

AGREEMENT  
between the  
Town of Windham and Teamsters Local 340  
for the  
Windham Public Works Highway Division  
July 1, 2018 - June 30, 2021

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This Agreement is entered into between the Town of Windham, hereinafter referred to as the "Town" and Teamsters Union Local 340, affiliated with the International Brotherhood of Teamsters hereinafter referred to as the "Union".

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26 M.R.S.A. 961-974, 1969 as amended) the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper employee morale and to promote effective and efficient operations.

### **Article 1 - Recognition**

- A. The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours and working conditions for all Highway Division employees within the Public Works Department, consisting of Truck Driver/Laborers, Equipment Operators, and the Highway Supervisor

### **Article 2 - Union Security**

- A. All bargaining unit employees shall have the right to join the Union or refrain from doing so. No employees shall be favored or discriminated against either by the Town or by the Union because of membership or non-membership in the Union. The Union recognizes its responsibilities as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.
- B. All employees covered by this agreement shall be informed by the Town at the time of hire of the existence of this agreement. The Town shall promptly notify the Union of the name and address of each employee hired into the bargaining unit.
- C. The Union shall indemnify, defend and hold harmless against all claims and suits which may arise as a result of action taken pursuant to this article and in the collection of dues and/initiation fees.
- D. The Town shall deduct regular monthly dues and initiation fees upon receipt of the employee's signed authorization form from the union, (a copy of which is retained by the Town) and a certified statement from the Secretary-Treasurer of the Local Union as to the amount for dues. The Town shall forward all such dues so collected to the Secretary-Treasurer of the Local Union before the fifteenth of the month following the month in which deductions were made.

### **Article 3 - Management Rights**

The Union agrees that the Town has all rights and authority to manage its operation and to direct its work force, except those rights which are specifically abridged, modified, or delegated by the provisions of this Agreement. The Union further recognizes the right of the Employer to

establish rules and regulations so long as those rules and regulations are not inconsistent with the provisions of this Agreement.

#### **Article 4 – Access to Premises**

- A. **Conditions of Access.** Duly authorized representatives of the Union shall be permitted access into work areas for the purpose of transacting business which shall include investigating and adjusting grievances, investigating working conditions, and contract administration. In no event shall such activities interfere with the work performance of the employee(s).
- B. **Notification to Supervisor.** The duly authorized representative will, in all cases of access, notify the non-bargaining unit supervisor or his/her designee, of his/her presence.

#### **Article 5 – Stewards and Alternates**

- A. The Town recognizes the right 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:
  - 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 that shall originate with and are authorized by the Local Union or its employees, 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 Director of Public Works. The Alternate shall serve only in the Steward's absence from work for his/her shift. Such time spent in the duties and activities described in this Article shall be considered time worked.
- C. With the permission of the Director of Public Works, the Steward (or the 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 6 – Bulletin Board**

The Town agrees to provide suitable space for and maintain a bulletin board in a suitable work location. The Union shall limit its use of the bulletin board to official Union business such as meeting notices and Union bulletins.

## **Article 7 – Grievance Procedure**

A Grievance is hereby jointly defined as any dispute; controversy or misunderstanding that may arise under the interpretation or application of this Agreement. The time limits for the processing of grievances may be extended by written consent of both parties.

- A. The aggrieved employee must present the grievance to the Shop Steward or Alternate within five (5) working days of knowledge of the grievance or the reason for the grievance has occurred.
- B. The Union shall take up the grievance with the Director of Public Works. If the Steward and the Director of Public Works have not resolved the grievance within ten (10) working days after the meeting between the grievant, Steward, and Director of Public Works, the Union shall submit such grievance in writing to the Union Business Representative and the Director of Public Works. The Director of Public Works will respond in writing within ten (10) working days or receipt of the grievance.
- C. Within ten (10) working days after the written response of the Director of Public Works is due, the Union Business Representative shall contact the Town Manager to arrange a meeting date to discuss the matter. Within ten (10) working days after such meeting (if economic issues are involved), the Town Manager shall render a decision on the grievance.
- D. The Town Manager or his designee shall provide to the Local Union or its authorized representative, time sheets and other records pertaining to the computation of compensation of any person whose pay is in dispute or records pertaining to a specific grievance.
- E. In the event the decision of the Town Manager as rendered pursuant to subsection (e) hereof is not acceptable to the Union, the Union may, within sixty (60) working days file a request with the Maine Board of Arbitration and Conciliation for arbitration of the grievance.
- F. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the specific provisions of this agreement. The arbitrator shall only consider and make a decision with respect to the specific issue submitted to him/her by the parties, and shall have no authority to make a decision on any other issue not so submitted. The Arbitrator's decision shall be final and binding on the parties and the Arbitrator shall be requested to issue the decision within (30) thirty days after the conclusion of testimony and final argument. Expenses for the Arbitrator's services and the proceedings shall be borne equally by the Town and the Union. However,

each party shall be responsible from compensating its own representative 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 the Arbitrator.

- G. Should the Town feel aggrieved as the result of the interpretation or application by the Union of any provision in this Agreement, the Town may seek adjustment of said grievance in the foregoing manner, except that the procedure may be initiated at step (C).

## **Article 8 – Work Rules**

The Town may adopt or amend reasonable work rules from time to time during the life of this Agreement. All rules or amendments thereto shall be posted on the bulletin board for a period of ten (10) days prior to becoming effective except in case of emergency. It shall be the responsibility of the employees to read the bulletin board.

Employees are required to abide by the terms of this Agreement and to comply with such reasonable rules and regulations as the Town may adopt which are consistent with this Agreement. Should there be any doubt as to the employee's obligations he/she shall comply with the rules and then grieve if he/she feels he/she has been wronged.

## **Article 9 – Discipline**

- A. Discipline for Just Cause. All discipline shall be for just cause, disciplinary action may include, but not limited to, verbal warning, written warning, suspension or termination.
- B. Appeals from Disciplinary Action. Employees shall have the right to appeal any disciplinary action in accordance with the provisions of Article 7.

## **Article 10 – DRIVE**

The employer agrees to deduct from the paycheck of all employees covered by this agreement voluntarily contributions to DRIVE. DRIVE shall notify the employer of the amounts designated by each contributing employee that are to be deducted from her/his 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 DRIVE 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 expenses incurred in administering the weekly payroll deduction plan.

## **Article 11 – Separation of Employment**

- A. Upon separation, the Town shall pay to the employee all wages, sick leave (pursuant to the Sick Leave Article), and vacation time earned to date. Payment for the aforementioned will be paid at the next regular payday.
- B. Upon an employee's death, payment will be made to the employee's estate.
- C. In all cases of voluntary separation the employee should provide the Town with written notice of intent to terminate employment not less than ten (10) working days (eight (8) working days from the second Wednesday of April through the second Tuesday of the following November prior to such termination.

## **Article 12 – 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 full-time service with the Town of Windham) listed first. Said list shall be amended from time to time as circumstances warrant. Seniority for the purpose of the Agreement shall be interpreted to mean the length of continuous service in the unit, only from the date of last permanent hire. Seniority shall be the controlling factor in all matters affecting vacation preference, lay-off and recall, which is subject to ability to perform the particular job.
- B. In the event it becomes necessary for the Town to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority within the unit, provided those employees remaining are capable of performing efficiently the available work with a reasonable amount of training. Should it be necessary to go outside the inverse order of seniority for lack of qualified people, employees will be afforded bumping rights. All affected employees shall be recalled in the reverse order of lay-off, provided such employees are capable of performing the available work. No new employees shall be hired until all employees on lay-off status have been afforded recall.
- C. The seniority list shall be posted on the department bulletin board on July 1st of each year and within (30) thirty days after the signing of this Agreement and confirmed copies thereof shall be sent to the Union. Any objections to the seniority list, as posted, must be reported to the Director of Public Works or his/her designee, within thirty (30) days from the date posted or it shall stand accepted and shall take full force and effect.
- D. In the event of a position elimination or reduction in force, union employees will have bumping rights to any position within the unit, in an equivalent or lower pay band, in which they are currently qualified, or would be qualified, with a minimal amount of training.

E. When an employee is demoted, not for cause (such as reduction in force), to a position for which they are qualified, they shall receive the rate in the lower pay range which provides the smallest possible decrease in pay. If the demotion is for cause, the Public Works Director may recommend that the Town Manager approve a lower step in the pay range.

### **Article 13 – Workweek/Overtime**

A. The regular workweek shall be (40) forty hours, as follows:

1. From the second Wednesday of April to the second Tuesday of November, four (4) ten hour days Monday through Thursday of each week from 6:00 a.m. to 4:30 p.m., including one-half hour unpaid,
2. From the second Wednesday of November to the second Tuesday of the following April five (5) eight (8) hour days Monday through Friday of each week from 7:00 a.m. to 3:30 p.m., including one-half hour unpaid,

B. The Public Works Director may change the workweek by mutual agreement with the union at any time during this Agreement to meet the Town's service needs.

C. All available open shifts and or overtime shall be offered, when possible, first to full-time employees by seniority before being offered to part time employees, according to the "Overtime Rotation List".

D. Special details offered to bargaining unit members will be offered by seniority.

E. Overtime at the rate of one and one half (1-1/2) times will be paid for all hours "worked" beyond the regular (40) forty hours each workweek; except that, from the second Wednesday of November through the second Tuesday of the following April (see paragraphs A (1, 2) above), overtime shall be paid for all hours worked outside the scheduled hours of work. Hours worked shall include all vacation, holidays, and only approved hours actually worked.

F. Employees who work outside special details within the Town of Windham shall be compensated at a rate equal to the highest bargaining unit employees' overtime rate and paid by the party requesting the service. The Town of Windham reserves the right to attach an administrative fee to these rates for costs incurred for the use or replacement of uniforms, vehicles and other town owned or supplied materials approved for use by the Director of Public Works.

G. Whereas the purpose of the existence of the Windham Public Works Department is to serve the inhabitants of the Town of Windham and the businesses located within its boundaries, employees of the department must be reasonably available at all times in the event of an emergency. The Town has purchased and furnished cell phones to some full-time employees for this purpose and requires that those full-time Public

Works employees required to carry these phones shall carry the phone issued to them at all times and will do their best to respond to any call within 30 minutes of its receipt – except while on vacation. Any employee required to carry the Town phone will be compensated \$100.00 per week while doing so.

- H. Employees called back to work shall receive a minimum of two (2) hours pay for the work which they are called back for at time and one-half (1½) the straight time hourly rate. Call back specifically pertains only to employees who have punched out after their regularly scheduled straight time work shift, and have to leave home or other location at the time they were called back, and actually return and perform work. Call back minimum shall not be cumulative to hours worked, at time and one-half (1½), in excess of the two (2) hour minimum. Employees shall be permitted reasonable travel time (considering the location of the employee's home and weather conditions) for response to a call back. If an employee is found to have taken an unreasonable period of time to report for a call back, except for unusual circumstances, then the employee shall be compensated only for the hours actually worked. The reasonableness of the response time shall be reviewed by the supervisor and the union prior to the withholding of minimum call back pay. Employees called back to work will not be expected to stay the full two (2) hours should that employee finish the task for which they were called in for in less than the two (2) hour call in.
- I. Employees shall have one fifteen minute paid break in the morning and one fifteen minute paid break in the afternoon. There will also be one 30 minute unpaid meal break midway through their shift each day. When working extended hours beyond their regular day employees will be allowed to return every three hours or as conditions warrant for a 30 minute paid break. Employees should clear these breaks with a Supervisor.
- J. Employees will be allowed to choose compensatory time instead of overtime pay up to a maximum accumulation of fifty-three and one-third (53 1/3) hours which is equal to eighty (80) straight time hours. Compensatory time shall be earned on a time and one-half (1½) basis. Compensatory time will be requested and approved in the same manner as vacation leave. Compensatory time may be taken as time off or paid out upon the employee's request. Employees will be allowed to carry compensatory time forward from year to year. Compensatory time will be saved on a rolling calendar year basis and the amount of hours saved may be increased at the Town Manager's or his designee's discretion.
- K. RESERVED: This space is reserved to address the use of equipment by non-CDL employees. [THE TOWN AND THE UNION MUTALLY AGREE TO WORK TO RESOLVE THEIR DIFFERENCES CONCERNING THIS ISSUE BY MARCH 31, 2019]

## **Article 14 – Jury and Witness Duty**

The Town recognizes that everyone has a civic responsibility to perform when called for jury duty, or to serve as a witness as a result of their employment. The Town will pay the regular rate of pay to an employee while on jury or witness duty. The employee shall reimburse the Town by surrendering all jury duty to the Town immediately upon its receipt. It is expected that employees will report to work each day and perform their regular duties during established working hours, except for the time actually engaged in jury service or in transportation to or from the place of jury service.

Any Town designated Holiday falling during the employee's absence due to jury or witness duty shall be paid.

## **Article 15 – Wages**

A. Effective November 28, 2018, a 2.5% COLA will be applied to all employees in the bargaining unit (as defined in Article 1 above) and wage adjustments will be made, as needed (see Appendix A). This COLA will not be retroactive, but if this Agreement is ratified by the bargaining unit and signed by December 12, 2018, employees will receive, in lieu of retroactive pay, a one-time lump sum payment of four hundred dollars (\$400.00)\*, which payment will be issued to employees on December 19, 2018 in a separate payroll check. Wages shall be adjusted by a 2% COLA effective July 1, 2019 and again on July 1, 2020. Step increases set forth in Appendix A shall be made effective on each employee's anniversary date of hire with the Town of Windham following a satisfactory performance evaluation, except that the years 2009-2010, 2010-2011, and 2011-2012 (three years) shall not be counted toward eligibility for step increases.

\*Pro-rated for those employees hired after July 1, 2018

B. On the date of the first payroll following November 1st of each year, employees who work over thirty (30) hours per week and have completed twelve (12) years or more of service on or before November 1st shall receive a longevity bonus. For purposes of this section, time served shall be calculated beginning with the employee's original date of hire. This bonus will be paid following a satisfactory evaluation and the recommendation of the appropriate Department Head and Town Manager. The total amount of the bonus will be paid in accordance with the following schedule:

YEARS OF SERVICE	AMOUNT OF ANNUAL BONUS
12 Years to and including 14 years	\$500.00
15 Year to and including 19 years	\$750.00
20 or More Years	\$1,000.00 PLUS \$100.00 for each Year completed over twenty

C. The years 2009-2010, 2010-2011, and 2011-2012 (three years) shall be counted toward eligibility for longevity bonuses, but longevity bonuses will not be paid out for those years.

- F. Employees other than equipment operators and the Highway Maintenance Supervisor who are assigned to operate a large street sweeper, backhoe, front end loader, grader, trackless or excavator shall receive acting pay of one dollar (\$1.00) per hour in addition to their regular hourly rate for all time in excess of one (1) hour worked in this capacity. Loading the employee's truck with sand or salt or other occasional non-assigned operation of specified equipment shall not render the employee eligible for acting operator pay.
- G. The hiring rate for experienced highway maintenance personnel will be decided on a case-by-case basis, depending on the level of experience and staffing concerns/requirements. In no case will a new employee be offered a rate of pay beyond step 4 on the wage scales (Appendix A.)

## **Article 16 – Education & Training**

- A. The Town may reimburse regular full and part-time employees, who have been employed by the Town for at least six (6) months, for up to two (2) job related college or technical school courses per year, to the extent funding has been requested and made available in any fiscal year.
- B. Reimbursement is based on a final grade of "B-," "passed," or better.
- C. Reimbursements are for registration and course costs only. The cost of time, travel, books and other materials is not included.
- D. Requests for educational assistance must be approved and signed by the Department Head and Town Manager. All approvals must be received prior to enrollment.
- E. Employees in their introductory period are not eligible to receive educational assistance.
- F. If an employee leaves employment of the Town of Windham prior to completion of a course, any outstanding agreements are not binding upon the Town, and any educational assistance reimbursements made within the past twelve (12) months are to be reimbursed to the Town through a deduction of net pay from an employee's final pay check.
- G. Employees will be reimbursed for courses upon submission of the following to the Town Manager:
  1. copy of invoice, canceled check or proof of payment,
  2. grade transcript.
- H. Reimbursement will not be paid unless all information is received within three (3) months from completion of the course. The Town will not prepay for any courses.

- I. The Town will reimburse employees the cost of renewing their commercial driver's licenses upon receipt of satisfactory proof of renewal.
- J. This program covers only costs not recoverable against the "GI Bill Benefits". The Town will not provide "double coverage" if you are receiving assistance under the GI Bill or from any other source.

## **Article 17 – Holidays**

- A. The following holidays shall be observed by all regular employees in the bargaining unit: (Actual date observed may vary from year to year).

New Year's Day	Labor Day
Martin Luther King Jr.	Columbus Day
Presidents' Day	Veterans Day
Patriots Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

The Town will strive to give each employee an actual day off for each holiday noted above. However, in order to maintain the continued service expected by the citizens of Windham it is physically impossible to give every employee each holiday off on the date that it actually occurs. For this reason the Town, at its discretion, shall:

- B. When four eight (8) hour shifts are worked with a holiday off, the holiday counts as eight (8) hours. When three ten (10) hour shifts are worked with a holiday off, the holiday counts as ten (10) hours, "or"
- C. If the employee is required to work the "actual" Holiday, that employee shall receive 8 or 10 hours at his/her base hourly rate for the holiday and time and one half for the shift hours worked. Thanksgiving and Christmas shall be paid double time (2x) for all hours worked plus the holiday at his/her base hourly rate.
- D. If the employee does not work on the holiday, he/she will receive 8 or 10 hours at the base hourly rate for the holiday, if he/she is/was working (8) eight or (10) ten hour shifts employee will be compensated accordingly.
- E. Holidays shall be counted as time worked for purpose of computing overtime.

## **Article 18 - Vacations**

- A. Vacation entitlement will be earned in accordance with the following schedule and may be used in hourly, daily, or weekly increments:

1. Eighty (80) hours per year, accruing at the rate of 3.0769 hours per bi-weekly pay period, from the date of hire through the completion of six (6) years of continuous employment.
2. One hundred twenty (120) hours per year, accruing at the rate of 4.6154 hours per bi-weekly pay period, after the completion of six (6) years of continuous employment.
3. One hundred sixty (160) hours per year, accruing at the rate of 6.1538 hours per bi-weekly pay period, after the completion of ten (11) years of continuous employment.

B. Vacation time for any individual employee may accrue up to twice the applicable annual accrual rate.

C. Accrued, unused and unpaid vacation time shall be paid as part of final pay upon termination of employment, subject to any final withholding by the town.

D. Employees shall not accrue vacation time during the introductory period, but shall be credited with vacation time according to the appropriate schedule upon the completion of the introductory period.

E. Holidays which fall within an employee's scheduled vacation time shall be paid as holiday hours, and shall not be charged against the employee's accrued vacation time.

F. Entitlement to vacations under this section shall be determined as of the employee's anniversary date each year. Vacations will be granted each calendar year according to seniority until April 1st, thereafter vacation time will be granted on a first come, first served basis, except that vacation requests of five (5) or more consecutive days off from and including December 1 to and including the following March 31 shall be made between November 1 and November 15, based on seniority; no employee's vacation request, once granted for the period from and including December 1 to and including the following March 31 may be superseded by (or "bumped") by another employee based on seniority.

G. Vacation time will be counted as time worked for the purpose of computing overtime.

H. Requests of fewer than five (5) consecutive work days off, including holidays, must be made at least twenty four (24) hours but not more one (1) year in advance. Requests of five (5) or more consecutive work days off, including holidays, must be made at least five (5) work days but not more than one (1) year in advance.

I. From the second Wednesday in April through the second Tuesday in November, no more than two (2) members of the highway crew may be scheduled for vacation at the same time. Additional vacation requests may be granted at the discretion of the Public Works Director or at the discretion of his/her designee.

- J. From the second Wednesday in December through the second Tuesday in April, no more than one (1) member of the Public Works Department may be scheduled off at the same time. Additional requests for winter vacations may be granted at the discretion of the Public Works Director or at the discretion of his/her designee. In the event of a storm he or she must be available when called for emergencies.
- K. Any denied vacation time by the Public Works Director or his designee will have the reason stated in writing on the vacation request form not more than two (2) working days following the date of the request.
- L. It is the Town's position that employees for family, health and safety reasons need time away from the stresses of the job. However two times the amount of vacation the employee is eligible for may be carried forward from year to year.

[IT IS MUTUALLY AGREED THAT THE TOWN AND THE UNION WILL WORK TOGETHER TO RESOLVE ISSUES CONCERNING THE SCHEDULING OF VACATION TIME BY MARCH 31, 2019]

#### **Article 19 - Sick Leave**

- A. Regular full time employees earn sick leave at the rate of ninety-six (96) hours per year at the rate of 3.6923 hours per bi-weekly pay period, and may accumulate no more than seven hundred and twenty (720) hours.
- B. Sick leave may be granted for any of the following reasons.
  1. Personal illness or injury,
  2. Personal medical or dental appointments which cannot be scheduled during other than working hours, or
  3. Absence required by serious illness or disability of a member of the employee's immediate family. Immediate is defined as spouse, mother, father, mother in law, father in law, son, daughter, or other person who has lived in the employee's household to have attained such status.
- C. The Town Manager or Department Head may require a certificate after three (3) days from a qualified physician certifying an employee's continued absence from work. A certificate of "fitness to return to work" from a physician may also be required.
- D. Misuse or abuse of sick leave may be cause for disciplinary action and may negatively affect the employee's performance evaluation.
- E. Upon termination of employment, any employee who has five (5) years of continuous employment will be paid for unused sick leave at one-half his or her regular pay provided that the employee provides the Town with notice as set forth in Article 11 (C). Upon involuntary termination, the pay-out of sick leave will be determined on

a case-by-case basis, depending on the nature, frequency and severity of the infraction(s).

## **Article 20 - Bereavement**

The purpose of bereavement leave is to attend funerals or memorial services, making arrangements for such services, attending burials, or attending to family as a result of a death. Leave with pay shall be granted to regular full and part-time employees for up to three (3) days, not necessarily consecutively but reasonably proximate to the death, funeral, memorial service, burial, or other similar event, upon the death of a parent, spouse, brother, sister, child, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parents or any other person who has lived in the employee's household. Special consideration may be made by the Town Manager or his designee when exceptional or unusual circumstances are a factor. Leave may be granted at the discretion of the Town Manager or his designee to attend the funeral of a distant relative or friend.

## **Article 21 - Leave of Absence**

- A. A regular employee may be granted a leave of absence without pay with the approval of The Town Manager, or their designee for a period not to exceed One year. After One year the employee may request an extension from the Town Manager or their designee.
- B. Failure of the employee to return to work at the expiration of the leave without having arranged for an extension will be deemed a resignation.
- C. The Union shall be notified, in writing by the town, of any such leave of absence within one (1) week of the effective day, if possible. If due to an emergency; the leave of absence is granted, notification to the Union will be made as soon as possible. The leave of absence shall be used for the purpose for which it was originally approved.
- D. Full seniority rights shall be maintained during a leave of absence. Employees may choose to continue insurance benefits for the duration of the leave of absence by assuming both the Employer and Employee contribution.
- E. The Town acknowledges and agrees to allow employees the rights and privileges afforded by the Federal Family Leave Act.

## **Article 22 - Reserve Military Service Leave**

Regular full and part-time employees who are members of the organized military reserves and who are required to perform field duty will be granted reserve service leave in addition to vacation leave, but not to exceed ten (10) working days in any calendar year. For any such period of reserve service leave, excluding weekend duty, the Town will pay the employee the balance between service pay and allowances and the employee's regular daily compensation, the

total equaling the regular pay of the employee had they been in the service of the Town during the period of leave, provided that the employee on reserve service leave furnishes their Department Head an official statement by military authorities giving their rank, pay, and allowances.

## **Article 23 – Health Insurance and Pensions**

- A. Workers' Compensation in accordance with State of Maine statutes will be provided by the Town for all employees. In most cases, there is a seven (7) day waiting period for employees to receive compensation for incapacity to work. Employees are expected to use sick and/or vacation time to cover this period. Additionally, employees will be allowed to use accrued, unused sick or vacation time to make up the difference between Workers' Compensation and their regular pay.
- B. Town participation in the cost of Group Hospital, Surgical, and Major Medical Insurance premiums shall be at the subscription level to which a regular employee is entitled by virtue of his/her eligible dependents or the subscription plan or level of coverage the employee selects, provided that the subscription premium does not exceed the family subscription rate of the so-called Maine Municipal Employees Health Trust PPO-500 Plan.

The Town will pay one ninety per cent (90%) for the cost of all Group Hospital, Surgical, and Major Medical Insurance under the Maine Municipal Employees Health Trust PPO-500 Plan for the employee and seventy five per cent (75%) of his or her dependent coverage.

The Town shall establish and fund, for the benefit and use of employees participating in the health insurance program, subject to applicable plan rules and regulations, health reimbursement accounts (HRAs) to cover plan co-insurance.

Maine Municipal Association Income Protection Plan Combined Disability shall be offered by the Town at the employee's expense.

- C. Should an employee choose to Opt Out of the Health Insurance he/she shall receive 40% of the cost of the plan such employee is eligible for. Employee is responsible for showing proof of being insured to the town. Employees who are married to another town employee or covered in any other way by another Town employee covered by the Town's Health Insurance plan, that employee shall not be eligible for the Opt Out payments.
- D. Employees will be eligible to participate in a deferred compensation retirement program as defined below:

Regular full-time employees shall be eligible to contribute to the program upon hire. The Town will match the employee's contribution to a maximum of six (6) percent of

the employee's regular wages after completion of the six (6) month introductory period.

### **Article 24 – Worker's Compensation Claims**

The Town agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing as required by law. The Town shall provide Worker's Compensation protection. The Town has discontinued its practice of providing "make up" pay, i.e. paying the difference between Workers' Compensation and an employee's regular pay. Employees are being allowed to use accrued, unused sick or vacation time to make up the difference between Workers' Compensation and their regular pay.

In the event that an employee is injured on the job, the Employer shall pay such employee his/her day's wages for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital or who must obtain medical attention shall receive pay at the applicable hourly rate for the balance of his/her regular shift on that day.

An employee who has returned to his/her regular duties after sustaining a compensable injury and who is required by the Worker's Compensation doctor to receive additional medical treatment during his/her regular scheduled working hours shall receive his/her regular hourly rate of pay for such time. Employees will report accidents as soon as possible to the Director of Public Works.

### **Article 25 - Uniforms and Equipment**

The Town will provide reimbursement to Public Works employees for the purchase of work clothing and footwear for each employee. For 2018-2019, 2019-2020, and 2020-2021 the amount shall be \$505.38. The Town shall provide reimbursement to employees who provide a valid receipt up to their allotted amount. Employees who wish to have waterproof "slush boot" overshoes or safety boots will be responsible for purchasing their own, but the Town may provide for bulk purchasing and reimbursement to those employees.

Required safety equipment will be provided by the Town. . Such items may include, but are not limited to, hardhats, safety glasses, vests, gloves, and ear protection.

Employees are expected to wear clothing that meets the department's SOP, and are clean and in good repair to the work site. Employees will not wear clothing with any obscene, derogatory, or otherwise offensive wording, pictures or gestures on them. Clothing must meet all department safety standards.

Some items of clothing are considered a taxable fringe benefit, such as pants, socks and gloves. Those items that have been embroidered with the "Town of Windham" and required safety boots/shoes are not considered a taxable fringe benefit.

## **Article 26 – Joint Standing Committee**

During the course of contract negotiations, the parties realize the difficulty of providing answers to all questions which may arise during the life of any collective agreement.

Toward this end, the parties agree to form a Joint Standing Committee to deal with unforeseen problems, events, and opportunities, which are in the best interest of the Town, the employees, the Union and its members. This committee agrees to review any pilot programs and ideas which might insure the retention of existing jobs, creation of new jobs, increase in the work available at the Town and other ideas concerning our ability to meet citizens' demand.

The committee will consist of three union representatives and three members of management. A quorum of five is necessary to convene a meeting. Either party may designate an alternate if regular a representative is not available. Other individuals may be asked to attend a portion of the committee meeting to provide input or information on an issue under consideration. The committee will endeavor to meet a minimum of once per quarter.

## **Article 27 - No Strike Clause**

Employees within the bargaining unit, the Union, and its officers at all levels agree that they will not instigate, promote, sponsor, or engage in any work stoppage or slowdown during the course of this Agreement. In the event that Union members participate in such activities in violation of these provisions, the Union shall notify its members so engaged to cease and desist from such activities and instruct the members to return to their normal duties. The Town agrees there will be no lockouts during the term of this Agreement.

## **Article 28 - Probationary Period**

## **Article 28 – Introductory Period**

Full-time and part-time employees appointed, promoted, or transferred within the Town shall serve an introductory period of six months. The introductory period shall be considered an extension of the selection process, and shall be used for the purpose of observing an employee's work habits, skills, competency, attitude and other pertinent characteristics for successful job performance. At any time during the introductory period, the Town may terminate or demote the employee for any lawful reason(s) without the burden of a just cause standard, and the employee will have no right to file a grievance.

## **Article 29 - 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, 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 individual employees of employment opportunities because of race, color, religion, sex, national origin, sexual orientation, age, or condition of handicap, except where based on a bona fide occupational qualification.

The Town and the Union agree that there will be no discrimination by the Town or the Union against any employee because of any employee's lawful activity and/or support of the Union.

### **Article 30 - Health and Safety**

- A. 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.
- B. The Town is responsible for meeting safety standards, which are considered to be minimum standards required by the Occupational Safety and Health Act of the State of Maine. Noncompliance with the act may result in fines and penalties to the Town. The Town shall provide proper safety devices for all employees engaged in work where such devices are necessary. Such devices, when provided, must be used/worn as intended.
- C. It shall be the employee's responsibility to inspect his/her vehicle/equipment for disrepair and to report such deficiency(s) to the Director of Public Works or his designee in writing on forms provided for that purpose (DVIR).

If a member of the unit deems his/her vehicle or equipment to be unsafe, he/she shall notify the Director of Public Works or his designee, who in turn, shall arrange for or conduct an appropriate inspection. The Director of Public Works or his designee determines the action to be taken with respect to continued use of the vehicle or equipment, should the piece of equipment be found safe by the DPW he or his designee shall sign off on such piece of equipment.

A Public Works Employee shall not be required to operate or use a piece of equipment or a duty-connected vehicle that the Director of Public Works or his designee has determined to be unsafe.

- D. An employee involved in any accident or sustaining a physical injury while on duty shall notify the Director of Public Works or his designee as soon as possible prior to end of the work-shift. Said report may initially be made verbally then followed up by a written report made on forms provided by the Town.

### **Article 31 - Savings Clause**

If any provision of this Agreement shall be contrary to law, such invalidity shall not affect the validity of the remaining provisions. The Town and the Union agree to meet and negotiate the impact as soon as possible upon notification of the declaration of invalidity of such clause.

### **Article 32 – Maintenance of Standards**

- A. Extra Contract Agreements. The employer agrees not to enter into any agreement or contract with members of the bargaining unit individually or collectively, which in

any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void. This shall not preclude the Union and the Town from entering into negotiating an approved addendum to this collective bargaining agreement.

- B. Availability of Agreement. Upon hire the employer shall also furnish new employees with a copy of the Collective Bargaining Agreement.

### **Article 33 – Credit Union**

The employer agrees to deduct designated amounts each week from the 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 or Bank each month. The employer shall not make deductions and shall not be responsible for the remittance to the Credit Union or Bank for any deductions for those weeks during which the employee's earnings shall be less than the amount authorized for deduction.

### **Article 34 - Duration of Agreement**

- A. Except as otherwise herein specifically stated, this agreement shall be effective as of July 1, 2018 and shall remain in full force and effect through June 30, 2021. If either party shall notify the other, in writing, at least 120 days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This agreement shall remain in full force and be effective during the period of negotiation and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.
- B. In the event that either party desires to terminate this Agreement, written notice of desire to cancel or terminate the Agreement must be given to the other party not less than sixty days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands and/or seals to this agreement.

FOR THE EMPLOYER:

Town of Windham

FOR THE EMPLOYEES:

Teamsters Union Local 340

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Don Gerrish, Interim Town Manager

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Brett Miller, President

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Phyllis A. Moss, H.R. Director

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Lorne Smith, Secretary/Treasurer

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Fred Genthner, Steward

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Forrest Lamb, Steward (alternate)

Dated \_\_\_\_\_

Dated \_\_\_\_\_