# AGREEMENT BETWEEN THE CITY OF SANFORD AND SANFORD UNIT, LOCAL 481 COUNCIL NO. 93 AMERICAN FEDERATIONS OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

July 1, 2018 - June 30, 2021

# TABLE OF CONTENTS


| NUMBER OF ARTICLE NUMBER | NAMEOF ARTICLE | PAGE |
|---|---|---|
| 1 | Recognition | 3 |
| 2 | Payroll Deductions | 3 |
| 3 | Work Time | 4 |
| 4 | Vacations | 5 |
| 5 | Holidays | 7 |
| 6 | Leaves of Absence | 8 |
| 7 | Insurance | 10 |
| 8 | Permanent Vacancies | 13 |
| 9 | Posting | 13 |
| 10 | Discipline Procedure | 14 |
| 11 | Union Rights | 14 |
| 12 | Safety Committee | 15 |
| 13 | Work Rules | 15 |
| 14 | Uniforms and Tools | 16 |
| 15 | Operation of City Equipment | 17 |
| 16 | Training Program | 17 |
| 17 | No Strike Clause | 17 |
| 18 | Management Rights | 18 |
| 19 | Sub-Contracting | 18 |
| 20 | Grievance Procedure | 19 |
| 21 | Job Classification | 21 |
| 22 | Distribution of Overtime | 22 |
| 23 | Wages | 22 |
| 24 | Retirement/ Pension Benefits | 25 |
| 25 | Termination | 26 |

This Agreement entered into this 25th day of September 2018 by and Between the City of Sanford, hereinafter referred to as "City" and Sanford Unit, Local 481, Council No. 93, AFSCME, AFL-CIO, hereinafter referred to as the "Union."

## ARTICLE I - RECOGNITION

A. The City hereby recognizes the Union as the sole and exclusive bargaining agent for a unit consisting of permanent employees in the Bureau of Highways and Sanitation as defined below including the following classification of employees who are eligible for representation in the unit:

1. Laborer 1
2. Highway Custodian
3. Mechanic Helper
4. Transfer Station Attendant
5. Airport Maintenance Worker
6. Laborer 2
7. Equipment Operator 1
8. Equipment Operator 2
9. Equipment Operator 3
10. Equipment Operator 4
11. Mechanic 1
12. Mechanic 2
13. Tractor Trailer Driver
14. Transfer Station Foreman
15. Working Foreman

B. Probationary Period - An employee shall serve an initial probationary period of six (6) months. Before the expiration of the first six (6) months 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.

## ARTICLE 2- PAYROLL DEDUCTIONS

A. Union Dues

The City shall deduct dues and AFSCME benefit premium deductions as part of those dues from each paycheck upon receipt of a signed authorization from employees and a certified statement from the Treasurer of Council No. 93 as to the amount for dues. Dues deductions shall be mailed to the AFSCME Council 93 Augusta Maine office any benefit premiums deductions shall be mailed to the provider of the benefit, AFSCME will provide the address. Any present or future employee who is not a member of Council No. 93, Local 481-01 and who does not make application for membership may voluntarily sign a payroll deduction authorization form to pay to the Council each month a service charge as a contribution toward the administration of this Agreement in an amount equal to regular monthly dues. Members must maintain their membership in Council No. 93, Local 481 during the term of this Agreement provided they may resign

such membership during a thirty (30) day window period immediately prior to the expiration of this Agreement by giving written notice to the City and the Council. The City shall remit the aggregate dues deductions of all employees together with an itemized statement, to the Treasurer of Council No. 93, AFSCME, in Augusta, Maine by the 10th of each month succeeding the month in which deductions were made. The Council shall indemnify and save the City harmless against all claims and suits which may arise by the reason of any action taken in making deductions and remitting the same to Council No. 93 pursuant to this section.

B. Payroll Deductions

All paychecks of employees covered by this Agreement shall be accompanied with an itemized payroll deduction stub. The City may rectify, but not necessarily pay, the same pay day, payroll errors which are brought to the City's immediate attention.

## ARTICLE 3-WORK TIME

A. Work Week

1. Highway Division - The work week shall consist of five (5) eight or four (4) ten hour consecutive days, Monday through Friday.

2. Sanitation Division - The transfer station work week for employees shall consist of a minimum of forty (40) regularly scheduled hours each week. The City may, at its sole discretion, adjust the schedule after consultation with the union.

3. Mechanics Division - The work week shall consist of five (5) consecutive eight (8) or four (4) ten (10) hour days, Monday through Friday.

4. Parks Division - The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday.

5. Airport Division - The work week shall consist of five (5) eight or four (4) ten hour consecutive days, Monday through Friday.

*Employees hired in the Highway or Mechanic Divisions prior to 7/1/2015 shall remain on the ten (10) hour consecutive day schedule.

B. Work Day

For each of the divisions below, the work day will be as follows: (The work schedule may be changed during emergencies, snow removal or street sweeping operations)

1. Highway Division –Ten (10) or Eight (8) consecutive hours of work between the hours of 6:30 and 4:30 p.m. shall constitute the regular working day.

2. Sanitation Division

a. Transfer Station Employees – A minimum of forty (40) regularly scheduled hours each week, with daily hours to be scheduled consecutively.

b. Tractor Trailer Driver - A minimum of forty (40) regularly scheduled hours each week, with daily hours to be scheduled consecutively.

3. Mechanics Division - Ten (10) or Eight (8) consecutive hours between the hours of 6:30 am and 4:30 p.m. shall constitute the regular working day.

4. Parks Division - Eight (8) hours between the hours of 7:00 a.m. and 3:30 p.m. shall constitute the regular working day.

5. Airport Division - The work week shall consist of five (5) eight or four (4) ten hour consecutive days, Monday through Friday.

C. Hours of Work

For the Highway, Mechanics and Sanitation divisions the regular hours of work each day shall be consecutive except for the interruptions of meal periods which shall be for a period of (15) minutes in which the persons are to have their lunches at the job site and the time will be determined by the Director of Public Works or designee. Hand cleaner and wiping material will be available at the job site.

Remove

E. Coffee Break or Rest Period

All employees' work schedules shall provide for a fifteen (15) minute coffee break or rest period during the morning hours.

F. Emergency Work

Employees are required to accept emergency work as required by the City. If less than the total number of permanent employees is required for emergency work, employees with the least seniority are required to work if employees with greater seniority decline or are not available. — See Overtime- Article 22

G. Clean-Up

1. Employees shall be granted a five-minute personal clean-up time prior to the end of each work shift, both at noon and at night

2. Work schedules shall be arranged so employees may take advantage of this provision; the City shall make the required facilities available at the City Garage.

## ARTICLE 4- VACATIONS

A. Vacation Schedule

Upon completion of:

| | | |
|---|---|---|
| 1. | 1 year of continuous service | 80 hours |
| 2. | 5 years of continuous service | 120 hours |
| 3. | 10 years of continuous service | 160 hours |
| 4. | 20 years of continuous service | 200 hours |

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.

2. No vacation may be taken until it has been earned. An employee must work six months before taking any vacation, i.e., during the second anniversary year of employment vacation earned during the first year of employment may be used; during the third year of employment, vacation earned during the second year of employment may be used, and so on during the term of employment.

3. Under the foregoing paragraphs, entitlement to vacations shall be based on the anniversary date of the employee. Vacations must be taken within the anniversary year when it is due, that is, vacation time cannot be accumulated except that employees may carry over 40 hours of vacation time from the previous year.

4. Permanent employees who are separated or retire from City service who have accrued vacation to their credit at the time of separation or retirement shall be paid the salary equivalent of their accrued vacation time.

B. Vacation List

Employees may request their preferred time for vacation by making such request to the City on or before May 1st of each year. Vacations shall be scheduled by the City so as not to interfere with work flow requirements as determined by the City. Employees shall be permitted to use vacation in hour by hour increments and shall be scheduled by the City so as not to interfere with work flow requirements as determined by the City. Subject to the foregoing, seniority of employees will be the basis for scheduling vacations prior to May 1. After May 1, no employee can exercise his/her seniority rights to vacation over a less senior employee. The City agrees to post the vacation list by January 1st of each year.

C. Vacation Pay

Employees shall not be required to work during their scheduled vacation.

The annual vacation accrual for an employee who has exhausted his/her FMLA benefits for a serious health condition[m1] (as defined by FMLA) will be prorated upon his/her return to work. An employee will not be eligible to accrue vacation pay beyond the twelve (12) week FMLA benefit until he/she returns to work full-time.

## ARTICLE 5 - HOLIDAYS

A. Recognized Days

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

| | | |
|---|---|---|
| New Year's Day | Independence Day | Christmas Day |
| Martin Luther King | Day Labor Day | Employee's Birthday** |
| Washington's Birthday | Columbus Day | Patriot's Day |
| Veteran's Day | Memorial Day | Thanksgiving Day |

2. Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above fall on an unscheduled work day for any employee, the holiday shall be observed on the nearest scheduled work day of that pay week When the calendar date of a holiday falls on a Saturday, employees who are normally scheduled to work on Saturday, shall have the calendar date off for the holiday rather than the observed date and the employee will receive holiday pay for the calendar date only.

3.** Employees Birthday can be used as a floating holiday that may be taken throughout the year with 30 days' notice by employee to the Public Works Director and with prior approval of the Public Works Director.

B. Eligibility Requirement

1. Employees shall be eligible for holiday pay under the following conditions:

a. The employees would have been scheduled to work on such day if it had not been observed as a holiday.

b. The employee worked the last scheduled workday prior to the holiday and the first scheduled workday after the holiday, unless he is excused by the City or is absent for any reasonable purpose. Reasonable purpose shall include illness and/or injury covered by Workers Compensation. . An employee will not be eligible to receive holiday pay beyond the twelve (12) week FMLA benefit until he/she returns to work.

2. If a holiday falls within an employees' scheduled vacation, it is counted as a holiday instead of a vacation day. The employee shall have the right to select the time to take his/her adjusted vacation day off during the year, the date to be mutually agreed to between the employee and the City.

3. Vacant

4. Employees who have established seniority, but who are in inactive status due to layoff that commenced less than thirty (30) work days prior to the week in which the holiday occurs, shall receive pay for such holiday.

5. No employee shall be eligible for holiday pay until completion of thirty (30) thirty calendar days. However, if employees are absent during these thirty (30) calendar days, this time period shall be extended equal to the number of work days absent. Such extension shall be work rather than calendar days.

## ARTICLE 6- LEAVES OF ABSENCE

A. Sick Leave

1. Any employee unable to perform the duties of his employment, due to illness or injury, shall receive sick leave with pay.

2. In the event of sickness in the employee's family that requires the personal care of the employee, the employee shall be granted sick leave with pay chargeable against his sick leave. Family members shall be defined as spouse, domestic partner, parents, children, grandchildren or siblings.

3. Employees shall be paid up to a maximum of one hundred (100) hours of sick leave during each 12 month period of employment. The employee may accumulate twenty (20) hours of personal leave per year not to be carried over from year to year** Employees may be permitted to use sick and personal leave in full hour increments. The City will pay the employees through the first one hundred (100) hours their wages in full. The Income Protection Plan will provide coverage up to and including 365 days in accordance with the City's plan. All employees shall be paid for sick leave based on one hundred (100) hours accumulation each twelve (12) months.

4. Employees shall call in sick at least thirty (30) minutes before the beginning of the work shift in order to receive sick pay, unless extenuating circumstances are present. Doctor's certificate and/or eligibility to return to work form supplied by the City may be required for sick leave of three (3) consecutive day's duration or more except that the Employer may request a doctor's certification anytime there is suspected abuse of sick leave. All light duty or restricted duty certifications must state the Doctors best judgment the kind of duties the employee may perform and the likely date by which normal duties can be resumed. If a doctor's certificate is required for personal or family sick leave usage, the certificate must be furnished to the City within five (5) working days of the last date of sick leave usage. Failure to notify the Director of the Bureau of Highways and Sanitation, foreman, clerks of department of illness will mean loss of sick leave.

a. Any costs charged by physicians for completing this certificate shall be paid by the City.

5. No employee shall be eligible for sick leave until completion of thirty (30) calendar days. However, if employees are absent during these thirty (30) days, this time period shall be extended to the number of work days absent such extension shall be work rather than calendar days.

B. Leaves of Absence without Pay

FMLA qualifying leave shall be governed by the State of Maine and Federal FMLA policy. A permanent employee may be granted a non-FMLA leave of of absence without pay by the City Manager or designee when approved in writing by the City; for a period deemed necessary by the employee for the purpose of leave, but not in excess of thirty (30) calendar days. The employee is expected to return to work upon expiration of a granted leave or to have arranged an extension of the leave prior to its expiration. Failure on the part of the employee to return to work on the expiration date of the granted leave without having arranged for an extension of leave may be deemed a resignation from the City service.

C. Bereavement Leave

1. Immediate Family is defined as: Spouse, domestic partners, parents, step-parent, children, step-children, and siblings.

2. In the event of death in an employee's immediate Family, the employee shall be granted up to (5) five consecutive calendar days of paid leave to handle funeral arrangements and attend the funeral.

3. In the event of death of an employee's grandparents, grandchildren, father, mother, sister or brother in-law, the employee shall be granted up to (3) three consecutive calendar days of paid leave.

4. In the event of death of an employee's aunt, uncle, niece, nephew, or cousin the employee shall be granted (1) one calendar day of paid leave.

5. The employee shall be paid for scheduled working hours missed only. An employee shall be permitted to reserve (1) one of the bereavement days of leave to attend a spring burial, provided the employee notifies the City at the time of the original request for bereavement leave. Bereavement leave shall begin on the date requested by the employee.

D. Jury Duty

1. Employees shall be granted a leave of absence with pay anytime they are required to report for jury duty or jury service.

2. Employees shall be paid the difference between any jury duty compensation that they receive as wages and benefits for each day of jury service provided proper presentation of an official statement of jury pay received is given to the City. Employees excused from jury duty must report back to work during their normal shift hours.

E. Court Appearance

Employees required to appear before the Court on any matter related to their work in which they are not personally involved as plaintiff or defendant shall be paid the difference, if any between the Court's compensation and the wages and benefits for each day of service.

## ARTICLE 7-INSURANCE

A. Subject to the availability of such plans from the MMEHT, the City shall provide employees with the MMEHT POS-200 (Point of Service) health insurance plan or its' equivalent. 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. January 1, 2019: HRA equal to 70% *MOP for employee's enrolled plan coverage
2. January 1, 2020: HRA equal to 70% *MOP for employee's enrolled plan coverage
3. January 1, 2021: HRA equal to 70% *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 200 plan.

2. 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.

3. 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.

4. 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.

B. 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 2018 this would equal $3,303.07.) 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 in January 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.

C. Upon ratification of this agreement; all employees in the bargaining unit, shall contribute $2.00 per week towards the cost of Income Protection Insurance Plan. The City shall continue to pay the balance of the cost of the group Income Protection Plan as provided for all employees covered by this agreement through Maine Municipal Association.

An employee receiving Income Protection benefits while on FMLA qualifying leave may

elect to use any accumulated and accrued sick, compensatory or vacation hours to make up the difference between his/her regular weekly salary; any compensation shall not exceed the normal weekly net wages.

An employee receiving Income Protection benefits while not on a FMLA qualifying leave must use his/her accumulated and accrued sick, compensatory or vacation hours to make up the difference between his/her regular weekly salary; any compensation shall not exceed the normal weekly net wages. This requirement includes employees working a reduced schedule while receiving Income Protection benefits.

D. Worker's Compensation

In the event an employee is paid or awarded any weekly compensation under the provision of the Workers Compensation Act, then the amount that might otherwise be allowed such employee under the provisions of these rules shall be reduced by the amount so paid, or awarded under the Worker's Compensation Act In any such, case, the total amount paid to the employee involved shall not exceed the weekly salary rate to which the said employee is then entitled and seniority in employment shall continue to accumulate.

Employees who have been injured while on the job may qualify for Worker's Compensation benefits. Such leave may also qualify for and be designated as FMLA leave. 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 or vacation days but will continue to accrue seniority.

An employee receiving Worker's Compensation benefits while on FMLA qualifying leave may elect to use any accumulated and accrued sick, compensatory or vacation hours to make up the difference between his/her regular weekly salary; any compensation shall not exceed the normal weekly net wages.

An employee receiving Worker's Compensation benefits while not on a FMLA qualifying leave must use his/her accumulated and accrued sick, compensatory or vacation hours to make up the difference between his/her regular weekly salary; any compensation shall not exceed the normal weekly net wages. This requirement includes employees working a reduced schedule while receiving Worker's Compensation benefits.

## ARTICLE 8 - PERMANENT VACANCIES

A. A seniority list shall be established listing all employees covered by this Agreement with the employee with the greatest seniority listed first. Seniority shall be based on the employees most recent date of hire. However, seniority credit will be given for broken service in a bargaining unit position as long as time served outside the bargaining unit is with the Department. Time out of the bargaining unit shall not accrue for the purpose of seniority.

B. Where qualification and abilities are substantially equal, seniority shall prevail in matters pertaining to promotion, transfer, work shift, reduction in force, recall and vacation preferences, subject to the grievance procedure. If qualified and certified, provided certification is a job requirement, in-house applicants will be given the first opportunity to fill permanent vacancies. The selection process shall be grievable by an employee however, in the case of non-selection, an employee must show that the selection process was violated or that the selection was made in an arbitrary or capricious manner. Qualifications and abilities shall be measured relative to the job under consideration. All employees promoted to a higher paying position shall serve a probationary period of sixty (60) calendar days. If the employee does not successfully complete probationary period, s/he shall be returned to his/her former position.

C. If a regular employee is absent from work and the City determines their position should be filled on a temporary basis, regular bargaining unit employees will be given the first opportunity to temporarily fill the position, if in the judgment of the City, the employee is qualified to perform the work and/or operate the equipment associated with the temporary vacancy. If there are no volunteers (selected on a seniority basis, the most senior employee who volunteers will be selected) assignments to temporary vacancies that do not require training, (i.e. rubbish truck, laboring) will be made in inverse order of seniority within divisions. A temporary vacancy will be filled by personnel within their division first The Bureau Director shall then determine that if an employee who does volunteer for any position on a temporary basis, other than his/her own division, that his/her absence from his/her regular position will not interfere with the work flow requirements as determined by the City, then the employee is eligible at that time for the temporary assignment.

## ARTICLE 9 - POSTING

Bargaining Unit job openings for regular positions shall be posted on the bulletin board of the divisions of the public works department for a period of seven (7) business days. Postings shall include when relevant and available: title, pay scale range, hours of work, normal and/or present work location, person to whom application is to be made, job description (or place where one is available) and closing date for applications. At the time of posting, copies of said postings will be forwarded to the Department and the President of the Local Union. At the end of this

period, if the job has not been filled, it may be filled at the discretion of the City Manager or his/her designee.

## ARTICLE 10- DISCIPLINE PROCEDURE

A. Disciplinary action or measure shall be administered according to:
1. Verbal reprimand
2. Written reprimand
3. Up to five (5) working days suspension (notice given in writing)
4. Other disciplinary action short of discharge

B. If the City has reasons to reprimand an employee, 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. No employee shall be discharged except for just cause. The specific reasons for the discharge shall be reduced to writing and mailed or delivered to the Union and the employee within two (2) regularly scheduled work days.

D. If the Union or the Employee considers the discharge is without cause, it/she/he shall notify the City within fifteen (15) calendar days and the matter shall be referred to Step 3 of the grievance procedure.

## ARTICLE 11 - UNION RIGHTS

A. Bulletin Board

1. The City agrees to furnish and maintain suitable bulletin boards in convenient 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.

B. Union Activities on City's Time and Premises

1. The City, upon notification, agrees that during working hours, on the City's premises, and without loss of pay, Union representatives shall be allowed to:
   A. Distribute Union literature
   B. Post Union notices
   C. Solicit Union membership during other employee's nonworking time
   D. Attend negotiating meetings

E. Transmit communications authorized by the local Union officers and other Union representatives concerning the enforcement of any provisions of this Agreement except as provided in Article 21.

C. Visits by Union Representatives

The City agrees that accredited representatives of the American Federation of State, County and Municipal Employees, shall have full access to the premises of the City at any time during working hours to conduct Union business provided that management is notified in advance upon 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 Director of Public Works. Such representative(s) shall not interfere with the employee's work.

## ARTICLE 12- SAFETY COMMITTEE

The City agrees to recognize two (2) members of the Sanford Unit of Local No. 481 and two (2) members representing the Bureau of Highways and Sanitation for membership on a Safety Committee. The committee members shall be appointed to a one (1) year term by the parties they represent of the Committee.

The Committee will formulate safety policies to be recommended to the Director of Public Works. Should meetings of the Safety committee be held on non-work hours, no demands for pay of any kind shall be made upon the City by the Union Safety Committee members.

## ARTICLE 13-WORK RULES

A. The City agrees to furnish the Union and each employee with a copy of all existing work rules and regulations of the Bureau of Sanitation thirty (30) days after the signing of this Agreement. New employees shall be provided with a copy of all rules at the time of hire.

B. When existing work rules are changed or new rules are established, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive work days before becoming effective and furnished to the Union, with a copy sent to the business agent.

C. Employees shall comply with all existing work rules and regulations of the Bureau of Highways and Sanitation that are not in conflict with the terms of this agreement, provided the rules are uniformly applied and uniformly enforced.

D. 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 14- UNIFORMS AND TOOLS

A. Uniforms

1. The City agrees to give an allowance of $400.00 per year for the employee to provide-purchase uniforms from a City selected vendor that shall consist of the following options - pants (winter and/or summer at the employee's option), shirts, T-shirts, jackets/parkas carhartts, 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 le: chamois shirt, polo shirts, and sweat shirts. In addition, 8 sets of overalls shall be provided to mechanics, transfer station, and sanitation division employees. These items shall be furnished to employees who have completed the probationary period.

2. These uniforms shall be purchased by the City and distributed to the employees on an annual basis. Employees must wear the uniforms that are provided by the City. It shall be the employee's responsibility to clean and maintain the uniforms in a presentable condition.

3. The City shall provide each mechanic with a rental set of 8 coveralls with laundry service. If an employee leaves the service of the City, the employee shall turn in all coveralls.

4. Boots - the City shall pay directly to vendor for each member of the bargaining unit up to two hundred seventy five dollars ($275) per year for OSHA approved safety shoes or boots, boot care products and/or additional uniform products purchased from vendors to be selected by the City.

5. These items shall be furnished to employees who have completed the probationary period.

6. Uniforms will be ordered by October 1st of each year. Public Works Employees shall be given ample opportunity to consult with the Public Works Department on the selection of the uniforms.

B. Protective Clothing or Device

If any employee is required to wear protective clothing or any type of protective device as a condition of employment, such protective clothing or protective device shall be furnished to the employee by the City. The cost of maintaining the clothing in proper condition (laundering) shall be paid by the City.

C. Tool Allowance

The City shall reimburse garage mechanics or pay directly to vendor up to eight hundred and fifty dollars ($850) per year for tools upon presentation of a receipt

indicating what was purchased as well as the item purchased. These items shall be furnished to employees who have completed the probationary period.

## ARTICLE 15- OPERATION OF CITY EQUIPMENT

Management will not operate City equipment unless they are training employees or under conditions which arise that require the operation of equipment with no qualified operator available due to sick leave, vacations, emergency work, paid leave or unpaid leave as determined by the Bureau Director or for any other valid reason.

## ARTICLE 16 - TRAINING PROGRAM and ACADEMIC REIMBURSEMENT

The City of Sanford agrees that it will provide training programs for these employees of the Bureau of Highways and Sanitation as required and will make equipment available for the purpose of such training except on Saturday, Sundays, and holidays and when the equipment is required for operations.

In order to encourage the development of employees the City agrees to pay the cost of college courses and other optional training and education subject to the following restrictions:

- Employees who have completed their initial probationary period are entitled to request in writing reimbursement for tuition for educational courses either for on-site college or university credit or non-credit courses from an accredited institution.
- All requests must be approved in writing in advance of commencement of the course by the appropriate Department Head and City Manager and are subject to budget restrictions.
- The cost of the course or training must be available in the respective Department budget.
- All training and educational courses must be consistent with the employee's job description, duties and responsibilities and when possible should be taken during non-working hours.
- The City may pay the cost of tuition which shall not exceed the tuition rate charged by the University of Southern Maine for an undergraduate course. If the employee does not achieve a grade of B or better or does not complete the course he/she shall reimburse the City in full for all tuition, fees and book costs. In non-graded training the employee must receive proof of satisfactory completion.

## ARTICLE 17-NO STRIKE CLAUSE

Pursuant to 26 M.R.S.A. 964 (C) and in consideration of the rights of all employees covered by this Agreement, Local 481, AFSCME for itself and all its members, hereby state 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 members that such action is illegal and unauthorized. Any employee participating in said activity shall be subject to immediate dismissal by the City of Sanford without any right 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 - MANAGEMENT RIGHTS

A. Nothing in this Agreement shall be construed as delegating the authority conferred by law on the City, or in any way abridging or reducing such authority.

B. This Agreement shall be construed as requiring the City to follow its provisions in the exercise of the authority conferred upon the City by law.

It is recognized by way of illustration and not by way of limitation that such management rights and authority include, but are not limited to, the right and authority to exercise control and discretion over the organization and the efficiency of the operations of the Public Works Bargaining departments, including the right to assign work and overtime, to hire, evaluate, promote, train, assign and schedule employees in positions with the Department; to take disciplinary action against employees pursuant to the process and procedures set forth in this Agreement; to determine the composition and size of the work force; to subcontract services and operation as permitted under this Agreement; to determine the means by which operations are to be conducted; to establish or abolish job positions and classifications; to establish, implement and maintain effective safety, health and property protection measures; and to take necessary action(s) to carry out the mission of the Department in cases of emergency.

If any conflict arises with articles within the collective bargaining agreement, the collective bargaining agreement prevails.

## ARTICLE 19- SUB-CONTRACTING

A. The City agrees to notify the Union and its representatives of Council No. 93, AFSCME, at least thirty (30) days in advance of issuance of any contract which could cause lay-offs or reduce hours on a continuing basis to permanent employees in the Bureau of Highways and Sanitation. It is further agreed that the City will meet with the Union and its representatives of Council No. 93, AFSCME, to discuss the prospective contract within the said thirty (30) day notice.

B. The City further agrees that it will enter negotiations relative to the impact of any contracting out as it may apply to any employee(s).

## ARTICLE 20-GRIEVANCE PROCEDURE

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

B. Upon mutual agreement, when extenuating circumstances exist, the deadlines below may be modified.

1. Step I

The aggrieved employee, in the case of an individual grievance or not more than two aggrieved employees representing a group, with or without the Union Steward (not to exceed two (2)) shall first initiate a meeting with their immediate supervisor/bureau director to discuss his/her concerns within thirty (30) business days of the alleged infraction. The supervisor/bureau director must meet within ten (10) business days with the aggrieved. If an aggrieved person is not satisfied with the outcome of the informal process, he/she shall present his/her claim as a formal grievance within ten (10) business days to the union grievance review committee. The committee shall then have ten (10) business days in which to complete their review. If the grievance is found to have merit, with or without the union steward(s) (not to exceed two (2)) and the aggrieved shall present in writing the grievance within ten (10) business days to the bureau director._The Director of the Bureau shall attempt to adjust the matter and shall respond in writing to the employee(s) within ten (10) business days.

2. Step 2

If the grievance is not settled at Step I, the aggrieved employee, in the case of an individual grievance or not more than two aggrieved employees representing a group, with or without the Union Steward (not to exceed two (2)), shall present the grievance in writing to the Director of Public Works within ten (10) business days of the date of the reply when Step I was rendered or due. The Director of Public Works shall meet with the aggrieved with or without the Union Steward(s) (not to exceed (2)) within ten (10) business days and shall respond to the aggrieved and/or Union Steward in writing within ten (10) business days of such meeting.

3. Step 3

If the grievance is not settled at Step 2, the aggrieved employee, in the case of an individual grievance or not more than two aggrieved employees representing a group, with or without the Union Steward (not to exceed two (2)), shall present the grievance in writing to the City Manager within ten (10) business days of the date of when the Step 2 reply was rendered or due. The City Manager shall meet with the aggrieved with or without the Union Steward(s) (not to exceed (2)) within ten (10) business days and shall respond to the aggrieved and/or Union Steward in writing within ten (10) business days of such meeting.

4. Step 4

If the grievance is not settled at Step 3, the aggrieved and 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 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 (s) (not to exceed two (2) may attend the hearing. The City Council shall respond to the Union and/or aggrieved employee(s) in writing within fifteen (15) business days after 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 agree to the name(s) suggested, reject all the names or suggest alternate name(s). 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 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. Any time in this step, the parties may mutually agree to utilize the services of American Arbitration Association to hear the grievance.

2. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall be without authority or power to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement.

3. Any 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.

4. If either party requests that a transcript be made of an arbitration hearing, such transcript shall constitute the only official record of the hearing. The party causing such transcript to be made shall pay the costs involved and furnish the arbitrator with a copy. If the opposite party requests a copy of the transcript, it shall pay the costs to have such transcript made.

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 here under to present their own grievance as set forth in 26 M.R.S.A. section 962(2)(a). Any employee who selects to represent himself/herself, must sign a waiver of representation.

5. Each grievance must contain the name of the grievant, the date of Occurrence, the current date, the supervisor responsible for the infraction (to the extent known), the articles of the contract violated (to the extent known at each level), and the remedy sought along with a brief statement of the grievance. This section of the Agreement is for the sole purpose of providing information necessary to resolve grievances in a timely and informative manner and is not intended to require an appeal responsive to the previous answer until such time as the grievance reaches Step 4 (City Council Level) of the procedure. The Union agrees it will supply the information requested in this section to the extent know at each level of the appeal.

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

## ARTICLE 21- JOB CLASSIFICATION

A. Each job classification shall be covered by a written job description. Job descriptions shall be furnished to the Union within a ninety (90) day period after the signing of this Agreement. Revisions in such job descriptions shall only be for reasonably significant changes in duties, skills or use and type of equipment and shall be posted on the Union Bulletin Board prior to becoming effective. Appendix A includes an itemized list of equipment required/utilized by each job classification.

B. In the event any changes are made as outlined above, the City and the Union will enter negotiations for the purpose of establishing a proper wage scale for the classification.

C. A labor/management committee will meet to review job descriptions. If the committee cannot reach consensus on any revisions the language in sub sections A and B of this article shall prevail.

## ARTICLE 22- DISTRIBUTION OF OVERTIME

In non-emergency situations overtime will first be offered to all full time qualified employees who are available on a volunteer basis. Employees will be called by rotating order within divisions by job classification for which overtime is necessary. Personnel needed outside of that division shall be called by seniority within the unit each time. If no volunteer is available, or those available refuse, overtime may be mandatory on a rotating basis among those employees who are available. Available shall mean the employer need only attempt one contact either by phone or in person.

Every employee will be required to work overtime in emergency situations as determined by the Public Works Director or designee. Employees will be called in rotating order within divisions by job classification for which overtime is necessary. Personnel needed outside their division shall be called by seniority within the unit each time.

## ARTICLE 23 – WAGES

1. Effective July 1, 2018 through June 30, 2021 employees covered by this Agreement shall be paid an hourly base rate based upon the following classification schedule (2.5% increase July 1, 2018 – June 30, 2019; 3% increase July 1, 2019 – June 30, 2020; 3% increase July 1, 2020 – June 30, 2021)

2. Effective July 1, 2018 – June 30, 2019 the following pay scale shall apply.

| Classification | Probationary | 6 Months and Over |
|---|---|---|
| Laborer 1 | $14.20 | $15.33 |
| Custodian | $14.74 | $16.01 |
| Mechanic Helper | $16.59 | $17.98 |
| Trans. Station Attendant Laborer 2; Equipment Operator 1 and 2 | $17.66 | $19.13 |
| Equipment Operator 3; Airport Maintenance Worker; Mechanic 1 and 2; Tractor Trailer Driver | $18.87 | $20.37 |
| Equipment Operator 4 | $20.46 | $22.06 |
| Transfer Station Foreman | $21.19 | $22.82 |
| Working Foreman | $21.19 | $22.82 |

3. Effective July 1, 2019 – June 30, 2020 the following pay scale shall apply.

| Classification | Probationary | 6 Months and Over |
|---|---|---|
| Laborer 1 | $14.62 | $15.78 |
| Custodian | $15.18 | $16.49 |
| Mechanic Helper | $17.08 | $18.51 |
| Trans. Station Attendant Laborer 2; Equipment Operator 1 and 2 | $18.18 | $19.70 |
| Equipment Operator 3; Airport Maintenance Worker; Tractor Trailer Driver | $19.43 | $20.98 |
| Mechanic 1 and 2 Equipment Operator 4 | $21.07 | $22.72 |
| Transfer Station Foreman | $21.82 | $23.50 |
| Working Foreman | $21.82 | $23.50 |

4. Effective July 1, 2020 – June 30, 2021 the following pay scale shall apply.

| Classification | Probationary | 6 Months and Over |
|---|---|---|
| Laborer 1 | $15.05 | $16.25 |
| Custodian | $15.63 | $16.98 |
| Mechanic Helper | $17.59 | $19.06 |
| Trans. Station Attendant Laborer 2; Equipment Operator 1 and 2 | $18.72 | $20.29 |
| Equipment Operator 3; Airport Maintenance Worker; Tractor Trailer Driver | $20.01 | $21.60 |
| Mechanic 1 and 2 Equipment Operator 4 | $21.70 | $23.40 |
| Transfer Station Foreman | $22.47 | $24.20 |
| Working Foreman | $22.47 | $24.20 |

*Reclassification of Airport Maintenance Worker Effective 7/1/2018
*Reclassification of Mechanic 1 and 2 Effective 7/1/2019

*For the purpose of pay on days off, vacations, holidays, etc., the rate of pay shall be the average regular hourly rate.

B. Shift Differential: When the City exercises it right to reschedule pursuant to Article 3, Section B and when employees are not on overtime, they shall be paid a $.50 an hour shift differential.

C. Vehicle Inspector's License
Employees who obtain a State of Maine vehicle inspector license will be paid an additional ten ($.10) cents per hour.

D. Rate Adjustment

Any qualified employee who performs a duty at a higher rate than he normally holds for one (1) hour or more shall be paid the hourly rate of that duty. Classifications defined in Appendix A.

E. Longevity Pay
All employees shall be entitled to longevity pay as follows: After five (5) years of service, a total annual increase of $832.00 ($.40 cents per hour) to be paid on a weekly basis; after nine (9) years of service, a total annual increase of $1,248.00 ($.60 cents per hour) to be paid on a weekly basis; after thirteen (13) years of service a total annual increase of $1,664.00 ($.80 cents per hour) to be paid on a weekly basis; after eighteen (18) years of service a total annual increase of $2,080.00 ($1.00 per hour) to be paid on a weekly basis; and after twenty five (25) years of service a total annual increase of $2,496.00 ($1.20 per hour) to be paid on a weekly basis.

F. Reporting Pay
Any employee who is regularly scheduled to report for work and who presents themselves for work as scheduled shall be guaranteed at least four (4) hours work or in lieu thereof, pay equal to four (4) times their hourly rate.

G. Call-In Pay
Any employee called into work outside his regularly scheduled work day, shall be guaranteed at least three (3) hours work or in Lieu thereof, pay equal to three (3) hours at their overtime rate of pay. One employee each week who is assigned to be "on-call" shall be paid a stipend of $100.00 per week.

H. Emergency Pay
If a regular employee is sent home during a regular work shift in anticipation of an emergency work shift, the employee shall be guaranteed a minimum of four (4) hours pay for the regular shift not completed.

I. Payment for Unused Sick Leave
Employees shall be compensated for one hundred percent (100%) of unused sick leave to be paid in the second (2nd) pay period in December each year.

J. Overtime compensation

This section is intended to provide a basis for calculation of payment for overtime.

1. Ten (10) hours, nine (9) hours or eight (8) hours worked shall constitute a day's work (based upon employee's schedule) and 40 hours shall constitute a week's work at a base hourly rate of pay. A monetary rate of one and one-half (1 ½) times the base hourly rate shall be paid for all work performed by employees during the work week in excess of forty (40) hours per week or ten (10), nine (9) or eight (8) hours per day. For the purpose of this section, "hours worked" shall mean only the following:
   a. Hours actually worked
   b. Hours compensated for by holiday base pay

2. For the purpose of this section, "hours worked" shall not include:
   a. Hours compensated for by sick leave pay
   b. Hours compensated for by bereavement pay of funeral pay
   c. Hours compensated for by vacation pay
   d. Hours compensated for by call-in pay
   e. Hours compensated for by jury pay and civic duty pay
   f. Hours compensated for by observed holiday pay or pay for work on Sundays
   g. Hours not actually worked
   h. Observed Holiday and Sunday Pay

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.

K. Airport Maintenance Worker – To Receive $500.00 per year payable in the first pay period in July for the requirement of obtainment of Applicator's License.

## ARTICLE 24- RETIREMENT/PENSION BENEFITS

A. The City agrees to continue to participate in the Maine Public Employees Retirement and Social Security programs at current benefit levels except as modified below:

B. During the term of this Agreement the City shall keep in effect the Consolidated Plan of the Maine Public Employees Retirement System - changeover as of July 1, 1995.

C. Effective July 1, 2002, the City will adopt the necessary changes to implement COLA benefits (cost of living adjustments) for all regular, full time employees enrolled in Maine Public Employees 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.

Effective July 1, 2002 all eligible current employees of the City, may retire on the MainePERS AC plan which provides a service retirement allowance based on one-half (1/2) of their Average Final Compensation (average of three highest years of earnable compensation). Employees who enrolled in membership with MainePERS on or before June 30, 2014 are eligible to retire with full benefits at age 60 upon completing 25 years of service. Employees hired on or after July 1, 2014 are eligible to retire with full benefits at age 65 upon completing 25 year of service. Employees may contact MainePERS directly for further details on the AC plan.

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 25- TERMINATION

A. This Agreement shall be effective as of the first day of July, 2018 and shall remain in full force and effect until the last day of June 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify this Agreement In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

B. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall be before the anniversary date set forth in the preceding paragraph.

C. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this 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.

SANFORD UNIT LOCAL 481-01
COUNCIL NO. 93 AMERICAN
FEDERATION OF STATE COUNTY
AND MUNICIPAL EMPLOYEES,
AFL-CIO

James Mackie, Staff Representative

Tom Gilman, Union President

Negotiator

Ray Davis, ~~Shop Steward~~ VICE PRESIDENT

CITY OF SANFORD, ME

9/27/2018

Steven Buck, City Manager

Tom Cote, Mayor, City Council