be as follows:

NON-EXEMPT EMPLOYEES

***20 Year Step Effective 2/1/2016 For Non-Exempt and Exempt Employees**

July 1, 2015 to June 30, 2016 (2% Increase)								
Pay Grade	Hire Rate	Market Rate (6 Months)	2 Years	5 Years	7 Years	10 Years	15 Years	20 Years
2	$14.38	$14.85	$15.54	$16.01	$16.49	$17.01	$17.48	$17.83
3	$15.26	$15.71	$16.50	$17.01	$17.48	$18.00	$18.56	$18.94
4	$16.17	$16.67	$17.48	$18.01	$18.56	$19.11	$19.68	$20.07
5	$17.14	$17.66	$18.54	$19.10	$19.67	$20.26	$20.86	$21.28
6	$18.22	$18.76	$19.67	$20.24	$20.86	$21.48	$22.12	$22.57
7	$19.29	$19.86	$20.86	$21.60	$22.12	$22.79	$23.49	$23.96

July 1, 2016 to June 30, 2017 (2% Increase)								
Pay Grade	Hire Rate	Market Rate (6 Months)	2 Years	5 Years	7 Years	10 Years	15 Years	20 Years
2	$14.67	$15.15	$15.86	$16.33	$16.82	$17.35	$17.83	$18.19
3	$15.56	$16.02	$16.83	$17.35	$17.83	$18.36	$18.94	$19.31
4	$16.49	$17.00	$17.83	$18.37	$18.94	$19.50	$20.07	$20.47
5	$17.48	$18.01	$18.91	$19.49	$20.06	$20.66	$21.28	$21.70
6	$18.58	$19.13	$20.06	$20.64	$21.28	$21.91	$22.57	$23.02
7	$19.67	$20.26	$21.28	$22.04	$22.57	$23.24	$23.96	$24.44

July 1, 2017 to June 30, 2018 (2% Increase)								
Pay Grade	Hire Rate	Market Rate (6 Months)	2 Years	5 Years	7 Years	10 Years	15 Years	20 Years
2	$14.96	$15.45	$16.17	$16.66	$17.16	$17.70	$18.19	$18.55
3	$15.88	$16.34	$17.17	$17.70	$18.19	$18.73	$19.31	$19.70
4	$16.82	$17.34	$18.19	$18.74	$19.31	$19.89	$20.47	$20.88
5	$17.83	$18.37	$19.29	$19.88	$20.46	$21.08	$21.70	$22.14
6	$18.95	$19.52	$20.46	$21.05	$21.70	$22.35	$23.02	$23.48
7	$20.07	$20.66	$21.70	$22.48	$23.02	$23.71	$24.44	$24.93

EXEMPT EMPLOYEES

July 1, 2015 to June 30, 2016
(2% Increase)

Pay Grade	Hire Rate	Market Rate (6 Months)	2 Years	5 Years	7 Years	10 Years	15 Years	20 Years
3	$692.60	$749.17	$786.82	$810.40	$834.71	$859.75	$885.55	$903.26
4	$747.12	$808.39	$848.51	$873.98	$900.19	$927.19	$955.04	$974.14
5	$822.69	$872.57	$916.40	$943.88	$972.22	$1,001.40	$1,031.43	$1,052.06
6	$839.29	$907.49	$953.04	$981.65	$1,011.11	$1,041.41	$1,072.67	$1,094.13
7	$871.12	$942.31	$989.22	$1,081.89	$1,049.47	$1,080.96	$1,113.39	$1,135.66

July 1, 2016 to June 30, 2017
(2% Increase)

Pay Grade	Hire Rate	Market Rate (6 Months)	2 Years	5 Years	7 Years	10 Years	15 Years	20 Years
3	$706.45	$764.15	$802.55	$826.61	$851.40	$876.94	$903.26	$921.33
4	$762.06	$824.56	$865.48	$891.46	$918.19	$945.73	$974.14	$993.62
5	$839.15	$890.02	$934.73	$962.75	$991.67	$1,021.42	$1,052.06	$1,073.10
6	$856.07	$925.64	$972.10	$1,001.28	$1,031.33	$1,062.24	$1,094.13	$1,116.01
7	$888.54	$961.15	$1,009.00	$1,039.27	$1,070.46	$1,102.57	$1,135.66	$1,158.37

July 1, 2017 to June 30, 2018
(2% Increase)

Pay Grade	Hire Rate	Market Rate (6 Months)	2 Years	5 Years	7 Years	10 Years	15 Years	20 Years
3	$720.58	$779.44	$818.61	$843.14	$868.43	$894.48	$921.33	$939.76
4	$777.30	$841.05	$882.79	$909.29	$936.56	$964.65	$993.62	$1,013.49
5	$855.93	$907.82	$953.42	$982.01	$1,011.50	$1,041.85	$1,073.10	$1,094.56
6	$873.19	$944.16	$991.54	$1,021.31	$1,051.95	$1,083.48	$1,116.01	$1,138.33
7	$906.31	$980.38	$1,029.18	$1,060.05	$1,091.87	$1,124.63	$1,158.37	$1,181.53

****Annual Stipend on the first pay period of each fiscal year payable to:**

Park Supervisor (Master Applicators License) $1,500.00

Airport Maintenance Supervisor (Applicators License) $750.00

****Effective July 1, 2015, Assistant Clerks Reclassified: Grade 2 Non- Exempt to Grade 3 Non-Exempt.**

****Effective July 1, 2015, Lead Assistant Clerk Reclassified: Grade 3 Non-Exempt to Grade 3 Exempt.**

ARTICLE 24 - DURATION

A. This Agreement shall be effective July 1, 2015, and shall continue in effect until June 30, 2018. This Agreement shall expire on the date indicated and shall not be continued, except as provided by statute.

B. If any provision of this Agreement shall be contrary to any law, such invalidity shall not affect the remaining provisions. By request of either party, the parties shall enter negotiations to amend or replace the affected provision.

C. During the term of this Agreement, neither party shall be required to negotiate with respect to any issue whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

COUNCIL 93, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

Elizabeth O'Connor

Nancy Lebrun

Brian Desrochers

Tracy Levangie

Sylvia Hebert AFSCME Representative

CITY OF SANFORD, MAINE

Steven Buck, City Manager

Tom Cote, CityMayor