



COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

TOWN OF WELLS

&

**TEAMSTERS UNION LOCAL 340
FOR THE
HIGHWAY DEPARTMENT UNIT**

**DATES: July 1, 2017
To
June 30, 2020**

ARTICLE 1 - PREAMBLE

Pursuant to the provisions of Chapter 9-A, Revised Statutes of Maine, Title 26, as enacted by the Maine Legislature in 1969 and amended, entitled "An Act Establishing the Municipal Public Employees Labor Relations Law," this Agreement is made and entered into by and between the Town of Wells, Maine, hereinafter referred to as the "Town," and Teamsters Local Union No. 340, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

ARTICLE 2 - RECOGNITION

The Town recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours, and working conditions for all full-time employees of the Wells Highway Department (Transfer Station Employee; Equipment Operator; Facilities Manager; Transfer Station Coordinator; Highway Crew Chief; Equipment Operator/Mechanic; Mechanic) who are also public employees as defined by Title 26, Chapter 9-A, Section 962(6).

ARTICLE 3 - NON-DISCRIMINATION

Employees covered by this Agreement shall have the right to join or refrain from joining the Union. No member of the bargaining unit shall be favored or discriminated against, either by the Town or by the Union because of membership or non-membership in the Union.

The Town and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age, or condition of handicap, except where based on a bona fide occupational qualification, nor will they limit, segregate or classify employees in any way to

deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, age, or condition of handicap, except where based on a bona fide occupational qualification.

The use of male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees, but is intended to refer to all employees in job classifications, regardless of sex.

An employee may choose to use the grievance procedure to pursue any alleged violation under this article, or may choose to pursue the matter through the Maine Human Rights Commission or a federal or State court; but the employee shall be limited to only one of these actions.

ARTICLE 4 - MANAGEMENT RIGHTS

The Town retains all rights and authority to manage and direct its employees and to determine work shift assignments, except as otherwise specifically provided in this Agreement. The Union acknowledges the right of the Town to make such reasonable rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement. The Town agrees to forward copies of said rules and amendments thereto to the Union and the designated Union stewards.

ARTICLE 5 - UNION SECURITY

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 Town or by the Union because of his membership or non-membership in the Union. The Union

recognizes its responsibilities as the bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Fair Share - Those employees who choose not to join the Union shall be subject to the following:

The employee will sign a written payroll authorization deduction in the amount of eighty percent (80%) of the present cost of the Union dues to defray the costs of contract administration. No employee shall be compelled or required to pay any union dues or fees until after the employee has completed his/her six (6) month probationary period.

It is understood that the Town will only collect dues and service fees when either (1) the Union presents the Town with the employee's signed payroll deduction authorization form; or (2) when, after six (6) months of employment, the employee fails to sign a payroll deduction authorization form, and the Union thereafter provides the Town with written notice that it has unsuccessfully attempted to obtain the payroll deduction authorization form from the employee, instructs the Town to withhold, and sets forth the amount of be withheld and the starting date of withholding. It is also understood that the Town will not be required to take any disciplinary action against any employee who does not sign a payroll deduction authorization form.

Nothing in this Article shall diminish the right of any employee covered hereunder to present his own grievance as set forth in Title 26 MRSA, Chapter 9-A, Section 962(6).

Indemnification. The Union shall indemnify, defend and hold the Town harmless against any claims made, and any suits against the Town on account of payroll deductions of said dues, service fees and initiation fees. ARTICLE 6 - REGULAR EMPLOYEES

All persons within this unit who have worked at least six (6) months shall be considered regular, full-time employees and shall be subject to the provisions of this Agreement as per Title 26 MRSA, Chapter 9-A, Section 962(6).

ARTICLE 7 – WAGES

		7/1/2017				
	<u>Start</u>	<u>6 Mon</u>	<u>1 Yr</u>	<u>3Yr</u>	<u>5 Yr</u>	
Transfer Station Employee	14.91	15.92	16.73	17.19	19.90	
Equipment Operator	16.71	17.67	18.48	18.92	21.54	
Facilities Manager		16.96	17.88	19.70	21.61	
Transfer Station Coordinator		17.96	18.89	20.72	22.61	
Highway Crew Chief		18.52	19.43	21.21	23.06	
Equipment Operator/Mechanic		17.97	18.88	20.68	22.59	
Mechanic			30.06	32.77	35.71	

		7/1/2018				
	<u>Start</u>	<u>6 Mon</u>	<u>1 Yr</u>	<u>3Yr</u>	<u>5 Yr</u>	
Transfer Station Employee	15.21	16.24	17.06	17.53	20.29	
Equipment Operator	17.04	18.02	18.85	19.30	21.97	
Facilities Manager		17.30	18.23	20.09	22.04	
Transfer Station Coordinator		18.32	19.27	21.13	23.06	
Highway Crew Chief		18.89	19.82	21.63	23.52	
Equipment Operator/Mechanic		18.33	19.26	21.10	23.04	
Mechanic			30.66	33.42	36.43	

		7/1/2019				
	<u>Start</u>	<u>6 Mon</u>	<u>1 Yr</u>	<u>3Yr</u>	<u>5 Yr</u>	
Transfer Station Employee	15.52	16.56	17.40	17.88	20.70	
Equipment Operator	17.39	18.38	19.23	19.68	22.41	
Facilities Manager		17.65	18.60	20.50	22.48	
Transfer Station Coordinator		18.68	19.65	21.55	23.53	
Highway Crew Chief		19.27	20.21	22.07	23.99	
Equipment Operator/Mechanic		18.69	19.64	21.52	23.50	
Mechanic			31.27	34.09	37.16	

The Equipment Operator assigned by the Public Works Director to assist the Mechanic shall receive a \$2.50/hour stipend while actually performing such mechanic's assistant's duties. The Equipment Operator shall not perform any mechanic's duties that he/she is not trained or licensed to perform.

Unit members possessing a Class A Commercial Driver's License shall receive an additional \$.10 per hour.

Highway employees who can demonstrate proficiency on all equipment used by the Highway Division shall receive an additional \$.25 per hour. Equipment shall include but not limited to trucks, front end loaders, back hoes, etc. The Director of Public Works shall establish a program to make available training opportunities on operating such equipment for employees. Proficiency and eligibility for this specialty pay shall be determined by the Director of Public Works. If an employee is determined to lack proficiency, and desires to obtain third party training on the equipment to assist them with gaining the proficiency stipend, the Town will set up with third party equipment vendors, time for training on the identified equipment. Once that training is accomplished, the employee may request that a proficiency re-determination from the Public Works Director, to be established by the Director. If the Union feels that the Director of Public Works is being arbitrary or capricious in denying a unit member this specialty pay, the Union may appeal that decision to the Town Manager whose decision shall be final and binding.

Longevity

Employees shall receive longevity according to the following:

- After ten (10) years of continuous service - \$.40 per hour.
- After fifteen (15) years of continuous service - additional \$.40 per hour.
- After twenty (20) years of continuous service - additional \$.40 per hour.

- After twenty-five (25) years of continuous services- additional \$.35 per hour
- After thirty (30) years of continuous service - additional \$.35 per hour.
- The maximum an employee covered by this Agreement can receive in longevity payments is \$1.90 per hour.

The unit agrees to mandatory direct deposit of their pay checks.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

A) Hours Worked - The Regular work week for members of the bargaining unit shall be forty (40) hours composed of five (5) eight (8) hour shifts within a seven (7) calendar day span which shall begin on Tuesday at 12:00am and end on Monday at 11: 59 pm.

The Town reserves the right to change the work schedule, but will provide the Union with a written notification arranging for an opportunity to meet and confer with respect to the changes at least thirty (30) days in advance of such change.

The Town agrees to consider the implementation of the so-called "summer schedule" for highway personnel. The schedule would permit some employees to work four (4) 10 hour days. The decision to implement or curtail this schedule shall be at the discretion of the Town. The Town will provide the Union with written notification of its intent to implement the "summer schedule" at least ten (10) calendar days prior to implementation.

B) Overtime - Time and one-half (1 1/2) the regular hourly rates shall be paid for hours assigned and worked beyond eight (8) hours per day or forty (40) hours a week.

C) For the purposes of this Article, "hours worked" shall mean only hours actually worked and hours compensated for by bereavement and holiday pay. For the period of time between November 1 and March 31 only, sick time and vacation time will be counted as "hours worked."

D) Call Back - Any unit employee called to work outside his regularly scheduled shift shall be paid a minimum of three (3) hours worked at one and one-half (1 1/2) times their regular hourly rate. Such call back time shall not be annexed consecutively to either end of a work shift, nor shall such call back time pertain to scheduled overtime hours. The Town shall utilize the posted seniority list for call backs.

The department's rotation system is a so-called wheel system whereby the employee who appears on the departmental seniority list after the last employee who was called for an overtime opportunity will be the next employee called for overtime work. A refusal of an overtime opportunity will count as an opportunity worked. It is understood that mechanic or specialty work (defined as work that can only be performed by a particular employee) will not be a part of the call back work subject to the call back rotation system.

E) Comp. Time - Employees may request, instead of overtime payment, that they receive compensatory time off at the rate of one and one-half times the number of overtime hours. The decision as to whether or not to pay for the overtime or substitute compensatory time (at the employee's request) shall be at the sole discretion of the Town. In no case shall compensatory time accumulate to more than 120 hours. Notwithstanding the 120 hour limitation, between January 2nd and June 1st of each calendar year, employees may exceed the 120 hour limitation, but must reduce their comp time bank down to 120 hours by June 1st of each calendar year. The parties agree and acknowledge that the purpose of this exception is to allow both employees and the Town greater flexibility when employees choose to receive and accrue comp time instead of overtime pay during the winter months. This provision extinguishes all prior memorandums of understanding regarding excess comp time accruals. Requests to utilize comp time shall generally follow the same process as requests to utilize vacation. However, the

Director of Public Works will consider requests to utilize comp time with short notice so long as the employee's absence will not adversely affect the operation of the Department.

F) Overtime earned in a work week that occurs after the payroll has been submitted will be paid at time and one half in the employee's next week's paycheck.

ARTICLE 9 - SENIORITY

A) The Town shall establish a seniority list naming all the employees covered by this Agreement, with the employee with the greatest seniority (years of service) in the department listed first. Said list shall be amended from time to time as circumstances shall warrant.

B) Seniority for the purpose of the Agreement shall be interpreted to mean the length of continuous service in the department only from date of last full-time hire. Seniority shall be a factor taken into consideration in all matters affecting promotions, if eligible employees are otherwise substantially equally qualified, and shall be the controlling factor in all matters affecting vacation preference.

C) In the event it becomes necessary for the Town to lay off employees for any reason, the employees shall be laid off in the inverse order of their seniority by classification with bumping rights within the department, provided the employees remaining are able to perform the available work. Employees shall be recalled in the reverse order of lay-off provided such employees are able to perform the available work. Seniority shall be maintained for twenty-four (24) months from the date of lay-off. Seniority rights shall be retained during illness, accident, or approved leave of absence. For a period of twenty-four (24) months after lay-off, employees shall have a right to be recalled. Employees shall be recalled from lay-off according to seniority by certified mail to the employee's last known address. It is the responsibility of the laid-off employees to furnish any change of address to the employer for recall notice. If, following a lay-off, the employee fails or refuses to notify the employer of his

intention to return to work within seven (7) calendar days after a written notice of recall is sent by certified mail to his/her last address on record with the employer, the employee has waived his/her right to recall.

D) The seniority list shall be posted on the department bulletin board within thirty (30) days after the signing of this Agreement and a copy thereof shall be sent to the Union. Any objections to the seniority list, as posted, must be reported to the Town Manager, or his designee, within ten (10) days from the date posted or it shall stand as accepted and shall take full force and effect.

ARTICLE 10 - VACATIONS

Each member of the bargaining unit shall accrue paid vacation time as follows:

- After one (1) year of continuous service – two (2) weeks.
- After seven (7) years of continuous service – three (3) weeks.
- After fourteen (14) years of continuous service – four (4) weeks.
- Effective 7/1/03, employees with twenty (20) years of continuous service – five (5) weeks.

All vacation time must be taken within a year after the anniversary date of employment, with the exception that an employee may carry forward one (1) week of vacation time. That vacation time may be used in the following year or converted into forty (40) hours of compensatory time. Employees who are out on unpaid leave are not eligible and will not accrue vacation time during such unpaid leave.

ARTICLE 11 - HOLIDAYS

The following shall be recognized as paid holidays:

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

Highway crew employees who are working the designated "summer schedule" set forth in Article 8(A) shall be paid ten (10) hours of pay at their regular hourly rate for any Article 11 holiday that occurs during the "summer schedule."

Holiday Pay if Worked

Employees required to work on any holiday specified above shall be paid for all hours worked on the holiday at the rate of one and one-half (1 1/2) times the regular rate of pay plus the holiday pay of eight (8) hours at the regular hourly rate. Employees required to work on Christmas or Thanksgiving shall be paid for all hours worked on the holiday at the rate of two (2) times the regular rate plus the holiday pay of eight (8) hours at the regular hourly rate.

The above-listed holidays shall be celebrated on the same day as Town Hall. However, to determine which day shall be designated as a holiday for the purpose of paying overtime premium pay: Christmas, New Year's, Independence Day and Veteran's Day shall be the actual

calendar day. Employees who are out on unpaid leave are not eligible and will not receive holiday pay during such unpaid leave.

ARTICLE 12 - SICK LEAVE

A) Members of the bargaining unit shall accrue sick leave at the rate of one (1) day per month which may be accumulated to a maximum of one hundred twenty (120) days; however, sick time shall not accrue while the employee is on unpaid leave. Sick leave may be used for personal non-service connected injuries or illness only except where the injury or illness is incurred through misconduct or gross negligence on the part of the employee. Sick leave may be used for personal illness or physical incapacity which is defined as a condition of such degree as to render the employee unable to perform the duties of his/her assigned position or for personal medical or dental appointments. If requested the employee shall furnish a certificate from the attending physician if the employee has been absent for more than three consecutive days.

The Town reserves the right to have a physician of its choice, and at its expense, examine employees on sick leave and to utilize the physician's report to judge the propriety of sick leave usage or to take recommended remedial action.

The Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense. In the event of disagreement between the doctor selected by the Town and the doctor selected by the Union, the Town and the Union doctors shall together select a third (3rd) doctor within thirty (30) days, whose opinion shall be final. The costs of such exam to be shared by both parties. Sick leave shall not be used for illness or injury which results directly from outside employment.

Sick leave up to forty (40) hours may be used for attendance to members of the family

(spouse, domestic partner, parents, or children), when their illness requires care by the employee. If requested the employee shall be required to furnish a certificate from the attending physician.

Sick leave maybe taken on an hourly basis as needed.

B) Payment on Separation - Employees shall be paid for one third (1/3) of their total accrued sick leave upon separation from Town employment. The spouse or estate of employees who die while employed by the Town shall receive 100% of their total accrued sick leave. Employees shall be paid for one-half (1/2) of their total accrued sick leave upon retirement from Town employment. Said retirement shall be defined as receiving retirement payments from Maine State Retirement System resulting from service to town in the Highway Department. The amount of payment shall be calculated based upon the employee's current regular straight time hourly rate of pay and shall be subject to the following conditions:

- 1) Employees must provide a minimum of two weeks calendar notice.
- 2) Employees who are dismissed for cause shall not be eligible for payment of accrued sick leave.
- 3) Employees who are on lay-off and choose to receive the one-third (1/3) payback shall have the option of restoring that of sick leave by returning the 1/3 payback should they be recalled.

C) Employees who maintain the maximum amount of sick leave (120 days) shall be entitled to use two of those days per year as personal days.

ARTICLE 13 - PHYSICAL FITNESS

Whenever the Town Manager or a department head has reason to believe that the physical condition of an employee is endangering his own health and safety, or the health and

safety of others, and/or the ability to perform his/her job duties, he may request that the employee submit to a medical examination conducted by a physician designated by the Town Manager, such examination to be paid for by the Town. If the results of a physical examination prove that any employee is unable to perform his duties, this may be considered grounds for dismissal, reassignment, or suspension and/or possible medical retirement if job related.

The Union may, if it believes an injustice has been done an employee, have said employee re-examined at the' Employee's expense. In the event of disagreement between the doctor selected by the Town and the doctor selected by the Union, the Town and the Union doctors shall together select a third (3rd) doctor within thirty (30) days, whose opinion shall be final. Costs of such exam to be shared by both parties.

ARTICLE 14 - FUNERAL LEAVE

In the event of a death in the family of the employee, the employee shall be granted the following days off with pay to make necessary arrangements and to attend the funeral. Five (5) days off in the event of the death of the employee's spouse, domestic partner (as defined in Appendix A), mother, father and child. Three (3) days off in the event of the death of the employee's brothers, sisters, mother-in-law, father-in-law, step-parents, step-children and grandparents.

An amount of time, not to exceed one day, and to be determined by the Town Manager, will be allowed for the purpose of attending the funeral of other relatives or persons actually living in the same household. The Manager may extend the amount of time allowed.

ARTICLE 15 - MILITARY LEAVE

Employees shall be granted military leave of absence without loss of seniority, to fulfill their military duties in the armed forces, National Guard, or Military Reserves. The Town will pay the difference, if any, between the employee's regular pay and military pay up to a maximum of normal weekly salary for National Guard training up to seventeen (17) days per year.

ARTICLE 16 - FAMILY and MEDICAL LEAVE

The Employer agrees to integrate the provisions of the Family and Medical Leave Act with other leaves in this Agreement. All accrued paid leave must be used for Family and Medical Leave. The balance of Family and Medical Leave will be unpaid leave. Employees on unpaid leave shall not accrue or be eligible to earn or be paid for any additional paid leave (including sick time, vacation leave, or holiday pay) during any such unpaid leave periods. The Employer reserves the right to designate any qualifying leave as leave under the provisions of the Family and Medical Leave Act.

ARTICLE 17 - AMERICANS WITH DISABILITIES ACT

The Employer will notify the Union as soon as it becomes aware of any situations concerning an existing employee requiring a reasonable accommodation within the terms of the Americans with Disabilities Act. The Employer will provide the Union with all relevant information, and will bargain with the Union concerning any accommodation that departs from any of the terms of this contract or from any existing practice.

ARTICLE 18 - INJURY ON DUTY

Employees who are covered by this Agreement and who are injured on the job may use paid sick leave time on a pro rata basis to make up the difference between the Workers' Compensation payments and their net wage. If their sick leave is exhausted, the Town will pay the difference between the Workers' Compensation payments and net pay for the balance of the first six month period.

ARTICLE 19 - INSURANCES

Health Insurance - The Town will continue to participate in the Allegiant Care NGA4B health insurance plan (or its substantial equivalent) during the term of this Agreement.

The Town will be responsible to pay 80% of the plan premium with the employees paying all additional cost for the Allegiant Care NGA4B health insurance plan which shall be deducted from the employees' pay checks.

In the event that the health coverage provided hereunder becomes subject to the excise tax on high cost employer-sponsored health coverage (known as the "Cadillac Tax") as required under the Affordable Care Act, or any third party that is subject to the Cadillac Tax passes such tax through to the Town or health plan participants by way of increased premiums, separate assessment or any other means ("Cost"), the parties hereto agree to renegotiate the terms of such health coverage to account for the additional Cost within thirty (30) days of becoming aware of such Cost.

The Town will allow employees who retire while employed under the terms of this contract to purchase health insurance at group rates from the Town's provider of health insurance so long as the provider allows the Town to continue this practice, and in conformance with all rules and conditions as established by the provider. However, if the Town is not allowed by the

provider of the health insurance to allow retirees to purchase said insurance at group rates, the Town shall no longer continue this practice. The Town shall be held entirely harmless regarding any part of this practice, and shall not contribute to any such retiree's participation.

The Town will allow employees covered by this Agreement to participate in the Town's "buy-out" insurance procedures. Employees electing to participate in the buyout program shall annually provide the Town with a written certification that the employee and his or her tax dependents have health coverage from another source that is not an individual policy. Employees providing such certification shall receive two hundred dollars (\$250.00) per month in lieu of coverage, effective 1/1/03. Employees currently participating in the buyout shall receive the current buyout amount, but that amount shall be frozen at its current amount. Buy outs would not apply to married or legally partnered Town employees who both work for the Town and they would be required to take the least expensive option for the coverage i.e. Employee, Employee and Spouse, Employee and Family.

ARTICLE 20 - RETIREMENT

Union employees shall be able to participate (depending upon eligibility), with a contribution from the Town, in only one of the following retirement plans:

A) The International City Management Retirement Corporation (ICMARC). The Town agrees to match the employee's contribution to the ICMARC Plan up to a maximum of six percent (6%) of the employee's gross wages. The Town match will go into the ICMA RC 401k plan only; the employee contribution will go into the ICMA RC 457 plan.

OR

B) MainePERS AN Plan. The Union and the Town agree to make their best efforts to join and participate in the MainePERS AN Plan. If MainePERS permits such participation,

the Town's participation and contribution shall be limited and capped at a maximum of seven percent (7%) per year for the duration of this Agreement. Any increases in the Employer participation share of the MainePERS AN Plan above seven percent (7%) annually while this Agreement is in effect (and during any period after this Agreement expires, up to and until a successor Agreement is negotiated and finally ratified) shall be borne and paid for solely by the participating unit member(s).

ARTICLE 21 - BULLETIN BOARDS

The Town agrees to maintain a bulletin board with a side set off for the use of the Union notices. The Union shall limit its posting of notices and bulletins to the board provided.

ARTICLE 22 - OUTSIDE EMPLOYMENT

Regular employees may obtain outside employment with permission of the Road Commissioner. Such employment may be terminated or curtailed by the Road Commissioner if, in his judgment, such employment hinders the employee in the impartial or efficient performance of his duties. In any event, no employee shall fail to appear for mandatory work shift or assignment due to conflicting outside employment commitments.

The Road Commissioner shall not exercise his discretion as set forth in this Article in an arbitrary or capricious manner or with the intent to discriminate against members of the Union.

ARTICLE 23 - STEWARDS AND ALTERNATES

A) The Town recognizes the rights of the Union to designate one (1) Steward and one (1) Alternate. The authority of the Steward and Alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- 1) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- 2) The collection of dues authorized by appropriate Local Union action;
- 3) The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information have been reduced to writing.

B) The time spent by the Steward or Alternate during regular working hours in carrying out the authorized duties and activities described in this Article shall be by permission of the Road Commissioner and shall be limited to two (2) hours per week for the Steward and Alternate combined. The Alternate shall serve only in the Steward's absence from work for his shift. Such time spent in the duties and activities described in this Article shall be considered time worked and shall be computed in calculating overtime hours.

With the permission of the Road Commissioner, the Steward or Alternate may be allowed time off without pay to attend official Union functions (such as an annual convention) for up to five (5) days per year provided that the request is made in writing at least ten (10) working days in advance of such function, there is no disruption of departmental operations, and provided that the Town does not incur any expenses as a result of the absence of said Steward or Alternate.

ARTICLE 24 - ACCESS TO PREMISES

Authorized representatives of the Union (not employees in the unit) may enter Town premises during normal working hours for the purpose of carrying into effect the provisions of this Agreement. Such visits by such representatives shall be arranged by the permission of the Road Commissioner and shall not interfere with departmental operations. Discussions with unit

employees shall take place in the Meeting Room. The Town may require the showing of positive identification.

ARTICLE 25 - UNIFORMS AND EQUIPMENT

The Town will provide unit members with appropriate coveralls, welders' gear, work gloves, rain gear, rain boots, one winter parka or vest (employee's choice of one or the other), and a winter hat, and will replace such items on an as-needed basis. The Town will provide unit members with a boot allowance of up to two hundred dollars (\$250). The boots purchased shall be of "Carolina" type quality. In no case shall this boot allowance be used to purchase anything other than work boots. If the employee wishes to purchase work boots more expensive than said boot allowance, then the employee shall make up the difference. All boots purchased through this allowance shall meet all applicable safety standards. Town provided uniforms and equipment shall only be worn in places and at times which bear a responsible relationship to the performance of official duties. Requests for replacements will be made to the Road Commissioner, who shall handle purchasing. Employees issued town uniforms and equipment will be responsible for care and maintenance and will return all such uniforms and equipment upon separation from employment.

Unit employees shall be provided a total of eleven (11) uniforms through a uniform service.

ARTICLE 26 - SUBCONTRACTING

Management shall maintain the right to establish contracts or subcontracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members.

The above rights, responsibilities and prerogatives are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceedings, but the manner of exercise of such rights may be subject to the grievance procedure described in this Agreement.

ARTICLE 27 - STRIKES

The Union agrees that the union, its officers and members will not engage in strikes, slowdowns, or work stoppages. Such activities engaged in by unit employees may be just cause for dismissal.

ARTICLE 28 - GRIEVANCE PROCEDURE

A grievance is hereby jointly defined as any dispute or controversy which may arise under the interpretation, application, or meaning of this Agreement.

- A) The aggrieved employee or employees shall present the grievance to the Shop Steward or Alternate.
- B) The Shop Steward or Alternate shall take the matter up with the Road Commissioner within five (5) calendar days from the date he received the grievance. Both parties shall attempt to arrive at an informal resolution of the problem.
- C) If the Shop Steward or Alternate are unable to resolve the grievance informally pursuant to Step (B) hereof, the Shop Steward or Alternate shall within five (5) calendar days of the meeting with the Road Commissioner, submit the grievance in writing, to the Town Manager, and Union Business Agent.
- D) The Town Manager shall render a decision in writing to the Shop Steward or Alternate and Union Business Agent within seven (7) calendar days from the date of receipt of

the written grievance as provided pursuant to Step (C) hereof.

E) In the event that the decision of the Town Manager as rendered pursuant to Step (D) hereof is unacceptable to the Union, the Union shall, within fourteen (14) calendar days from the receipt of the Manager's written response, notify the Manager, or designee, and arrange for a date to meet and take up the matter. Such meeting will be held within ten (10) days of such request.

F) In the event the Union and Town are unable to resolve the grievance as a result of the Step (E) meeting, the Union may, within fourteen (14) calendar days of the Step (E) meeting, file a request with the Maine Board of Arbitration and Conciliation for arbitration of the grievance; or if the services of the Maine Board of Arbitration and Conciliation becomes unavailable, the Federal Mediation and Conciliation Service or a mutually agreeable single arbitrator.

G) The arbitrator shall have no authority to add to, subtract from, or modify the specific provisions of this Agreement.

H) The arbitrator's decision shall be final and binding on the parties and the arbitrator shall be requested to issue the decision within thirty (30) calendar days after the conclusion of the testimony and final argument.

I) Expenses for the arbitrator's services and the proceedings shall be borne equally by the Town and the Union. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

J) The time limits for the processing of grievances may be extended by telephone followed by a written request, but only with the consent of both parties.

K) All grievances shall be initiated not later than thirty (30) calendar days after the occurrence of the event giving rise to the grievance or knowledge thereof.

L) Nothing in this Article shall diminish the right of any employee covered hereunder to present his own grievances as set forth in Title 26, MRSA.

ARTICLE 29 - SEPARATION FROM EMPLOYMENT

Upon separation, the Town shall pay all wages owed as well as earned vacation pay due to the employee, if any, on the next regular pay day, provided all issued clothing and equipment has been returned.

In all cases of voluntary separation, the employee shall provide the Town with written notice of intent to terminate employment ten (10) working days prior to such termination. Failure to provide such notice shall be grounds for the Town to refuse to re-employ said employee.

ARTICLE 30 - PAYROLL DEDUCTIONS

The Town agrees to deduct from salaries money for the Union's regular monthly dues (collected on a weekly basis), service fees and initiation fees. In the event that dues are increased, the Union shall notify the Town at least thirty (30) days prior to the effective date of the dues increase. The Union shall indemnify, defend and hold the Town harmless against any claims made, and any suits against the Town on account of payroll deductions of said dues and fees. The Union agrees to refund to the Town any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

ARTICLE 31 - DISCIPLINE PROCEDURES

Any member charged with an intentional violation of department rules and regulations, incompetence, misconduct, negligence, insubordination, or other serious disciplinary infraction may request a hearing provided such request is made in writing and delivered to the Town Manager or his representative no more than five (5) calendar days after the member is advised of the charge against him. No member shall be dismissed without first being given notice and an opportunity for a hearing whether he requests it or not. In the case of a member who has been suspended, the hearing shall, if requested by the member, be held no more than ten (10) calendar days after the date when the suspension began.

The member shall be informed of the exact nature of the charge and shall be given sufficient notice of the hearing date and time to allow him an opportunity to consult legal counsel, conduct an investigation, and prepare a defense. The hearing, which shall be before the Town Manager or in his absence or incapacity, the Acting Town Manager, shall be informal in nature. The member may be accompanied by legal counsel or a representative of the Union. The member shall have the right to confer with his representative at any time during the hearing and shall have the right to have his representative speak on his behalf. Any disciplinary action taken against a member shall be subject to the grievance procedure.

ARTICLE 32 - WORK RULES/RULES OF DISCIPLINE

A) The Town may adopt disciplinary rules and work rules which will be posted from time to time during this Agreement. All rules and amendments thereto shall be forwarded to the Shop Steward or Alternate, who shall have ten (10) working days to request a meeting to confer concerning the proposed changes. If no such request is received, the changes shall go into effect.

B) All suspensions and discharges shall be for just cause including, but not limited to, violations of any rules adopted above and written reasons for suspensions or discharge shall be stated in writing to the affected employee within five (5) calendar days of the action.

C) Employees are required to abide by the terms of this Agreement and to comply with such rules and regulations as the Town may adopt which are not inconsistent with this Agreement. Should there be any doubt as to the employee's obligations, he shall comply with the rules and then grieve if he feels he has been wronged. The disciplinary measure stands should he be found to have violated the rules and regulations or any provisions of this Agreement.

ARTICLE 33 - PERSONNEL FILE

Insofar as permitted by law, all personnel records, including home addresses, telephone numbers, and pictures of members shall be confidential and shall not be released to any person other than officials of the department and other Town officials, except upon a legally authorized subpoena or written consent of the member.

Upon request, a member shall have the right to inspect his official personnel record. Inspection shall be during regular business hours and shall be conducted under supervision of the Town Manager. A member shall have the right to make duplicate copies for his own use. No records shall be withheld from a member's inspection. A member shall have this right to have added to his personnel file a written, signed and dated refutation of any material which he considers detrimental. Nothing detrimental may be added to the member's file without first providing a copy to the member.

No written reprimand which has not previously been the subject of a hearing shall be placed in a member's personnel file unless the member is first given the opportunity to see a

copy of the reprimand. Within five (5) calendar days thereafter, the member may file a signed and dated written reply. If the Manager thereafter places the written reprimand in the member's personnel file, he shall also include the reply.

All discipline infractions placed in an employee's file which are received for an infraction which is less than a suspendable offense shall be purged from the file if there is no disciplinary offense within the next eighteen (18) months subsequent. All employee refutations which go into the personnel file shall also be expunged along with the items to which they pertain.

ARTICLE 34 - HEALTH AND SAFETY

The Union recognizes the right of the Town to establish reasonable rules and regulations for the safe, sanitary and efficient conduct of the Town's business and reasonable penalties for the violation of such rules and regulations subject to restrictions of this Agreement.

The Town is responsible for meeting safety standards which are considered to be minimum standards required by the Occupational Safety and Health Act of 1970 as well as other federal and state laws. Non-compliance with the Act may result in fine and penalty to the Town.

Proper safety devices shall be provided by the Town for all employees engaged in work where such devices are necessary. Such devices, where provided, must be used as intended.

If a member of the unit deems his vehicle or equipment to be unsafe, he shall notify his superior who, in turn, shall arrange for or conduct an appropriate inspection and shall determine whether the vehicle or equipment is safe for use. The reasonableness of this determination shall be subject to the grievance procedure.

Any employee involved in any accident shall promptly report to his immediate superior said accident and any physical injury sustained. Said report will be made on a proper form provided by the Town.

ARTICLE 35 - POLITICAL ACTIVITY

While working full-time for the Town, employees shall refrain from seeking or accepting nomination or election to any office in the Town government. Town employees shall not circulate petitions or campaign literature for elective Town officials or in any way be concerned with soliciting or receiving subscriptions, contributions, or political services from any person or for any political purpose pertaining to the government of the Town. This rule is not to be construed to prevent the Town employees from becoming or continuing to be, members of any political organization, from attending political organizational meetings, and expressing their views on political matters or from voting with complete freedom in any election.

ARTICLE 36 - SAVINGS CLAUSE

If any provision(s) of this Agreement shall be contrary to any state or federal laws, statutes, or regulations, such provision(s) shall be considered null and void, but shall not affect the validity of any remaining provisions.

ARTICLE 37 - UNION MEETINGS

The Union may conduct its business, including the conduct of Union meetings, at the Public Works Garage. The conduct of Union business shall not interfere with normal activities of the Department.

ARTICLE 38 - UNION STEWARD

Any employee shall have the right to be represented or accompanied by the Union Steward or other Union representative when appearing before the Town Manager, Board of Selectmen, or their delegates on any grievance, or when disciplinary action is likely to result.

ARTICLE 39 - D.R.I.V.E. AND CREDIT UNION

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a biweekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to the D.R.I.V.E. national headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number, and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expense incurred in administering the biweekly payroll deduction plan.

The Employer agrees to deduct amounts each payroll from wages of those employees who shall have given the Employer written notice to make such deductions. The amount so deducted shall be remitted to the applicable Credit Union each month. There will be no remittance to the Credit Union for any deductions for those weeks during which the employee's earnings shall be less than the amount authorized for deductions.

ARTICLE 40 - MAINTENANCE OF BENEFITS

It is mutually agreed that negotiable benefits or terms and conditions of employment affecting the members of this unit which are not covered by this Agreement, shall remain in force throughout the duration of this Agreement, subject to established procedures for changing these negotiable benefits or terms and conditions of employment.

ARTICLE 41 - DURATION OF AGREEMENT

Except as otherwise herein specifically stated, this Agreement shall be effective as of July 1, 2017 and shall remain in full force and effect until June 30, 2020.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 13th
day of July to be effective as of 7/1/17.

TOWN OF WELLS

**TEAMSTERS LOCAL UNION NO.
340 AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS
OF AMERICA**

Carol Elliott
Daniel J. Ables
[Signature]
Kathleen D. Chan
John J. Stewart

Brett Miller
[Signature]