

Agreement Between  
The  
Town of York, Maine  
And  
York DPW Association  
For the  
York Public Works Department

July 1, 2016 – June 30, 2019

## Index

Article 1 Preamble .....	4
Article 2 Recognition .....	4
Article 3 Maintenance of Standards .....	4
Article 4 Management Rights .....	4
Article 5 Union Security .....	5
Article 6 Check off Authorization .....	5
Article 7 Access to Premises .....	6
Article 8 Grievance .....	6
Article 9 Stewards .....	7
Article 10 Union Activities .....	8
Article 11 Non-Discrimination .....	8
Article 12 Discipline .....	8
Article 13 Personnel Files .....	9
Article 14 Bereavement Leave .....	10
Article 15 Leave Benefits .....	10
Article 16 Separation of Employment .....	10
Article 17 Separability and Saving Clause .....	11
Article 18 Injury on Duty .....	11
Article 19 Bulletin Board .....	12
Article 20 Seniority .....	12
Article 21 Vacation .....	13
Article 22 Insurance .....	14
Article 23 Sick Leave .....	16
Article 24 Sick Leave Bank .....	17
Article 25 Holidays.....	18
Article 26 Scheduling .....	18
Article 27 Hours and Overtime .....	19
Article 28 Record Keeping .....	19
Article 29 Call In .....	19
Article 30 Stand By .....	20
Article 31 Clothing Uniform Allowance .....	20
Article 32 Academic Reimbursement .....	20
Article 33 Reimbursement of Travel Expenses .....	21
Article 34 Retirement .....	21
Article 35 Americans With Disabilities Act .....	22
Article 36 Family Medical Leave .....	22
Article 37 Military Leave .....	26

Index Continued

Article 38 Jury Duty .....	26
Article 39 Wages .....	26
Article 40 Plus Rates .....	26
Article 41 Tobacco .....	27
Article 42 Receipt of Gifts .....	27
Article 43 Recruitment and Promotion .....	27
Article 44 Classification Description .....	28
Article 45 Anniversary Date / Employment Date .....	28
Article 46 Probationary Employment .....	28
Article 47 Full-Time Employment .....	28
Article 48 Performance Evaluation .....	29
Article 49 Town Property .....	29
Article 50 Physical Wellness Incentive .....	29
Article 51 Duration of Agreement.....	30
Appendix A Wage Scale .....	31

## ARTICLE 1- PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, MRSA, 961 through 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 2 - RECOGNITION

The employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours, and other conditions of employment for all its eligible employees within the bargaining unit, as determined in accordance with the Municipal Public Employees Labor Relations Act.

## ARTICLE 3- MAINTENANCE OF STANDARDS

### Section 1 - Protection of Conditions

The employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement. This provision does not give the employer the right to impose or continue wages, hours, and working conditions less than those contained in this Agreement, unless specifically agreed to by both parties.

## ARTICLE 4- MANAGEMENT RIGHTS

The Town retains all rights and authority to manage and direct its employees, except as otherwise specifically provided for in this Agreement. Such rights and authority include, but are not limited to, the right and authority to exercise control and discretion over the organization and the efficiency of the operations of the department; set standards for service to be offered to the public; to direct the employees of the department including the right to assign work and overtime; to hire, examine, classify, evaluate, promote, train, transfer, assign and schedule employees within the department; to suspend, demote, discharge, or take other disciplinary action against employees for just cause; to increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees from duty because of lack of work or funds or other legitimate reasons; to determine the location, method, means, and personnel by which operations are to be conducted; to establish, modify, combine or abolish job positions and classifications; to change or eliminate existing methods of operation, equipment or facilities; to establish, implement and maintain effective safety, health and property

protection measures; to create, modify or delete the rules and regulations; to take necessary action to carry out the mission of the department in cases of emergency.

#### ARTICLE 5 - UNION SECURITY

Membership in this Local Union is not compulsory. Membership in this Local Union is separate, apart and distinct from the assumption by an employee of his equal obligation to the extent that he receives equal benefits. The Local Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of this Union. The terms of this Agreement have been made for all employees in the bargaining unit and not for members in the Local Union.

This Agreement has been executed by the employer after it has satisfied itself that the Union is the choice of the majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the unit pay his own way and assume his fair share of the obligation along with the grant to equal benefits contained in this Agreement. In this regard, employees may elect to accept the provisions of either 1 or 2 below.

1. All employees who are members of the Union as of the date of this Agreement, and all employees hereafter who become members of the Union, shall maintain their membership in good standing in the Union for the duration of the Agreement.
2. Any present or future employee who is not a member and does not want to be a member shall pay a fair share fee as a contribution towards the administration of the Agreement in the amount equal to 80% of the current dues for the duration of this Agreement.

#### ARTICLE 6 - CHECK OFF AUTHORIZATION

Section 1. The employer shall deduct regular monthly dues (deducted on a weekly basis ) and fees (including agency fees, fair share 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 Employer) and a certified statement from the Secretary-Treasurer of the Local Union as to the amount for dues and fees. Such authorization shall be for the life of this Agreement 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 not less than ten (10) days before the expiration of the Agreement of his desire to revoke his authorization for check off.

Section 2. The Employer shall forward all such dues and fees so collected to the Secretary-Treasurer of the Local Union before the end of each month in which deductions were made. In the event dues and fees are deducted each week, the Employer shall forward such dues and fees to the Secretary-Treasurer of the Local Union before the tenth (10th) day of the month following the month in which deductions were made.

Section 3. Delinquent Dues. Upon notification by the Union of delinquent dues or fees, the Employer shall deduct for delinquent dues or fees in addition to deduction for regular dues or fees.

Section 4. The Union shall indemnify and save the Employer harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and fees and remitting the same to the Union pursuant to this Article.

#### ARTICLE 7 - ACCESS TO PREMISES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule. The Union representative shall notify the Department head when entering the Employer's premises.

#### ARTICLE 8 - GRIEVANCE PROCEDURE

A grievance is hereby jointly defined to be any dispute, which may arise under the interpretation or application of this Agreement. Any grievance arising between the Employer and the Union or an employee represented by the Union shall be settled in the following manner:

Step One: The Steward or Alternate and employee shall take up the written grievance with the Department head within five (5) working days of the occurrence of the event or first knowledge of the event giving rise to the grievance; thirty (30) days for economic issues. Within five (5) working days after the grievance is presented by the employee or the Union, the Department head will meet with the employee and the Steward to discuss the grievance. The Department head shall respond, in writing, to the steward and aggrieved employee within five (5) working days after the meeting date. Within five (5) working days after the written response of the Department head is received, if the grievance is not resolved between the parties, the steward and aggrieved employee may submit the grievance in writing to the Town Manager with a copy of the grievance to the Local Union business office.

Step Two: Within five (5) working days after receipt of the written grievance by the Town Manager, the Town Manager will hold a meeting with the Union Business Agent and the steward on the grievance. Within five (5) working days after the meeting, the Town Manager will respond, in writing, to the Union as to his/her decision on the grievance. In the event that the decision of the Town Manager is not acceptable, the Union may, within ten (10) working days after receipt of the Town Manager's response, file a written request for grievance arbitration of the issue and so advise the Town of the Union's request to arbitrate.

Step Three: The parties shall attempt to mutually agree upon an arbitrator. If the parties cannot agree upon an arbitrator within fifteen (15) working days from when notice to arbitrate is filed, either party can request the Federal Mediation and Conciliation Service to appoint an arbitrator. The expenses of the arbitrator and the proceedings shall be shared equally by the parties. Failure to meet these time deadlines shall terminate the grievance. The arbitrator shall have no authority to amend, modify, add to, or detract from the specific terms and provisions of the Agreement. The arbitrator's decision shall be final and binding on the parties for the duration of the Agreement. The arbitrator shall be requested to issue the decision within thirty (30) days after the conclusion of the testimony and final arguments. Expenses of the arbitrator's services and the proceedings shall be borne equally by the Town and the Union; however, 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 make copies available without charge to the other party and to the arbitrator.

Time limits for the processing of grievances may be extended by written consent of the parties.

#### ARTICLE 9- STEWARDS

Section 1. The employer recognizes the right of the Union to designate a Steward and an Alternate. The authority of Stewards and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a) the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- b) the collection of dues when authorized by appropriate local Union action;
- c) 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.

Section 2. Stewards and Alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union.

Section 3. Stewards shall be permitted to investigate, present and process grievances on or off the property of the Employer without loss of time or pay so long as the Town does not incur any additional expenses, with a limit of two (2) hours per week. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

Section 4. One member of the negotiating team shall be allowed sufficient time off without loss of time or pay to represent the York DPW Association, in all negotiations with the Employer concerning collective bargaining so long as the Town does not incur any additional expenses.

## ARTICLE 10- UNION ACTIVITIES

### Section 1 - Time Off for Union Activities

The employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business, provided one (1) week written notice is given to the employer by the Union specifying the length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the employer's operations due to lack of available employees. This section does not apply to the York DPW Association Membership Monthly Meeting.

### Section 2 - No Discrimination Because of Union Activities

Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as such Officer of the Union so long as such acts do not interfere with the conduct of the employer's business, nor shall there be any discrimination against any employee because of Union membership or activities.

## ARTICLE 11- NON-DISCRIMINATION

Section 1 The Town shall administer and implement collective bargaining agreement in a manner that shall not discriminate against any person because of race, color, religion, sexual orientation, gender, national origin, age, or physical or mental disability.

Section 2 The employer and the Union agree that there will be no discrimination by the Employer or the Union against any employee because of any employee's lawful activity and/or support of the Union.

Section 3 The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees regardless of sex.

## ARTICLE 12 - DISCIPLINE

Discipline may be initiated for any infraction based on just cause. Among infractions which may be subject to disciplinary action are the following:

1. The employee has been convicted on a felony or of a misdemeanor involving moral turpitude
2. The employee has violated a Town and/or departmental policy and/or procedure or failed to obey any proper direction made and given by a supervisor



3. The employee is intentional offensive in conduct or language in public towards fellow employees
4. The employee exhibits inability to perform the duties and responsibilities require and recognized in the job description
5. The employee is careless or negligent with the moneys or other properties of the Town
6. The employee exhibits recurring absenteeism and/or tardiness

Discipline will normally be initiated in the following manner: verbal warning; written warning; suspension; and termination. Depending on the nature of the offense, discipline may be initiated at any level listed above. The Town Manager shall be made aware of any action initiation as outlined in the disciplinary process section of this policy.

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

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

#### ARTICLE 13- PERSONNEL FILES

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 municipal officials.

Upon request, a member shall have the right to inspect his official personnel record. Inspection shall be during regular business hours and shall be conducted under supervision of the employer.

A member shall have the right to have added to his personnel file a written refutation of any material which he considers detrimental.

Members shall receive a copy of any written reprimand which is placed in the members personnel file.

Any discipline shall be purged after twelve (12) months provided the employee is not cited for similar discipline.

#### ARTICLE 14 - BEREAVEMENT LEAVE

In the event of death in the immediate family of an employee, the employee shall be granted up to 40 hours of leave of absence with full pay to make household adjustments or to attend funeral services. "Immediate family" is hereby defined to include spouse, parents, children, brothers, sisters, parents-in-law, grandparents, grandchildren, step-parents, step-children and brother-in-law, sister-in-law, or other relatives living in the same household.

Additional days may be granted with the approval of the Department head for out-of-state funerals, which may be deducted from sick leave or vacation.

Should an employee need to attend services for individuals not covered as "immediate family" or family they may request time off without pay or charge the time to vacation or sick leave as authorized by the Department Head.

#### ARTICLE 15 - LEAVE BENEFITS

An employee may request in writing and may be granted by the Town Manager, a leave of absence without pay for a period deemed necessary by the employee for the purpose of the leave and not in excess of twelve (12) months. The reason for that leave shall be stated in writing and reviewed every three (3) months and said leave may be discontinued after such review.

No employee shall receive salary or accumulate benefits from the Town while on leave of absence, except with special exception made by the Town Manager, which will not be precedent-setting.

#### ARTICLE 16 - SEPARATION OF EMPLOYMENT

Upon separation, the Town shall pay all wages and benefits owed in accordance with this agreement to the employee, if any, on the next regular pay day, provided all issued equipment and clothing has been returned.

In all cases of voluntary separation, the employee shall provide the Town with written notice of intent to terminate employment two (2) weeks prior to such termination.

## ARTICLE 17- SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this Agreement or any supplements or riders thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either the employer or the Union for the purposes of arriving at a mutually satisfactory placement of an article or section during the period of invalidity or restraint. There shall be no limitation of time for such written notice.

## ARTICLE 18- INJURY ON DUTY

The Town shall select a carrier to provide Workers' Compensation coverage to all employees while in the service of the Town.

Employees who are covered by this Agreement and who are injured on the job shall receive in addition to compensation paid or payable under the Worker's Compensation Act, an amount sufficient to bring them up to full net wages while any incapacity exists and until they are either placed on disability retirement or return to active duty. This clause shall cover employees called into duty on off-duty time. Absence because of such injuries shall not be charged to accumulated sick leave.

The Town may consider temporary, light-duty assignments for employees with restrictions arising out of work related injuries or illnesses on a case-by-case basis. In addition to the availability of light duty work, management will consider the anticipated duration of the light-duty assignment. Management reserves the right to re-evaluate the need for light duty on a regular basis, and may discontinue light-duty assignments at any time based on departmental needs, budget, and where, after reevaluation, the duration of the light duty requirement is no longer temporary.

Rights to annual leave shall not be earned by an employee after the first twelve (12) weeks of receiving workers compensation benefits.

## ARTICLE 19- BULLETIN BOARD

The employer agrees to provide suitable space for Union notices on a bulletin board. The Union shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins.

## ARTICLE 20- SENIORITY

Seniority is defined as continuous service with the department from the date of last permanent hire.

Section 1 A seniority list shall be established naming all the employees covered by the Agreement, with the employee with the greatest seniority (years of service) listed first. Seniority shall be based upon the employee's last date of permanent hire. Seniority for the purpose of the Agreement shall be interpreted to mean length of continuous service only. Seniority and qualifications shall be major factors in all matters affecting layoff, recall and vacation preference.

Section 2 In the event it becomes necessary for the employer to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority, by classification with bumping rights. All affected employees shall receive a minimum of a two (2) calendar week advance notice of layoff. The employer shall attempt to give as much notice as possible and the employer shall meet with the affected employees prior to the actual occurrence of layoff. Employees shall be recalled from layoff according to their seniority for up to fifteen (15) months from date of layoff. No new employee shall be hired until all employees on layoff status have been afforded recall notices.

Section 3 The seniority list shall be brought up-to-date on January 1st of every year and immediately posted thereafter on bulletin boards for a period of not less than thirty (30) days, and a copy of same shall be sent to the Union and to the Steward. Any objection to the seniority list, as posted, must be reported to the employer within ten (10) days from the date posted or it shall stand as accepted.

Section 4 All permanent job openings and/or vacancies shall be posted by the employer for application as soon as such opening and/or vacancy becomes available. This provision shall also apply to temporary job openings that are likely to last thirty (30) or more calendar days.

ARTICLE 21 - VACATION

Accrual. Employees assigned to a 40 hours work week shall accrue vacation leave in accordance with the following schedule (for the purpose of this article one day represents eight (8) hours for employees scheduled to work 40 hours per week and seven and one half hours for employees scheduled to work 37.5 hours per week on a year round bases):

Date of employment to completion of year 1	(80 or 75) hours/year (10 days)
Start of year 2 to completion of year 3	(96 or 90) hours/year (12 days)
Start of year 4 to completion of year 5	(120 or 112.5) hours/year (15 days)
Start year 6 to completion of year 10	(144 or 135) hours/year (18 days)
Year 10+ years of service	(192 or 180) hours/year (24 days)

Rights to vacation leave shall not be earned by an employee during the following:

- Leave of absence without pay
- Suspension without pay
- After the first twelve (12) weeks of receiving Workers' Compensation benefits when on any non-pay status
- When all earned time is exhausted

Advance Leave – No employee shall be allowed to take vacation leave which has not been earned.

Employment – No employee shall be eligible to take vacation leave with pay until he/she has completed at least six (6) months of continuous service with the Town. The Town Manager may make an exception should there be extenuating circumstances.

Accrual - All employees will forfeit accumulated vacation time in excess of 30 days (240 /225 hours) on June 30<sup>th</sup> of each year.

Conditions of Accrual and Use: All requests for vacation time must be submitting in advance, in writing. Written requests for vacation of 40 hours or less may be made at anytime however the requests may not be approved if the request for time will have an adverse impact on the scheduling of work and projects. Requests for vacation of more than 40 hours must be submitted at least two (2) weeks in advance of the start of the requested leave.

All submitted requests for time off will be responded to within 24-hours of the request submission by the Director or their designee. The 24-hour response requirement may be waived by the employee should they choose.

Outstanding Vacation Leave - All outstanding vacation leave shall be paid to the employee upon separation from service not to exceed 240 (225) hours. Payment shall be made at the employee's regular rate of pay as of the date of payment.

## ARTICLE 22 - INSURANCE

### Section 1 – HEALTH INSURANCE

- A. The Town shall provide through the Maine Municipal Employees Health Trust (MMEHT) its comprehensive health care program. The Town will provide up to full family subscriber coverage. Effective with the ratification of this agreement the Town will pay 85% of the POS-C plan. Commencing July 1, 2014 employees may choose either the Point of Service (POS) C or POS 200 plan. For employees who elect the POS-C plan, the Town shall pay eighty (80%) percent of the subscriber cost and the employee shall pay twenty (20%) percent. For employees who elect the POS 200 plan, the Town shall pay three hundred dollars (\$300.00) greater than eighty-five (85%) percent of the subscriber cost and the employee shall pay fifteen (15%) percent, less three hundred dollars (\$300.00).

Effective January 1, 2018, the Town shall offer through the Maine Municipal Employees Health Trust (MMEHT) its comprehensive Point of Service (POS) - C, POS-200 and PPO-500 plans. The Town will contribute an amount equal to (87.5%) percent of the POS200 premium irrespective of plan selection with the member paying the applicable balance of said plan.

- B. Any employee contribution towards the monthly health insurance premium shall be done on a pretax basis.
- C. The Town shall maintain a section 125 (cafeteria or flexible benefits plan) for the purpose of providing health insurance and related benefits described in this Article, and all such benefits shall be provided pursuant to that plan. For employees enrolled in the MMEHT POS C plan or declining the Town provided medical insurance, the Town will contribute \$450 annually to the section 125 plan for each employee. For employees enrolled in the MMEHT POS 200 plan, the Town will contribute \$500 annually to the section 125 plan for each employee. Effective January 1, 2018, the Town agrees to contribute \$500 annually to the flexible benefits plan.

D. Payment in lieu: A covered member may choose to obtain their health insurance through an alternative source (ex. spouse or parent). If both spouse and employee are covered by the Town of York's health insurance plan the Town will reserve the right to manage plan coverage in a manner most cost effective to the Town. For employees who do not receive health insurance through the Town of York will be paid 25% of the premium, less the basic life insurance premium, of the coverage that they would otherwise be eligible for. This payment will be made on a fiscal year basis in two installments, the first on or about January 1<sup>st</sup> and the second on or about July 1<sup>st</sup> for each of the previous six months. To be eligible for this benefit the recipient must show proof, satisfactory to the Town, that they have health insurance from another source. This health insurance must be substantially equal to the policy that would otherwise be offered by the Town. In the event another Town of York bargaining unit receives a more generous in-lieu of insurance incentive, members of this unit will be extended the same terms of said benefit.

## Section 2 - LIFE INSURANCE

The Board of Selectmen shall select a carrier to provide life insurance coverage for eligible employees. The selection of the carrier shall follow discussion with the recommendation of the Employee Representatives. Life insurance shall be in the amount of 100% of the employee's annual base salary. The Town shall pay that percentage of the insurance premium cost in accordance with the employee's employment status as previously defined in this policy.

The Town will also offer any life insurance available through Maine Public Employees Retirement System at the employees' expense of said insurance.

## Section 3 - LONG TERM DISABILITY

The Board of Selectmen shall select a carrier to provide long-term disability coverage to eligible employees. The selection of the carrier shall follow discussion with the recommendation of the Employee Representatives. Long-term disability insurance is available at the employees' expense as a payroll deduction.

## Section 4 - INCOME PROTECTION

The Town will provide, at the employees expense, an income protection plan to all full time employees through Maine Municipal Employees Health Trust as a payroll deduction.

ARTICLE 23 - SICK LEAVE

Employees covered by this Agreement shall accrue one (1) day of sick leave per month of service. For purposes of this section 1 day shall equal 8 hours.

Employees must maintain a balance of 45 days (360 hours) of sick leave to qualify for personal days. A personal day is granted according to the number of hours assigned on the specific day the personal day will be taken. Personal days must be used within the following six (6) months of being earned and they do not have any cash value.

In the event no sick leave is taken in a six month period, personal days will be earned in the following manner:

January 1 <sup>st</sup> - April 30 <sup>th</sup>	- 1 Day
May 1 <sup>st</sup> - August 31 <sup>st</sup>	- 1 Day
September 1 <sup>st</sup> - December 31 <sup>st</sup>	- 1 Day

Once an employee reaches and maintains the maximum accrual level of one-hundred and thirty days (130) days (total of 1,040 hours), any annual accrual which is unused at the conclusion of the calendar year, shall be bought back at the rate of fifty percent (50%) of the unused sick leave above the one-hundred and thirty (130) days (1,040 hours), not to exceed six (6) days (48 hours) in any one year. The remaining fifty percent (50%) (6 days) will be credited for one (1) hour personal time off for each day returned (max, 6 hours) to the individual accumulated sick time to be used for personal leave only, not for reimbursement purposes. This personal leave should be used as there is no cash value upon termination or retirement.

Sick leave may be used for personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of his position. The Town reserves the right to have a doctor of the Town's choice examine employees on sick leave and pass judgment upon the propriety of sick leave usage.

Upon the death of a unit member, one hundred percent (100%) of accumulated sick leave will be paid to the widow or widower, if any, or if none, then to the guardian of the minor children, or to any other designated beneficiary

The following chart reflects the years of service and pay upon separation:

Years of Service	Sick Accumulation	Paid upon separation
0 – 5 years of service	125 days (1,000 hours)	None
5 – 10 years of service	125 days (1,000 hours)	25%



10 – 20 years of service	130 days (1,040 hours)	50% max to 45 days (360 hrs)
20 years plus	130 days (1,040 hours)	50% max to 65 days (520 hrs)

Upon separation from the Town of York, an employee who has met the service and age standards for retirement under the Town's plan with the Maine Public Employees Retirement System (MainePERS) (whether or not the employee is a participant in the MainePERS) shall receive a payment equivalent to sixty percent (60%) of the cash value of his/her accumulated sick leave. For such a qualifying employee there shall be no cap upon the amount of sick leave that he/she can accrue.

Retirement Health Savings Plan - The Town will give employees the opportunity to participate in a Retirement Health Savings Plan. Sick leave pay for time over 90 days can be directly submitted to the plan adopted by the Town of York through the ICMA Corporation. A one-time option will be made available to convert sick hours into the R.H.S.P. Employees will be able to convert one half of their sick time over 50 days with this option. Thereafter, a maximum of 20 days of an employee's sick time over 50 days can be converted in any one year. After such a conversion, fifty days would then become the maximum an employee would be eligible to be paid for rather than the ninety described above. Employees will also have the option to make a one-time election to contribute through payroll deduction to this plan subject to the rules or conditions of the R.H.S.P as adopted by the Town.

#### ARTICLE 24- SICK LEAVE BANK

The Public Works employees will establish a Sick Leave Bank as follows:

- a) Any employee who wishes to participate in the Sick Leave Bank must contribute at least one day of his/her accumulated sick time to become a member;
- b) The dollar value of that day is determined by the rate of pay of the employee making the donation. That dollar amount will be moved from the 'Earned Time Reserve' to the 'Sick Leave Bank'.
- c) An employee committee will be formed to oversee the operation of the 'bank'. That committee will determine the minimum level necessary to maintain the bank and assess appropriate donation amounts from members to re-establish that minimum level as well as to determine how many days will be awarded to an employee who petitions for sick days from the bank. No sick leave will be awarded until he/she has exhausted all earned time.

- d) When the committee makes the determination of banked sick leave award to an employee, the transfer will be made from the 'Sick Leave Bank' to the salary line of the department for which the employee work

ARTICLE 25- HOLIDAYS

The following days shall be observed as holidays by Unit members:

New Year's Day	Labor Day
Presidents' Day	Columbus Day
Patriots' Day	Veterans' Day
Memorial Day	Thanksgiving Day (2)
Independence Day	Christmas Day
Martin Luther King Day	

Eligible employees shall earn holidays as they occur immediately after appointment. Holiday pay shall not be given to any employee if he/she is on a leave of absence without pay, suspension, or any other non-pay status on the date the holiday falls

Employees who are required to work a holiday shall be paid at time and one half his/her base hourly rate for the all hours worked plus holiday pay at his/her hourly rate.

ARTICLE 26- SCHEDULING

The Public Works Director, with the approval of the Town Manager, will establish the regular work week. The regular work week for the Public Works Department is defined 40 hours except the Administrative Assistant position is defined as 37.5 hours.

Each day a meeting will be held to discuss work projects, assignments and updates. This meeting will be schedule for one half hour each day unless changed by the Public Works Director.

The pay period consists of seven (7) days commencing @ 12:01 A.M. on Monday with payment for hours worked during such period being made on the following Thursday. In the event that the workweek is permanently altered, the employee will be notified at least two (2) weeks prior to the effective date of change whenever possible. Flex-time scheduling, requested by the Public Works Director may be made available to employees with the approval of the Town Manager.

## ARTICLE 27- HOURS AND OVERTIME

In an emergency or extenuating circumstance as defined by the Public Works Director or the Town Manager, overtime work may be assigned in order to meet operations requirements. Employees paid on an hourly rate shall be paid at one and one half (1 ½) times their straight time hourly rate for hours worked beyond 40, when authorized as above. Sick day shall not be included in the calculation of hours worked for the purpose of determining overtime (except in the event of a call in when sick days will be used to calculate the hours beyond 40 hours). Employees receiving paid compensatory time off shall earn such time at the rate of one and one half (1 ½) hours off for each hour worked.

With permission from the Public Works Director, hourly employees can earn compensatory time at the rate of one and one half (1 ½) hours off for each hour worked in excess of 40 hours of earned time. Earned time includes vacation and holiday only and does not include other kinds of leave. The maximum compensatory time accumulated at the end of any month may not exceed eighty (80) hours, with a one-time exemption per calendar year for extenuating circumstances with the permission of his/her supervisor. Upon separation the employee will be compensated for up to a maximum to 40 hours compensatory time.

## ARTICLE 28- RECORD KEEPING

Accurately recording time worked is the responsibility of every hourly employee. Federal and State laws require the Town of York to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is the time actually spent on the job performing assigned duties.

Hourly employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any shift or departure from work for personal reasons. Overtime work must always be approved before it is performed.

The town will have the option of installing of a time clock.

Altering, falsifying, tampering with time records, or recording time improperly may result in disciplinary action, up to and including termination of employment.

## ARTICLE 29- CALL-IN

Employees called in to work for hours which are not annexed consecutively to either end of the employee's work shift shall receive a minimum of four (4) hours pay at a time and one-half (1-

1/2) their base hourly rate of pay. This provision does not apply to scheduled overtime or holdover periods.

Effective July 1, 2012, Full time hourly employees called into work on a scheduled day off shall be paid for a four (4) hour minimum at time and one half their regular rate of pay and/or compensable time, to be worked out with the Public Works Director. This provision does not apply to scheduled overtime or holdover periods.

#### ARTICLE 30- STAND-BY

Stand-by is defined as a situation where any full time employee is not confined to any particular place, but is required only to leave work where he/she can be reached readily. When a full time hourly employee is required to stand-by for emergency maintenance as determined by the Public Works Director he/she will be paid at the rate of \$15.50 per day for Saturdays, Sundays and holidays as long as the employee response time is within forty-five (45) minutes of being called in to work. Effective July 1, 2016 the stand by pay will be \$16.00 per day. Effective July 1, 2017 the stand by pay will increase to \$16.50 per day. Effective July 1, 2018 the stand by pay will increase to \$17.00 per day. Should an employee not respond within the required time he/she will forfeit the stand-by pay for that day.

Stand by will normally commence on December 1<sup>st</sup> and run through March 31<sup>st</sup>. The Town reserves the right to start the stand by pay earlier or be extended at the discretion of the Public Works Director.

#### ARTICLE 31- CLOTHING UNIFORM ALLOWANCE

The Town will provide employees with an annual clothing allowance of \$800.00 annually for the purposes of purchasing, or replacing, work related clothing as outlined in the uniform policy. The benefit will be paid in two equal lump sum installments during December and June. Lump sum payments will be taxed as income in accordance with Internal Revenue Service regulations.

Employees will be reimbursed up to \$200.00 annually for the purchase of work related ANSI certified safety footwear. While purchases may be made at any time, reimbursements will be processed in June of each contract year.

#### ARTICLE 32- ACADEMIC REIMBURSEMENT

Employees may request reimbursement for 50% of the cost of tuition, books and registration cost of job-related college course(s) taken on their own initiative to a maximum of \$200.00 per course

with a maximum of \$600.00 per budget year. Employees must make the request prior to registering for the course. Such requests shall be submitted in writing to the Department Head outlining the following: institution offering the course; content of the course; cost; and course duration. The Department Head will review the request and if approved, will submit a recommendation to the Town Manager for approval. In order to receive reimbursement, the employee must submit documentation showing a grade of "C" or better to the Department Head and a receipt for the cost of the course. For this purpose, the Town of York will establish a RESERVE ACCOUNT in an amount not less than \$600.00 annually.

### ARTICLE 33- REIMBURSEMENT OF TRAVEL EXPENSES

Expenses: Reimbursement for expenses incurred in the conduct of official Town business are subject to approval by the Town Manager. Payment will be processed upon submission of receipts verifying allowable expenses.

Travel-Personal Vehicles: When utilizing personal vehicles for approved business related travel, an eligible employee shall be reimbursed at a rate set by the IRS Rate standard mileage allowance on January 1st of each year. Employees requesting payment under this sub-section must submit the required information on the prescribed form. Normal home to work travel is not compensable. .When traveling on approved business matters, conferences, and meetings, employees may, upon approval of the Town Manager, receive actual reimbursement for reasonable costs incurred. When on town business (i.e. work, meetings, seminars, etc.) where a meal is not provided, the Town will reimburse the employee using the State of Maine Per Diem Rates, excluding alcohol but including the tip.

### ARTICLE 34 - RETIREMENT

The Town of York will offer a choice of retirement programs to all full time employees. The Town will contribute on behalf of the employee in either the Maine Public Employees Retirement System (Maine PERS) as a Participating Local District or in an ICMA RC 457 Deferred Compensation Program.

Maine Public Employees Retirement System (Maine PERS) – The employer’s contribution, as mandated by the Maine Public Employees Retirement System, will be paid by the Town for all eligible and participating full time employees

All full time employees not participating in Maine PERS may request the Town to contribute of the ICMA Retirement Corporation 457 Deferred Compensation Program on their behalf. All full time employees participating in Maine PERS offered by the Town who wish to participate in the

ICMA Program may do so at their own expense through payroll deduction. For employees hired prior to July 1, 2016, the Town will contribute 7.5% to the ICMA RC program on behalf of those full time employees not participating in Maine PERS. For employees hired on, or after, July 1, 2016 the Town agrees to match employee contributions 2-to-1, up to a maximum employer contributions of 6%, to an I.C.M.A. defined contribution program.

Social Security – All employees are mandated to participate in the Social Security System.

#### ARTICLE 35- AMERICANS WITH DISABILITIES ACT

The employer will notify the Union as soon as it becomes aware of any situation requiring a reasonable accommodation within the terms of the Americans with Disabilities Act, 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 36 - FAMILY MEDICAL LEAVE ACT

The employer will integrate the provisions of the Family Medical Leave Act with other leaves in this Agreement. All accrued sick leave must be used for Family Medical Leave before taking Family Medical Leave. The balance of the Family Medical Leave will be unpaid leave.

#### FAMILY & MEDICAL LEAVE

##### 1. General

As provided by the 1993 Family and Medical Leave Act (FMLA), all eligible employees shall be entitled to take up to 12 weeks of unpaid, job-protected leave during any 12 month period for specified family and medical reasons.

##### 2. Covered Family and Medical Reasons

An eligible employee shall be entitled to 12 weeks of unpaid leave during a 12-month period for one or more of the following reasons:

- a) the birth or placement of a child for adoption or foster care;
- b) to care for an immediate family member (spouse, child, or parent) with a serious health condition;
- c) to take medical leave when the employee is unable to work because of a serious health condition;

- d) a serious health condition, which shall be defined as an illness of a serious and long-term nature resulting in recurring or lengthy absences. Treatment of such an illness would occur in an inpatient situation at a hospital, hospice, or residential medical care facility, or would consist of continuing care provided by a licensed health care provider.

An employee may take leave if a serious health condition makes the employee unable to perform the functions of his/her position.

### 3. Employee eligibility:

An employee shall be entitled to family leave when he/she meets the following criteria:

- a) The employee has worked for at least 12 months for the Town. The twelve months need not have been consecutive. (If the employee was on the payroll for part of a week, the Town will count the entire week. The Town considers 52 weeks to be equal to twelve months.)
- b) The employee has to have worked for the employer for at least 1,250 hours over the 12 months before the leave would begin.
- c) The employee must work in an office or worksite which employs 50 or more employees, or there must be 50 employees within 75 miles of the office or worksite. In this Town, all employees work within a 75-mile radius of Town Hall.
- d) When both spouses are employed by the Town, they are each entitled to 12 work weeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

### 4. Calculation of Leave.

Eligible employees can use up to 12 weeks of leave during any 12-month period. The Town will use a rolling 12-month period measured backward from the date an employee uses any FMLA leave. Each time an employee uses leave, the Town computes the amount of leave the employee has taken under this policy, subtracts it from the 12 weeks, and the balance remaining is the amount the employee is entitled to take at that time. For example, if an employee has taken 5 weeks of leave in the past 12 months, he or she could take an additional 7 weeks under this policy.

### 5. Maintenance of Benefits.

An employee shall be entitled to maintain group health insurance coverage on the same basis as if he/she had continued to work at the Town. To maintain uninterrupted coverage, the employee will have to continue to pay his/her share of insurance premium payments. This payment shall be

made either in person or by mail at the Town Hall by the 21<sup>st</sup> day of each month. If the employee's payment is more than 30 days overdue, the Town will drop the coverage.

If the employee informs the Town that he/she does not intend to return to work at the end of the leave period, the Town's obligation to provide health benefits ends. If the employee chooses not to return to work for reasons other than a continued serious health condition, the Town will require the employee to reimburse the Town the amount the Town contributed towards the employee's health insurance during the leave period.

If the employee contributes to a life insurance or disability plan, the Town will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the Town will request that the employee continue to make those payments, along with the health care payments. If the employee does not continue these payments, the Town will recover the payments at the end of the leave period, in a manner consistent with the law.

Vacation, sick leave and holidays will not accrue during the leave period consistent with the Town's benefits policy. However, the use of family or medical leave will not be considered a break in service when vesting or eligibility to participate in benefit programs is being determined.

#### 6. Job Restoration.

An employee who utilizes family or medical leave under this policy will be restored the same job or a job with equivalent status, pay, benefits and other employment terms.

#### 7. Use of Paid and Unpaid Leave.

If an employee has any accrued paid leave (e.g., sick leave, vacation) remaining after the conclusion of the Family Medical Leave the employee may use such leave at the rate of full time weekly scheduled hours (37.5 or 40) until all time is exhausted. Vacation and sick time will not continue to accrue, however, insurance, and retirement benefits will continue during that time.

#### PROCEDURES:

#### 8. Procedure for requesting leave.

All employees requesting leave under this policy must complete the Family/Medical leave form available from the Human Resources Director or the Town Manager.

When an employee plans to take leave under this policy, the employee must give the Town 30 days' notice. If it is not possible to give 30 days' notice, the employee must give as much notice as is possible. An employee undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to the Town's operations.



While on leave, employees will be requested to report periodically to the Town regarding the status of the medical condition, and their intent to return to work.

#### 9. Procedure for Notice and Certification of Serious Health Condition.

On occasion, the Town may require the employee to provide notice of the need to utilize leave (where it is possible to know beforehand) and/or may require the employee to provide certification of an employee's or immediate family member's serious health condition by a qualified healthcare provider. The employee should try to respond to such a request within 10 days of the request, or provide a reasonable explanation for the delay.

Qualified health care providers include: doctors of medicine or osteopathy, podiatrists, dentists, clinical psychologists, optometrists, and chiropractors, nurse practitioners and nurse-midwives authorized to practice under State law and performing within the scope of their practice under State law.

When seeking certification of a serious medical condition, an employee should ensure that the certification form (Form WH-381) contains the following:

- a) Date when the condition began; expected duration; diagnosis; and a brief statement of treatment.
- b) If an employee is seeking medical leave for his/her own medical condition, certification should also include a statement that the employee is unable to perform the essential functions of the employee's position.
- c) For a seriously ill family member, the certification should include a statement that the patient requires assistance and that the employee's presence would be beneficial or desirable.
- d) If taking intermittent leave or working a reduced schedule, certification should include dates and duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule.

If deemed necessary, the Town may ask for a second opinion. The Town will pay for the employee to get a certification from a second doctor, which the Town will select. If there is a conflict between the original certification and the second opinion, the Town may require the opinion of a third doctor. The Town and the employee will jointly select the third doctor, and the Town will pay for the opinion. The third opinion will be considered final.

## ARTICLE 37- MILITARY LEAVE

Military leave of absence, without pay, shall be granted to any employee called to active duty with the State or Federal forces for a temporary tour of duty, other than the routine annual training period. Military leave for annual training periods, not to exceed 15 days in any calendar year, shall be granted with pay. Earned vacation shall not be charged for such training period. Employees must submit their orders to be eligible for this benefit. Any employee serving his/her annual active duty training time in the National Guard or Reserves or when called to active duty as required by the State of Maine or the Federal Government, shall receive the difference between his gross weekly Town salary for the period of active duty and the amount of his gross weekly service pay for the same period. Nothing in this policy precludes the right of an employee to utilize accumulated vacation time during the period of required active service and receive both active duty pay and Town salary for the same period.

## ARTICLE 38- JURY DUTY

Upon verification of service, employees selected for jury duty by any court shall be paid straight time earnings less jury pay. Earned vacation shall not be charged for such service. If an employee is dismissed from jury duty he/she must report for work immediately (if during his/her regular workday) in order to be eligible for pay benefits herein.

## ARTICLE 39- WAGES

1. Beginning July 1, 2016, or as soon as the contracted is ratified, the cost of living will be 2.25 percent.
2. Beginning July 1, 2017, the cost of living will be equal to the CPI-W at a rate not less than 1% and not more than 5%.
3. Beginning July 1, 2018, the cost of living will be equal to the CPI-W at a rate not less than 0% and not more than 5%.

Effective July 1, 2017, employees will receive a \$.25/hour stipend as a benefits adjustment. This stipend will not be adjusted by the COLA.

During the second year of the agreement (effective July 1, 2017), the Town agrees to fund and initiate a compensation survey.

## ARTICLE 40 - PLUS RATES

In cases where an employee is required to temporarily perform duties and responsibilities of a higher classification, the employee may be paid at a rate within the salary range of the higher classification which provides an increase of at least five (5) percent above the employee's regular

base rate of pay. In order to be considered for plus rate payment, the assignment must be in excess of ten (10) consecutive work days. Plus rates will be effective at the start of additional responsibilities. The recommendation to implement plus rate payment shall be made in writing by the Department Head or employee and must be reviewed and approved by the Town Manager.

#### ARTICLE 41 - TOBACCO

Employees may not smoke or use other tobacco products in Town vehicles or in Town buildings.

The Town of York is committed to supporting anyone who wished to cease using tobacco products and encourages employees to contact Human Resources for assistance.

Violation of this policy is cause for disciplinary action.

#### ARTICLE 42- RECEIPT OF GIFTS

A town employee is prohibited from soliciting or accepting any gift, gratuity, favor, entertainment, loans, or any other item or monetary value from any person outside or within Town employment whose interests may be affected by the employee's performance or nonperformance of his/her official duties.

Acceptance of nominal gifts, such as food and refreshments in the ordinary course of business meetings, or unsolicited advertising or promotional materials such as hats, pens, note pads, calendars, etc. is permitted.

#### ARTICLE 43 -RECRUITMENT AND PROMOTION

All available positions (whether temporary, permanent, full or part-time) shall first be posted on departmental bulletin boards for a minimum period of five (5) work days. The posting shall include position available, position description, salary range, minimum qualifications and shift assignments. Current employees are encouraged to apply for any position for which they may be qualified. When qualified, current employees shall be given consideration for the available positions.

#### ARTICLE 44 - CLASSIFICATION DESCRIPTION

A description will be prepared for each position. The Description will outline the duties, responsibilities, education and skill level requirements of the position. Each employee will receive a copy of their position description when hired.

#### ARTICLE 45 - ANNIVERSARY DATE/EMPLOYMENT DATE

The employee's anniversary date is defined as the date of initial employment with the Town. For the purpose of calculating total service and future step increases, the employee's anniversary date as defined in this policy shall be utilized. Then an employee is promoted or moved to a new position, that employee will keep his/her initial anniversary date for use in calculating any future step increases.

#### ARTICLE 46 - PROBATIONARY EMPLOYMENT

All newly hired employees are considered probationary for the first six (6) months of employment. During this period, the employee's performance will be reviewed to determine competence in performing job-related assignments and appropriateness for the position, in general.

#### ARTICLE 47 - FULL-TIME EMPLOYMENT

Full-time Employees who have successfully completed a probationary period and are assigned to a work week of at least 30 hours or more on a continuing year round basis

#### ARTICLE 48 - PERFORMANCE EVALUATION

Employee performance will be evaluated on an annual basis by the appropriate supervisor in a format and procedure prescribed by the Town Manager. Employees shall have an opportunity to review and comment on their performance evaluation with the Department Head and/or appropriate supervisor. In cases where the evaluations are the basis for wage/salary increases, the evaluation must be completed and submitted to the Town Manager at least one (1) month prior to the effective date of said increase, which date shall coincide with the individual's anniversary/review date to the extent practical. In the event that no wage increase is recommended as a result of the performance evaluation the employee is entitled to request a

meeting with the Director of Public Works and the Town Manager. Any request for a meeting under this section shall be made within 30 days of the employee's receipt of the performance evaluation. An employee who does not receive a wage increase due to an unsatisfactory evaluation will be re-evaluated in six months. If the employee receives a satisfactory evaluation a wage increase will be granted at beginning on the 6 month's re-evaluation. The wage increase will not be retroactive. Each salary grade has specific step increases and pre-established maximum rates of compensation. This compensation schedule will be used in assessing salary increases for qualified personnel.

In the event an employee is due for a wage increase (according to Appendix A -wage scale) and employee's evaluation is not complete by the employee's anniversary date the schedule wage increase will become effective on his/her anniversary date.

#### ARTICLE 49 - TOWN PROPERTY

Employees must not, directly or indirectly, use or allow the use of Town property of any kind for other than official activities, without prior authorization from the Public Works Director. Town telephones may be used for personal business only on an emergency basis. Any personal long distance telephone calls must be charged to your home telephone number. Anyone in violation of this policy may result in disciplinary action, up to and including termination of employment.

#### ARTICLE 50 - PHYSICAL WELLNESS INCENTIVE

During the first year of the agreement, the Town agrees to meet with the union to discuss the implementation of a mutually agreed physical wellness incentive program. The nature of the discussions will include the substance of the program requirements as well as the incentive to be provided in the event the employees meets the program requirements. This program will be voluntary to union members.

ARTICLE 51- DURATION OF AGREEMENT

This Agreement shall be effective July 1<sup>st</sup>, 2016 and shall remain in full force and effect unless mutually agreed to amend until June 30<sup>th</sup> 2019.

Negotiations for successor Agreement shall be conducted per Title 26 MRSA, Chapter 9-A.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_, to be effective as of July 1st 2016.

Town of York Selectman

York DPW Association

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