

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

TOWN OF

WELLS

&

TEAMSTERS UNION LOCAL
340 FOR THE PUBLIC WORKS
UNIT

DATES: July 1, 2023
To
June 30, 2026

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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 Public Works Department (Transfer Station Attendant; Equipment Operator; Facilities Manager; Transfer Station Manager; Foreman, 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, or in any way deprive any individual employee of employment opportunities because of such individual's race, color, sex, marital status, age, religion, national or ethnic origin, physical or mental disability, pregnancy, veteran status, sexual orientation, gender identification, except where based on a bona fide occupational qualification.

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 their 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.

It is understood that the Town will only collect dues and service fees when the Union presents the Town with the employee's signed payroll deduction authorization form after the employee has completed their six (6) months probationary period. 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 their 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

Employees covered under this Agreement will refer to Appendix A for wages.

Employees who are assigned to work more than 1 day in the Foreman position or the Transfer Station Manager shall receive the rate of pay of that position at the same years of service level.

The Equipment Operator assigned by the Deputy Director and Mechanic to assist the Mechanic shall receive a \$2.50 per hour stipend while actually performing such mechanic assistant duties. The Equipment Operator shall not perform any mechanic duties that they are not trained or licensed to perform.

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 shift shall include a daily paid 30-minute lunch break.

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, which shall include a daily paid 30-minute lunch break. 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 either (i) for hours assigned and worked beyond eight (8) hours per day (beyond ten (10) hours per day during the summer schedule, or (ii) forty (40) hours a week, but not both. While being paid daily overtime, there shall be no stacking of overtime. For the purposes of this Article, "hours worked" shall mean only hours actually worked and hours compensated for by bereavement, vacation, personal, and holiday pay. For the period of time between November 1 and March 31 only sick time will be included as "hours worked." The Director or their designee shall have the discretion

to direct employees not to report to work for a scheduled shift, or to require employees to cease work and go home during a scheduled shift. If employees are directed by the Director (or her/his designee) not to report to work or to leave work during a scheduled shift, employees may utilize accrued earned paid leave hours at their straight time (non-overtime) rate during such hours but are not required to do so. Under such circumstances, employees have the discretion to use earned accrued time or to take the time as unpaid time off.

C) Call Back – Effective 12-5-2023, any unit employee called to work outside their regularly scheduled shift shall be paid a minimum of four (4) 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.

D) 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 80 hours. Requests to utilize comp time shall generally follow the same process as requests to utilize vacation. However, the Director of PublicWorks 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.

E) 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.

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

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

Months from/to	Monthly hours accrued	Yearly accrued hours	Max Accrued
0 to 24 months	6.667	80	160
25 to 48 months	8.00	96	192
49 to 108 months	10.00	120	240
109 to 168 months	12.00	144	288
169 to 228 months	14.667	176	352
229 months +	16.667	200	400

Employees who are out on unpaid leave are not eligible and will not accrue vacation time during such unpaid leave.

The parties agree that the first forty (40) hours of vacation used each year satisfies the Maine Earned Paid Leave statute and acknowledge that the accrual rates for vacation time exceed the requirements of the Maine Earned Leave statute.

ARTICLE 11 - HOLIDAYS

The following shall be recognized as paid holidays:

New Year's Day
 Martin Luther King Day
 President's Day
 Memorial Day
 Juneteenth
 Independence Day
 Labor Day
 Columbus Day
 Veteran's Day
 Thanksgiving 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 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 their 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 (sick leave maximum accrual is 120 days,) 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, (up to a maximum of 120 days). Employees shall be paid for one-half (1/2) of their total accrued sick leave, up to a maximum of 60 days, which represents 50% of maximum accrual of 120 days, upon retirement from Town employment. Said retirement shall be defined as receiving retirement payments from Maine Public Employees

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.

ARTICLE 13 – PERSONAL DAYS

Personal Days. Members of the bargaining unit shall be provided two (2) personal days annually on or about July 1st. The personal days shall have no cash out value, nor shall they be carried over into the following year.

ARTICLE 14 - PANDEMIC POLICY

If there is a Federal or State pandemic and an employee is unable to work because the employee is quarantined (pursuant to Federal, State, or local government order or advice of a health care provider), and/or experiencing symptoms and seeking a medical diagnosis, the Town of Wells will pay them for their absence at the employee's regular rate of pay without requiring use of the employee's own paid time.

If an employee does not follow the prescribed guidelines following a pandemic, on their own time or while at work, and they are unable to work, they will be required to use their own paid time for their absence.

If the federal or state government provide paid time off during an event, the employee shall not receive payment from the employer, unless it is less than the employee's regular hourly rate of pay.

The Town Manager shall oversee this policy and work with Department Heads when or if this occurs.

ARTICLE 15 - PHYSICAL FITNESS

Whenever the Town Manager or a department head has reason to believe that the physical condition of an employee is endangering their own health and safety, or the health and safety of others, and/or the ability to perform their job duties, they 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 their 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 16 – JURY DUTY

An employee called to serve on a jury shall be permitted to serve on that jury, and the Town shall pay the employee the balance between the employee's regular compensation and the compensation the employee receives as a juror. An official document of jury compensation must be presented to receive commensurate pay. An employee who is serving on a jury shall report to his or her work location whenever they are not required to be at the courthouse during regular work hours.

ARTICLE 17 – BEREAVEMENT LEAVE

In the event of the death of an employee's spouse, legally recognized partner, child, mother, father, the employee shall be granted five days' leave of absence, with full pay, to make household arrangements and arrange for or attend death services. In cases where travel arrangements or other unusual circumstances prevail, the Town Manager may, at their discretion, grant additional time, which the employee may take without pay.

In the event of the death of an employee's sister, brother, stepparents, stepchildren, grandmother, grandfather, spouse's grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law or brother-in-law, the employee shall be granted up to three days' leave of absence, with full pay, to make household adjustments and arrange for or attend the death services. This provision shall also apply to out-of-Town deaths. The employee may be required to furnish their immediate supervisor with proof of death. For relatives other than those mentioned above, such as aunt, uncle, niece, nephew or first cousin, one day's leave, with pay, to attend the funeral will be granted. The Town Manager may grant additional leave, paid or unpaid, under this subsection in unusual or exceptional circumstances.

ARTICLE 18 – MILITARY LEAVE

Employees shall be granted military leave of absence pursuant to USERRA, 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 calendar year.

ARTICLE 19 - FAMILY AND MEDICAL LEAVE AND PARENTAL LEAVE

The Employer agrees to integrate the provisions of the Family 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 their 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.

Parental Leave – A regular full-time employee who has completed at least one full year of employment with the Town will be granted an additional two (2) weeks of paid sick time upon the birth or adoption of their child to be used concurrently with Family Medical Leave and supplemental to short-term disability coverage, if applicable, approved for the same reason. Such time shall be in addition to the employee's current paid sick time balance.

Parental leave expires twelve (12) months after the date of birth or placement. Effective 1-1-2026, the new State of Maine Paid Family Medical Leave law will supersede this section.

ARTICLE 20 - 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 21 - 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 22 - 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.

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.

Buyout: All full-time employees who have health insurance coverage from another eligible group shall receive 60% of the premium cost for a single subscriber in cash on a monthly basis. To qualify for this option, the employee must provide satisfactory proof of health insurance coverage on an annual basis. Married or legally partnered Town employees who both work for the Town are eligible for the buy-out plan or the partner may take their insurance plan at a single rate. Employees electing to participate in the buyout program shall annually provide the Town with a written certification that the employee and their tax dependents have health coverage from another source that is not an individual policy.

ARTICLE 23 - 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. Mission Square. The Town agrees to match the employee's contribution to the Mission Square Plan up to a maximum of seven percent (7%) of the employee's gross wages. The Town match will go into the Mission Square 401a plan only; the employee contribution will go into the Mission Square 457 plan.

OR

B. MainePERS AN Plan. The Union and the Town agree to participate in the MainePERS AN Plan. The Town and the participating unit member shall each pay its contribution as may be set annually by MainePERS. Effective 7-1-2024, employees who are already in the MainePERS AN plan shall be converted to the AC plan.

ARTICLE 24 – CELL PHONE ALLOWANCE

The Town recognizes a need for the use of cell phones by Department of Public Works employees in the performance of their duties, and therefore shall provide a cell phone allowance in the amount of \$15.00 per month. The employee is responsible to meet the same standard of service with their personal phone that they would meet if the Town issued them a phone. The cellular telephone they use will be their personal property and therefore the employee will be responsible for the capital cost of the phone and the decision whether to carry insurance on the phone at their own expense.

ARTICLE 25 -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 26 - OUTSIDE EMPLOYMENT

Regular employees may obtain outside employment with permission of the Public Works Director. Such employment shall not hinder the employee in the impartial or efficient performance of their duties. In any event, no employee shall fail to appear for mandatory work shift or assignment due to conflicting outside employment commitments.

The Public Works Director shall not exercise their 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 27 - STEWARDS AND ALTERNATES

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:

- The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- The collection of dues authorized by appropriate Local Union action.
- 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.

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 their 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 Public Works Director, 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 28- 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 29 - 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 fifty dollars (\$250). The boots purchased shall be ASTM-quality safety boots. In no case shall this boot allowance be used to purchase anything other than work boots, work boot liners, work boot inserts and work boot laces. 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 Public Works Director, 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 choice of a total of eleven (11) uniforms through a uniform service OR up to \$1,000.00 annually toward clothing approved by the DPW Director to be purchased through a vendor/requisition process or reimbursement with a detailed receipt. Any embroidery/lettering shall be approved by the DPW Director.

ARTICLE 30- 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 31 - 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 32 - 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 Public Works Director within ten (10) business days from the date they 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 ten (10) business days of the meeting with the Public Works Director, submit the grievance in writing, to the Town Manager, and Union Business Agent.

D) The Town Manager shall render their decision in writing to the Shop Steward or Alternate and Union Business Agent within ten (10) business 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 ten (10) business 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) business 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 ten (10) business 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 their own grievances as set forth in Title 26, MRSA.

ARTICLE 33 - 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.

Employees will be requested to meet with HR for an exit interview.

ARTICLE 34 - PAYROLL DEDUCTIONS

- The Town shall deduct regular monthly dues and fees (including agency fees, or service fees and initiation fees) upon receipt of a signed authorization from each employee (a copy of which is to be retained by the Town) and a certified statement from the Secretary Treasurer of the Local Union as to the amount of the dues and fees. Such Authorization shall be for the life of the Agreement or their employment, if shorter, and shall be continued thereafter if an Agreement exists between the employer and the Union, unless an employee notifies the Union in writing no more than twenty (20) days and no less than ten (10) days before the expiration of the Agreement of their desire to revoke their authorization for check off.
- The Town shall forward all such dues so collected to the Secretary-Treasurer of the Local Union before the tenth (10th) day of each month following the month in which deductions are made.
- Delinquent Dues — Upon notification by the Union of delinquent dues or fees and authorization from the employee, the employer shall deduct the delinquent dues or fees in addition to the deduction for regular dues or fees.
- The Union shall indemnify and hold the Town harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues or fees and remitting the same to the Union pursuant to this Article.

ARTICLE 35 - 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 their 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 they request 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 them an opportunity to consult legal counsel, conduct an investigation, and prepare a defense. The hearing, which shall be before the Town Manager or in their 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 their representative at any time during the hearing. Any disciplinary action taken against a member shall be subject to the grievance procedure.

ARTICLE 36 - 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, the employee shall comply with the rules and then grieve if the employee feels they have been wronged. The disciplinary measure stands should the employee be found to have violated the rules and regulations or any provisions of this Agreement.

ARTICLE 37 - 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 their official personnel record. Inspection shall be during regular business hours and shall be conducted under supervision of the Town Manager or designee. A member shall have the right to make duplicate copies for their own use. No records shall be withheld from a member's inspection. A member shall have the right to have added to their personnel file a written, signed, and dated refutation of any material which they consider 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, they 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 38 - 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 their vehicle or equipment to be unsafe, the employee shall notify their supervisor who, in turn, shall arrange for the mechanic to 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 their immediate superior said accident and any physical injury sustained. Said report will be made on a proper form provided by the Town.

ARTICLE 39- POLITICAL ACTIVITY

No employees shall participate in any political activity during working hours. Employees must not promise favors as a reward for the political activity of others. Town employees shall not circulate petitions or campaign literature for elected Town of Ogunquit officials or in any way be concerned with soliciting or receiving subscriptions, contributions, or political service from any person or for any political purpose pertaining to the government of the Town while during working hours.

This rule is not to be construed to prevent Town employees from beginning, or continuing to be, members of any political organization, from attending political meetings, from expressing their views of political matters, from voting with complete freedom in any local state or national election or exclude them from forming a union or joining one. Town employees who accept any official position within the Town's municipal organization are expected to resign from positions where there may be a conflict of interest or an incompatibility of offices.

ARTICLE 40 - 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 41- 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 42 - 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 43 - 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 their 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 44 - MAINTENANCE OF BENEFITS

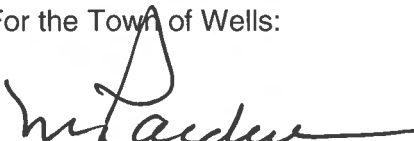
It is mutually agreed that negotiable benefits or terms and conditions of employment affecting the members of this unit which are not covered by this Agreement, shall remain in force throughout the duration of this Agreement, subject to established procedures for changing these negotiable benefits or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

ARTICLE 45 - DURATION OF AGREEMENT

Except as otherwise herein specifically stated, this Agreement shall be effective as of July 1, 2023 and shall remain in full force and effect until June 30, 2026.


IN WITNESS WHEREOF, the parties hereto have set their hands and seals this agreement on the 7th day of November 2023 following the unanimous vote of the Wells Board of Selectmen, and the members of the Teamsters Union Local 340 for the Public Works Unit.

For the Town of Wells:

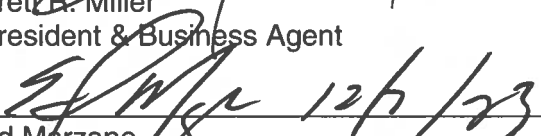


Michael W. Pardue
Town Manager

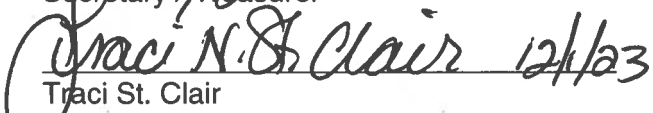
For the Teamsters Local Union No. 340:



Brett B. Miller
President & Business Agent



Ed Marzano
Secretary / Treasurer



Traci St. Clair
Business Agent

