

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

TOWN OF WELLS

&

**TEAMSTERS UNION LOCAL 340
FOR THE GENERAL GOVERNMENT 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 Police Secretary, Police Clerk, Animal Control Officer, Secretary to Fire Chief, Deputy Town Clerk, Part Time Deputy Town Clerk (37 hours), Deputy Treasurer, Accountant, Assistant Tax Collector, Deputy Tax Collector, Assistant Code Enforcement Officer, Planning Assistant, Secretary to Code Enforcement Office, Assessor Clerk, Part Time Assessor Clerk (24 hours) and Assistant Assessor who are also public employees as defined by Title 26, Chapter 9-A, Section 962(6).

ARTICLE 3 - NON-DISCRIMINATION

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, sexual orientation, 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, sexual orientation, 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.

ARTICLE 4- MANAGEMENT RIGHTS

The Town retains all rights and authority to manage and direct its employees, 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 of continuous employment shall be considered regular employees and shall be subject to the provisions of this Agreement as per Title 26 MRSA, Chapter 9-A, Section 962(6). Employees with less than six (6) months on the job shall be considered probationary employees, subject to all provisions of this Agreement, except that they may be terminated without recourse to the grievance procedure. However, employees who work less than forty (40) per week are entitled to different amounts of employee benefits as specified later in this contract. Regular part-time employees whose normal workweek consists of 30 to 39 hours per week are eligible for 75% of the benefits available to full time employees, and regular part-time employees whose normal workweek consists of 20-29 hours per week are eligible for 50% of the benefits available to full-time employees.

ARTICLE 7 – WAGES

See Appendixes A and B

ARTICLE 8- HOURS OF WORK and OVERTIME

A. The standard workweek for full-time employees covered by this contract shall consist of 40 hours work within seven consecutive days (24 hours), unless otherwise specified in the job description or at the time of appointment. The workweek will be comprised of five days Monday through Friday with the official work week and weekly pay period for all employees shall begin Tuesday at 12:01 am and end on Monday at 12:00 midnight. The Animal Control Officer works a non-traditional 40 hour workweek.

B. Overtime compensation is paid to non-exempt employees in accordance with federal and state wage and hour laws and regulations. Overtime is payable for all hours worked over forty (40) hours per week at a rate of one and one-half times the non-exempt employee's regular hourly rate. Overtime compensation is paid to non-exempt employees in accordance with federal and state wage and hour laws and regulations. Overtime is payable for only actual hours worked over forty (40) hours per week, at a rate of one and one-half times the non-exempt employee's regular hourly rate, except that Holiday hours paid to the election worker in an election week will count as "hours worked" for overtime purposes during that work week. Holidays hours paid in any week other than an election week will not count as "hours worked" for overtime purposes.

C. Overtime compensation shall be paid either in the form of wages or compensatory time off. Employees must specify whether they prefer to receive overtime pay or be credited

with compensatory time off prior to working the overtime hours. An employee who does not request compensatory time off will receive overtime wages. Employees may accrue up to 40 hours of compensatory time, which they shall be eligible to use when requested, unless use at the requested time would unduly disrupt the operations of the department.

D. If the Animal Control Officers schedule is changed the employee shall have an opportunity to provide comments before the change is implemented. For call backs the Animal Control Officer shall receive a minimum of two hours pay at time and one half (1 ½) his/her regular hourly rate.

ARTICLE 9- SENIORITY

The Town agrees to establish a seniority list naming all unit employees listing their latest date of hire with the Town, date of hire with their current department and date of hire with their current position. The Town shall supply a seniority list on January 1st (or the first working day in a new calendar year) to the Shop Steward and the Union Business Agent.

ARTICLE 10- VACATION

A. Regular full-time employees covered under this agreement are entitled to the following vacation benefits:

- (1) After one consecutive year of employment, two weeks of paid vacation (following probation accrued time can be taken).
- (2) After seven years of consecutive employment, three weeks of paid vacation.
- (3) After 14 years of employment, four weeks of paid vacation.
- (4) After 20 years of employment, five weeks of paid vacation.

Eligible regular part-time unit employees will receive either 75% or 50% of this benefit described in Subsections A (1) through (4) above.

B. Accrued vacation must be taken within one year after the anniversary date on which it is accrued, except for the following: A maximum of five vacation days may be carried over from one year to the next year. Carry-over days shall not accumulate on a year-to-year basis.

C. Vacations shall be scheduled at a time mutually agreed upon between the employee and the appropriate department head or his/her designee. Any day taken without prior agreement by the department head or his/her designee will be considered an

unexcused absence.

Vacation time will not continue to accrue while an employee is out on unpaid leave.

ARTICLE 11- HOLIDAYS

A. Town holidays are as follows:

New Year's Day

Martin L. King Day

Presidents Day

Memorial Day

July 4

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

B. The above is to be defined as follows:

All regular full-time employees are to be paid 1/5 of a regular workweek for holidays. Regular part-time employees whose normal workweek is at least 20-29 hours per week shall receive either 50% of their normal pay for the day provided the holiday falls on a day they would normally work. Regular part-time employees whose normal workweek is at least 30-39 hours per week shall receive 75% of their normal pay for the day provided the holiday falls on a day they would normally work.

C. An eligible employee who works on a holiday will be paid holiday pay at the rate of time and 1/2 the regular hourly rate in addition to the pay set out in Subsection B above.

D. If the Animal Control Officer works on a holiday, he/she shall take another day off during the same work week.

Employees out on unpaid leave will not be paid for holidays that occur during the

unpaid leave.

ARTICLE 12- SICK LEAVE

- A. Regular full-time employees shall be entitled to accumulate one eight-hour day of sick leave per month, and regular part-time employees eligible for benefits shall be entitled to accumulate either six hours(for employees who work between 30-39 hours per week) or four hours(for employees who work between 20-29 hours per week) of sick leave per month. Employees out on unpaid leave will not continue to accrue sick leave during the unpaid leave.
- B. To obtain paid sick leave, an eligible employee shall notify his/her department head of his/her absence no later than the time he/she is due to report for work.
- C) If an employee is absent for more than three (3) consecutive days, the Employer may require medical proof for said sick leave, in which case the employee involved may be required to provide a written statement from his physician certifying the necessity for said absence, and the ability of the employee to return to work and perform the required functions of the employee's duties. Should the Employer require a medical statement, the Employer shall pay the portion of the cost for the visit which is not covered by medical insurance.
- D) 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. The costs of such exam by a third doctor to be shared by both parties. Sick leave shall not be used for illness or injury which results directly from outside employment
- E. On separation, an employee is entitled to be paid for 1/3 of the total unused sick leave, to a maximum of 40 days. The amount of payment shall be calculated based on the employee's straight-time hourly rate of pay on the date of separation. Payment shall be subject to the following:
 - (1) All employees must provide a minimum of fourteen (14) calendar days' notice.
 - (2) Employees who are dismissed for cause shall not be eligible for payment of

unused sick leave.

- (3) Employees who are on layoff and choose to receive the one-third payment shall have the option of restoring the accumulated sick leave by returning the one-third payment should they be recalled.
- (4) Upon an employee's death, 100% of earned and accrued sick time shall accrue to the employee's designated beneficiary or estate.

F. Employees will be allowed to utilize up to forty (40) hours of sick leave per year to care for their spouse, parents or children, who are domiciled with the employee.

ARTICLE 13- CITIZENS OBLIGATION LEAVE

Employees shall be granted leave with pay when it becomes necessary for them to be absent from work for the purpose of such citizenship obligations as jury duty, witness (when properly subpoenaed), voting, giving blood during a town sponsored event and other similar obligations; provided, however, that should any fees be paid the employee, the employee shall receive as wages the difference between his/her regular wages and the amount of fees so paid, if any, if such fee is less. All notices to an employee to appear for any citizenship obligation shall be presented to his/her department head in order for him/her to be eligible for payment of wages during his/her absence.

ARTICLE 14- BEREAVEMENT LEAVE

In the event of the death of the employee's sister, brother, father-in-law or mother-in-law, the employee shall be entitled to up to three days' leave for the purpose of attendance at the funeral and assisting in the necessary family arrangements and up to five days in the case of a spouse, domestic partner (as defined in Appendix B), mother, father or child. In cases where travel arrangements or other unusual circumstances prevail, the Town Manager may, at his discretion, grant additional time which the employee may take without pay. An amount of leave time, to be determined by the Town Manager but in no case to exceed one day, will be allowed at funerals for other relatives or persons actually living in the same household.

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 sick leave must be used when an employee is on Family and Medical Leave, the remaining Family Medical Leave shall be unpaid. The employee may elect to utilize his/her vacation time after they have exhausted their sick time. The balance of Family 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 time, 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 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- INCLEMENT WEATHER

During inclement weather, all Town facilities are expected to remain open during their respective hours and days of operation. In the event of extremely adverse weather conditions, the Town Manager or designee shall determine if employees may be relieved of duty and when Town facilities are to be closed. Employees dismissed from work due to closure of facilities shall be allowed to use vacation, comp time and sick leave as compensation for the hours in which Town offices are closed.

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 insurance plan which shall be deducted from the employees' pay checks.

Part-time employees are eligible to receive employer paid health insurance on a pro-rata basis with employees who work between 30-39 hours eligible to receive 75% of the benefit and employees who work between 20-29 hours per week eligible to receive 50% of the benefit.

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 covered by this Agreement to participate in the Town's "buy-out" insurance procedures. Employees electing to participate in the buyout program shall receive 60% of the Town's annual single premium to be distributed yearly in the month of December. To qualify for the "buy-out" the employee must annually provide a written certification that the employee and his or her tax dependents have health coverage from another source that is not an individual policy. 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.

So long as there is no break in coverage, a member of the bargaining unit who retires under a recognized plan with the Town, after attaining at least age sixty (60) with ten (10) years of service may continue to be included by the Town with the active group for purposes of continuing his/her health insurance by remitting to the Town the full amount of the monthly contributions that is required under the collective bargaining agreement, as long as full monthly payment is made by the first of the active month. Upon reaching the age of eligibility for Medicare the retiree no longer qualifies for group health insurance, and the Town shall not contribute to any such retiree's participation thereafter.

The Town will offer a Section 125 reimbursement accounts to all eligible Town employees under this agreement.

Disability Insurance. The Town agrees to offer the employees a weekly income protection

plan, starting within sixty (60) days of ratification of this agreement. The cost of Disability Insurance Plan shall be the responsibility of the employees. The plan will pay the employee a minimum of seventy percent (70%) of his/her weekly base pay. The employee may elect to use accumulated sick time to make up the remaining thirty percent (30%). This plan provides income protection from the first day on accident: eight day on sickness and is available for up to 26 week's duration. Sick leave can be used for the first eight days. If accident/illness is covered by worker's compensation, then this benefit is not applicable.

Life Insurance. Employees may subscribe to additional Life Insurance as provided by the Life Insurance Carrier. Such additional insurance will be paid by the employee through payroll deduction.

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 (6.0%) of the employee's gross wages. The Town match will go into the ICMA RC 401 plan only; the employee contribution will go into the ICMA RC 457 plan. Part-time employees may participate fully in the ICMARC benefit.

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 six percent (6.0 %) per year for the duration of this Agreement. Any increases in the Employer participation share of the MainePERS AN Plan above six percent (6.0 %) 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 - 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 has 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 Department Head and shall be limited to two (2) hours per week for the Steward and Alternate combined. 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 Town Manager, 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 23 - 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 Town Manager 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 24 - UNIFORMS AND EQUIPMENT

The Town shall continue to provide the Assistant Code Enforcement Officers the following:

- 1-Pair steel toed boots or sneakers per year

- 3-Long sleeve shirts per year
- 3-Short sleeve shirts per year
- 2-Baseball Style hats per year
- 1- Winter Coat per year
- 1-Three season coat per year
- 1-Pair of gloves per year

The Town shall provide the Animal Control officers the following:

- | | |
|---------------------------------|-------------------------|
| 2 – Long sleeve uniform shirts | 1 – Necktie |
| 2 – Short sleeve uniform shirts | 1 – Tie bar |
| 2 – Pair of uniform pants | 1 – Set of collar brass |
| 2 – Pair of uniform shorts | 1 – Name tag |
| 1 – Pair of summer footwear | 2 – Badges |
| 1 – Pair of winter footwear | 1- Black uniform belt |
| 1 – Summer uniform jacket | |
| 1 – Winter uniform jacket | |

The town will replace the above list on an “as needed” basis.

ARTICLE 25 – 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 26-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 Department Head 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 Department Head, 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 27 - 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 fourteen (14) calendar days prior to such termination. Failure to provide such notice shall be grounds for the Town to refuse to re-employ said employee.

ARTICLE 28 - PAYROLL DEDUCTIONS

Following receipt of a signed authorization from the employee, 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 following receipt of a signed authorization from the employee. 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 29 - 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 and Business Agent, 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 at the time of suspension. A hearing will be held before any employee is terminated.

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 30 - 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 meeting 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 31 - 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 an assigned Town's vehicle or equipment to be unsafe, he/she shall notify his supervisor who, in turn, shall arrange for or conduct an appropriate inspection and shall determine whether the vehicle or equipment is safe for use.

ARTICLE 32 - 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 33 - SAVINGS CLAUSE

If any provision of this Agreement shall be contrary to any state laws, such conflicts shall not affect the validity of the remaining provisions.

ARTICLE 34 - UNION MEETINGS

The Union may conduct its business, including the conduct of Union meetings, at the Town Hall. The conduct of Union Business shall not create an undue burden to the normal activities of the Town.

ARTICLE 35 - UNION STEWARD

When disciplinary action is likely to result to an employee, she/he shall have the right to be represented or accompanied by the Union Steward or other Union Representative when appearing before the Town Manager, or his/her designee.

ARTICLE 36 - 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 weekly 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 weekly 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 financial institution each month. There will be no remittance to the financial institution for any deductions for those weeks during which the employee's earnings shall be less than the amount authorized for deductions.

ARTICLE 37- DURATION OF AGREEMENT

Except as otherwise herein specifically stated, this Agreement shall be effective as of July 1, 2017, or upon ratification, whichever is later, 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 _____ day of _____ to be effective as of _____.

Town of Wells

Teamsters Local Union No. 340
affiliated with the International
Brotherhood of Teamsters, Chauffeurs,
Warehousemen and Helpers of America

Kirk J. Elliott

[Signature]

[Signature]

Betty La

[Signature]

[Signature]

Appendix A to General Government Unit Contract

Position Classification Plan

Grade 1

Assistant Tax Collector
Assistant Town Clerk
Assessing Clerk

Grade2

Police Administrative Assistant
CEO (Code Enforcement Officer) Administrative Assistant
Assistant Tax Collector/BMV Agent
Assessing Technician

Grade3

Finance Office Manager/Payroll and Accounts Payable Specialist
Assistant Code Enforcement Officer (ACEO)
Animal Control Officer (ACO)
Deputy Town Clerk/Registrar of Voters
Deputy Town Clerk/Office Manager

Grade 4

Police Executive Assistant
Fire Executive Assistant
Administrative CEO (Code Enforcement Officer)
Assistant Planner
Deputy Assessor
Accountant

Appendix B WAGES to General Government Unit Contract

Current/ FY 2017

Grade	Entry	1 Yr	3 Yr	5 Yr
1	15.53	16.21	16.91	17.59
2	15.93	16.61	17.30	17.99
3	19.54	20.41	21.28	22.15
4	20.21	21.11	22.00	22.91

FY 2018* 1.025

Grade	Entry	1 Yr	3 Yr	5 Yr
1	15.92	16.62	17.33	18.03 (2.5%) across
2	18.10	18.50	18.90	19.30 adjusted
3	20.03	20.92	21.81	22.70 (2.5%) across
4	22.75	23.05	23.40	23.75 adjusted

FY 2019† 1.025

Grade	Entry	1 Yr	3 Yr	5 Yr
1	16.32	17.03	17.77	18.48
2	18.55	18.96	19.37	19.78
3	20.53	21.44	22.36	23.27
4	23.32	23.63	23.99	24.34

FY 2020‡ 1.03

Grade	Entry	1 Yr	3 Yr	5 Yr
1	16.81	17.54	18.30	19.03
2	19.11	19.53	19.95	20.38
3	21.15	22.09	23.03	23.97
4	24.02	24.34	24.70	25.07

*Employee David Johnson grandfathered FY17 Grade 3 base rate of pay is adjusted by the annual increases and does not follow the regular schedule. FY18 \$23.13/hour; FY19 \$23.71; FY20 \$24.42.

Longevity (Yrs 1-2: FY18 and FY19)

Employees shall receive longevity according to the following:

- After ten (10) years of continuous service - \$.15 per hour.
- After fifteen (15) years of continuous service - additional \$.20 per hour (\$.35 total).
- After twenty (20) years of continuous service - additional \$.20 per hour (\$.55 total).
- After twenty-five (25) years of continuous services- additional \$.18 per hour (\$.73 total).
- After thirty (30) years of continuous service - additional \$.17 per hour (\$.90 total).

The maximum an employee covered by this Agreement can receive in longevity payments is \$.90 per hour.

Longevity (Yr 3: FY20)

Employees shall receive longevity according to the following:

- After ten (10) years of continuous service - \$.30 per hour.
- After fifteen (15) years of continuous service - additional \$.40 per hour (\$.70 total).
- After twenty (20) years of continuous service - additional \$.40 per hour (\$1.10 total).
- After twenty-five (25) years of continuous services- additional \$.35 per hour (\$1.45 total).
- After thirty (30) years of continuous service - additional \$.35 per hour (\$1.80 total).

The maximum an employee covered by this Agreement can receive in longevity payments is \$1.80 per hour.

APPENDIX C

Wells General Government

The term "domestic partner" (also known as "spousal equivalent") is defined as a person of the same or the opposite sex with whom an employee has a long-term intimate and committed relationship for 2 continuous years or more. Both parties must be 18 years of age, competent to contract and be each other's only mate. Neither partner can be married to anyone else and cannot be blood-related to the degree that legally prohibits marriage. Domestic partners must live together at the same permanent residence, be jointly responsible for each other's common welfare, and be financially interdependent. Furthermore, neither partner can have signed a domestic partner affidavit with any other partner within the last 2 years. Employees must execute an affidavit supporting the facts described above in order to be eligible for bereavement leave.