

AGREEMENT

BETWEEN THE

CITY OF SACO

AND

TEAMSTERS LOCAL UNION NO. 340

Saco Public Works

JULY 1, 2018 — JUNE 30, 2021

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ARTICLE 1 - PREAMBLE

This Agreement entered into by the City of Saco, hereinafter referred to as the “City” and the Teamsters Local Union 340 hereinafter referred to as the “Union”, has as its purpose the promotion of harmonious relations between the City and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 2 - GENERAL PROVISIONS

A. Non-Discrimination

The City and the Union agree not to discriminate against any individual with respect to compensation, terms, or conditions of employment because of such individual’s race, color, religion, sex, national origin, age, or physical handicap, except, as any of these factors may be bonafide occupational qualifications.

B. Gender Neutral Language

Wherever possible, gender pronouns have been replaced to eliminate (or neutralize) references to gender in terms that describe people. It is intended to describe all employees in the job classifications.

C. Municipal Public Employee Labor Relations Act

The City and the Association agree to abide by the provisions of the Municipal Public Employees Labor Relations Act.

ARTICLE 3 - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the unit comprised of the positions listed below (in alphabetical order) for the purpose of collective bargaining and entering into agreements relative to wages, hours and working conditions.

- Collection Systems Operator
- Custodian
- Engineer Technician

Heavy Equipment Operator
Laborer
Lead Mechanic
Light Equipment Operator
Light Equipment Operator/Electrical
Mechanic
Mechanic Helper
Mechanic II
Mechanic Store Clerk
Parks & Recreation Maintainer/Truck Driver
Parks and Recreation Arborist
Parks and Recreation Crew Chief
Parks and Recreation Groundskeeper
Program Leader/Park Maintainer
Transfer Station Attendant
Transfer Station Hauler
Truck Driver
Utility Technician

ARTICLE 4 - UNION SECURITY

A. Security

All employees shall have the right to join the Union, except as otherwise provided herein, or refrain from doing so. No employee shall be favored or discriminated against by the City or the Union because of their membership in the Union. The Union recognizes its responsibilities as the bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

B. Bulletin Board

The City agrees to furnish and maintain a bulletin board in a convenient place in the City garage and the Parks and Recreation building to be used by the Union. The Union shall limit its posting of notices and bulletins to said bulletin board.

C. Union Activities

The City agrees that the Union officers shall be allowed to attend negotiating meetings on City premises during working hours and without loss of pay. The Union acknowledges that the City may request that negotiating meetings be held in non-work time without expectation of pay.

D. Union Representatives

1. The City agrees that accredited representatives of the Union, including business agent, shall have the right to enter the City premises to conduct Association business. Before entering the premises, an accredited representative shall approach the appropriate Department Head to identify themselves and receive permission to enter the required premises.
2. Stewards – Employees selected by the Union to act, as Union representatives shall be known as stewards. The names of employees selected as stewards and the names of other Union’s representatives who may represent employees shall be certified to the City by the Union. One (1) Union officer, acting in an official capacity as a member of the Grievance Committee, shall be granted leave with pay for the purpose of actually grieving pursuant to this Agreement, provided they notify the Department Head and their absence will not interrupt normal work projects.

E. Union File Cabinet

The Union shall be permitted to keep the Union’s file cabinet in the employee’s locker room.

F. Fair Share

All employees covered by this Agreement have the right to join, participate, or refrain from joining the Union. It is understood that the City will only collect dues and service fees when an employee has signed a check-off authorization form. It is also understood that the City will not be required to take any disciplinary action against any employee who does not sign a check-off authorization.

ARTICLE 5 - CHECK-OFF

A. Monthly Dues

The Employer shall deduct regular monthly dues and initiation fees from the pay of each employee who has individually authorized such deductions. The Secretary-Treasurer of the Union shall notify the Employer and employees as to the amount of such dues. If the Employer, through error or omission, deducts the incorrect amounts of dues or initiation fees, a correction will be made the first payroll after such error is known by the Employer.

B. Forwarding of Dues

The written authorization for payroll deduction of Union membership dues shall be irrevocable during the term of this Agreement, except that an employee may revoke authorization, effective upon the expiration date of this Agreement, provided the employee notifies the City and the Union, in writing, at least thirty (30) days but not more than sixty (60) days prior to the expiration of this Agreement.

The Employer shall forward all such dues so collected to the Secretary Treasurer of Teamsters Local 340, 27 Main Street, South Portland, Maine 04116, within ten (10) days after the month in which deductions are made. 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 money and remitting the same to the Union pursuant to this Article.

C. Check Off Cancellation

The authorization for deduction of benefit fund contributions may be stopped at any time provided the employee submits in writing to the City and the Union a sixty (60) day notice of such intent.

ARTICLE 6 - MANAGEMENT RIGHTS

It is understood and agreed that the City retains the rights and authority to manage, operate, and direct the employees of the City and its' departments in all aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement, except as specifically provided for in this Agreement. These include, but are not limited to:

1. The right to determine its mission, policies, and to set forth all standards of service offered to the Public;
2. To plan, direct, control and determine the operations or services to be conducted by the employees of this City;

3. To determine the methods, means, number of personnel needed to carry out the department's mission;
4. To direct the working force;
5. To hire and/or assign employees within the department(s);
6. To promote, suspend, discipline or discharge for just cause;
7. To lay-off or relieve employees due to lack of work or funds for other legitimate reasons;
8. To make, publish and enforce rules and regulations;
9. To schedule and assign work;
10. To include new or improved work methods, equipment or facilities;
11. To contract out for goods and services;
12. To establish work and productivity standards;
13. To establish overtime; and
14. The City maintains its right to perform unit work with non unit employees so long as it does not result in layoffs of unit members.

A. Department Rules

When existing rules and regulations are changed or new rules are established, providing such rules do not conflict with the Agreement, the City shall provide copies of these rules and/or regulations to the employees.

ARTICLE 7 - HOURS OF WORK

A. Public Works

1. Regular Hours

- (a) Regular hours of work each day shall be 7:00 A.M. to 3:00 P.M., Monday through Friday, with a half (1/2) hour paid lunch break.
- (b) The Transfer Station Attendant's regular hours shall be 8:00 A.M. to 4:00 P.M., Tuesday through Saturday, with a half (1/2) hour paid lunch break.
- (c) The Transfer Station Hauler's hours will vary between 7:00 AM to 3:00 PM and 8:00 AM to 4:00 PM, with a half (1/2) hour paid lunch break. Shifting start time between 7:00 AM and 8:00 AM requires 24 hour notification.
- (d) In order to be compensated for the half hour paid lunch, an employee must have worked the entire eight (8) hour shift. The City retains the right to send

employees home during their regular shift if employees have worked beyond 24 hours.

- (e) Custodians will be assigned eight (8) consecutive hours with a half (1/2) hour paid lunch break for five (5) consecutive days as their regular schedule.

2. Maximum Hours

- (a) An employee shall not be required to work beyond twenty-four (24) consecutive hours. Employees completing twenty-four (24) hours of consecutive work shall receive a minimum of eight (8) hours off the job prior to returning to their regular shift. An employee who desires to discontinue work under this provision will be required to notify the Department Head. An employee who desires to work beyond the twenty-four (24) consecutive hours shall request approval to do so from the Department Head or their designee.
- (b) An employee who works beyond twenty-four (24) consecutive hours will be paid at the overtime rate.

3. Change in Schedule

(a) Shift Differential Tasks

The Department Head or their designee, with a minimum of twenty-four (24) hours notice to the employee, may vary the workday or work schedule for the following tasks:

- Street Sweeping
- Line Striping
- Utility Inspection
- Traffic signal/street light work

- (b) Employees will receive a shift differential, in lieu of overtime pay, for hours worked outside of their regular hours for this work.

(c) Snow Storms

During a major or prolonged storm event an employee's reporting times may be changed. A minimum of 16 hours notice will be given to employees for a change to their regular shift. The City may exercise its right to change an employee's normal starting time during four (4) snow events per contract year (July 1 through June 30). If an employee's normal starting time is changed, the employee shall be guaranteed a minimum of eight (8) hours work at a time and one half rate. If the City

exercises its right to change an employee's normal starting time more than the above mentioned four (4) events, then the affected employees will receive a call in as well as the guarantee of eight (8) hours work at a time and one half rate.

B. Parks and Recreation

1. Regular Hours

Regular hours of work each day shall be 7:30 a.m. to 3:30 p.m., with a half (1/2) hour paid lunch break. Eight (8) hours constitutes the workday, and five (5) consecutive days of work constitutes a work week. The Parks Department shall be required to give the employee(s) a minimum of one week's notice should they require the employee(s) to work on the weekend and the adjusted work schedule. The lunch period will be taken as near mid-shift as possible, depending on work requirements. The one half (1/2) hour paid lunch period shall include clean-up time and shall be taken at the job site. In order to be compensated for the half hour (1/2) paid lunch an employee must have worked the entire eight (8) hour shift. Hours of work for the Program Leader/Park Maintainer shall be non-standard and/or flexible when assigned to recreational activities. When one (1) week notice is not possible due to the requirements of the work, the City may change the regular schedule for its specific needs.

2. Lunch Period

Lunch period shall be one half (1/2) hour paid for the following positions; Parks and Recreation Crew Chief, Parks and Recreation Arborist, Program Leader/Park Maintainer (when assigned to Parks), Groundskeeper and the Park Maintainer/Truck Driver. The Program Leader/Park Maintainer shall have a one half (1/2) hour unpaid lunch when assigned to Recreation.

3. Parks Employees Overtime and Weekend Work

Parks Department employees may have their regular work week schedule adjusted and be required to work Saturdays and/or Sundays. The Parks Department will be required to give the employee(s) a minimum of forty eight (48) hours notice should they require the employee(s) to work on the weekend and the adjusted regular work week schedule. The employee will be paid at the overtime rate of pay or receive time off earlier in that week on a time and one half hourly basis for hours worked on Saturday or Sunday when properly noticed. Should the Parks Department fail to give

the employee(s) forty eight (48) hours notice and require them to work on the weekend, the employee(s) shall receive their time and one half hourly rate of pay for all hours worked on the weekend.

C. Rest Breaks

Employees shall be allowed a fifteen (15) minute rest period to be taken approximately mid-morning at the direction of the supervisor. The employee is expected to bring provisions on the job site and to take their break on site. Paid lunch breaks shall be a maximum of thirty (30) minutes from the time of work stoppage to the start of work and shall be taken approximately midday or the direction of the supervisor. In order to be compensated for the half (1/2) hour paid lunch an employee must have worked the entire eight (8) hour shift. One (1) employee may be assigned by the onsite supervisor to pick up provisions at the nearest provider. Rest periods shall begin upon return of the assigned employee or at the discretion of the supervisor.

D. Emergency Work/Extended Shifts

Employees who for any reason work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period on such next shift. In addition, they shall be granted the regular rest periods that occur during that shift.

E. Meal Allowance

An employee shall be reimbursed ten (\$10) dollars for meals after every ten (10) continuous hours of overtime work. Employees working extended hours with regular shift will receive the first \$10 after twelve (12) hours and \$10 every ten (10) hours after that.

ARTICLE 8 - RESPONSE TIME/RESIDENCY

- A.** From November 20th to April 15th all non-custodial employees are required to respond to work within forty-five (45) minutes after proper notification. Custodial staff are required to respond to work within sixty (60) minutes after proper notification.
- B.** Employees will have fifteen (15) minutes to return an unanswered telephone call. Employees are responsible for monitoring local forecasts and anticipating reporting requirements.

ARTICLE 9 - OVERTIME

A. Overtime Rate

Time and one half (1 ½) of the employee's regular hourly rate of pay shall be paid for overtime work.

B. Procedures

Overtime equalization will be handled in the following manner. Overtime assignments will be sorted by department or divisions within a department: Public Works, Parks and Recreation, and Facilities. When volunteers are not available, overtime may be mandatory on a rotation basis among all qualified employees.

1. Storm Events

Employees who receive a minimum of eight (8) hours notification for storm related overtime work will not receive call-in pay when reporting for scheduled work.

2. Posted Overtime

Scheduled community events such as parades and festivals require public works participation for setup, operation, and removal. Overtime for these events will be awarded to qualified employees with the least amount of overtime who volunteer. Seniority will govern among employees equal in overtime hours.

3. Extended Work Hours

Projects requiring additional work hours on a daily basis will first be offered to employees working on the project during regular hours, and then to other qualified employees.

C. Vehicle Maintenance Personnel

Vehicle Maintenance Personnel shall develop an annual snow plowing operations schedule that shall be approved by the Public Works Director or their designee.

D. Compensatory Time

1. Employees will be allowed to accrue compensatory time in lieu of overtime. Compensatory time will be earned and accrued in the same manner and rate as overtime. For purposes of overtime equalization, compensatory time will be considered overtime.
2. Utilization of compensatory time will be handled in the same manner as vacation time.
3. Employees will be allowed to accumulate a maximum of forty (40) hours of compensatory time during each fiscal year, with the ability to use and replenish yearly beginning July 1st and ending the last pay period in June and to carry-over twenty four (24) hours into the following fiscal year. Employees with accumulated compensatory time at the end of each fiscal year must notify the Department by June 15 as to the number of hours up to twenty four (24) that they wish to carry-over to the next fiscal year, if any. Any employee who fails to notify the Department will automatically be cashed out at their applicable rate of pay for accumulated compensatory time in excess of twenty four (24), with the remaining twenty four (24) hours left in their compensatory time bank.

ARTICLE 10 - CALL TIME

Any employee called to work outside of the employee's regularly scheduled shift shall be paid a minimum of actual time worked, plus three (3) hours. This section does not apply to scheduled overtime. Hours compensated for by call-time pay shall not be computed as hours worked pursuant to the Overtime section of this Agreement. When hazardous conditions exist, qualified employees located at the PW facility may be asked to work between 6:15 a.m. and 7:00 a.m. If this occurs employees will be compensated 45 minutes at their overtime rate in lieu of call time pay.

ARTICLE 11 - CLASSIFICATION WORK

A. Higher Pay for Higher Classification Work

An employee who temporarily performs the duties of a higher classification at a minimum of four (4) consecutive hours or more, the employee shall be compensated at the wage rate of the higher classification. The employee must have the classification and rate of pay approved

by the department head or their designee. The City shall not arbitrarily cease working an employee in a higher classification in order to avoid payment of the premium of working in a higher classification.

B. Pay In Regular Classification

If an employee reports for work and is assigned work of a less skilled nature than that of their normal classification, the employee will receive the rate of pay appropriate to their normal classification.

C. Training for CDL, Licenses, and Certifications

A trainer, who is a unit member, shall be compensated at an additional dollar per hour as approved by the Director.

ARTICLE 12 - PROBATIONARY PERIOD

A. New employees shall serve a probationary period of six (6) months. Prior to the expiration of the probationary period of six (6) months, the City's right to discharge shall remain uncontestable by the Union. If during the probationary period, an employee is off from work more than one (1) month for any reason, with or without pay, the probationary period shall be extended in time equivalent to the duration of the absence. During the employee's probationary period and up to the first year, the employee must obtain a State of Maine Commercial Driver's License (CDL) and/or a State of Maine Inspection if required for their position, otherwise failure to obtain such licenses shall be just cause for termination.

B. Employees, who are promoted, shall have fifteen (15) workdays to return to their former classification. The City shall have sixty (60) workdays to make their determination if the employee is qualified to perform the new job assignment(s). The employee will be returned to their former classification without loss of seniority if they are unable to perform the job.

ARTICLE 13 - HOLIDAYS

A. The following days shall be recognized and observed as paid holidays:

New Year's Day	Patriot's Day
Martin Luther King Day	Memorial Day
President's Day	Labor Day

Independence Day	Day after Thanksgiving
Columbus Day	½ day Christmas Eve
Veteran's Day	Christmas Day
Thanksgiving Day	½ day New Year's Eve

- B.** Employees shall receive pay for each of the holidays listed above on which they perform no work. The amount of pay received will equal the number of hours the employee is regularly scheduled to work that day. The celebration day for each holiday shall be as provided by the State of Maine Law.
- C.** New or rehired employees must complete their first thirty (30) days of probation to be entitled to receive holiday pay.
- D.** In order to be eligible for holiday pay, employees must work their last regularly scheduled work day immediately preceding and their first regularly scheduled work day immediately following the holiday, unless they are excused in writing by the Director or their designee. Excuses shall be granted for the failure to work either the day before and/or the day after a holiday because of approved leave. The City may at its discretion require a doctor's certificate for verification of illness. Employees who are not excused as provided above shall be considered ineligible.
- E.** If an employee worked on any of the holidays listed, they shall be paid holiday, plus time and one half (1 ½) for hours worked. For Thanksgiving, Christmas, New Years, and Fourth of July, the employee shall be paid holiday, plus double time for hours worked.

ARTICLE 14 - VACATIONS

A. Schedule

1. Each employee of permanent standing shall be entitled to annual vacation leave with pay at the convenience of the City in accordance with the employee's current term of continuous employment and in accordance with the City vacation schedule.
2. If a holiday falls within an employee's vacation period, they shall not have that day charged against their accumulated vacation time.
3. Any absence from duty for which sick leave is paid or for official leaves of absence shall not constitute a break in continuous service for the purpose of computing time in service.

4. No employee shall be entitled to work their vacation time with pay, except the case of emergency conditions and with the expressed written permission of the City Administrator or their designee. Use of sick time while on vacation is prohibited.

B. Vacation Accrual

1. The vacation schedule for all employees shall be as follows:

Years of Continuance Service (Begin Accruing)	Maximum Annual Vacation Hours Accumulation	Hours of Vacation Accrued Per Bi- Weekly Pay Period
Date of Hire through the completion of 4 years	80 hours	3.08
Beginning 5 th year through the completion of the 9 th year	120 hours	4.62
Beginning 10 th year through the completion of the 25 th year	160 hours	6.15
Beginning the 26 th year through retirement.	200 hours	7.69

2. New hires or rehired employees shall not be eligible to use accrued vacation until after completion of their probationary period.
3. Employees must reduce their vacation accrual level to the allowable maximum at their employment anniversary date. Vacation time off shall be scheduled at such time or times as shall be mutually agreed upon by the Employer and the Employee, except in the case where the Employee fails to schedule or take vacation time off within the prescribed time, and in such cases the Employer may direct the Employee to take the time off.
4. Vacation shall be granted or denied at the time requested by the employee. If the event, the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee who first requested a given period shall be granted the vacation period. Should two (2) or more employees request on the same day, the same vacation periods the employee with the greatest seniority shall be given their choice of vacation period. Requests for vacations may not be made more than nine (9) months in advance.

5. The City may allow a maximum of two (2) employees per unit, with a limit of one (1) per classification, per week during winter months for the Public Works' employees, provided there are sufficient staffing levels. Additional employees may be allowed leave with the approval of the director or designee.
6. An employee called to work during their vacation shall be given additional vacation time equal to the days worked.
7. Any employee who is laid off, retired, or separated in good standing from the service of the City for any reason, prior to taking their vacation, shall be compensated in cash for the unused vacation they accumulated at the time of separation. In the event that the employee dies during service with the City, any unused vacation shall be paid to employee's estate.

C. Public Works

Public Works employees shall not be usually allowed to take vacation from November 20th through and including April 1st due to the nature of the winter requirements of the job. In the event that an employee is granted vacation time off during this period, at the sole discretion of management, they must remain available to report to work in the event of inclement weather.

D. Parks and Recreation

Parks and Recreation employees shall only be allowed to take up to ten (10) vacation days from May 1st through and including September 15th due to the nature of the spring and summer requirements of the job.

ARTICLE 15 - SICK LEAVE

- A.** Each employee of City covered by this Agreement shall be entitled to accumulate sick leave as follows and accordance with Appendix E Absenteeism Policy
1. Employees shall accumulate sick leave at a rate of 3.692 hours per bi-weekly pay period to a maximum of nine hundred and sixty (960) hours.
 2. Employees shall not accrue sick leave for any pay period during which they are on layoff or other leaves of absences without pay (unless otherwise agreed by the City).
 3. The purposed of charging sick leave, fractions of days will be charged on a quarter hour basis.

4. Probationary employees shall not be entitled to use sick leave hours until they have completed their first thirty (30) days of employment; however, they shall begin accumulating sick leave hours from date of hire.
-
- B.** It is the responsibility of each employee requesting sick leave to notify their department head. Employees who are requesting paid sick leave in accordance with this Article, shall notify or cause notification to be made to their department head at least thirty (30) minutes before the time specified for the beginning of their work day, or as soon as reasonably possible. When someone other than the employee is or has been requested to make the required notification, the employee will be solely responsible for that notification being made. If an employee becomes sick or ill during their work shift, they must notify or cause notification to be made to their department head and/or their designee.
 - C.** The rate of sick leave shall be the employee's regular straight-time hourly rate of pay in effect for the employee's regular job at the time the sick leave is being taken. Employees are expected to be at home (and able to be reached) when using sick leave unless at doctor's, pharmacy, or attending to other illness related circumstances. If an employee calls in sick from a location other than home (camp, relatives, etc.) they shall provide a location and telephone number where they can be reached when calling in.
 - D.** Any absence of three (3) consecutive working days for longer or illness or injury, the City may require a physician's certificate before the employee returns to work.
 - E.** Sick leave may be used for scheduled medical appointments with forty-eight (48) hours advance notice to the Department and shall provide proof/verification of medical appointment taken on said day. Employees will make every effort to limit such use to one-half (1/2) shift.
 - F.** Employees may use up to forty (40) hours per year to care for ill family members to be deducted from the employee's accrued sick leave.

Employees may have forty (40) additional hours of family sick leave which will remain in effect unchanged for the duration of the contract. Approvals may be made at the discretion of both the Director of the department and the Human Resources Director. Said approvals will not be precedent setting and will not constitute a past practice.

The City of Saco provides Family Medical Leave to eligible employees under the terms of the Family and Medical Leave Act of 1993 (FMLA) and the Maine Family and Medical Leave Act (MFMLA).

Employees should make an appointment to meet with Human Resources to discuss their FMLA options and if it is a FMLA qualified event, may use their sick or vacation time while out on FMLA.

G. Payment for Unused Days

1. An employee, upon retirement under the provisions of the Maine Public Employees Retirement System, or upon separation in good standing after ten (10) years of continuous service, will be paid an amount equal to current wages for fifty (50%) percent of all accumulated, unused sick leave.

Employees may deposit this incentive into the ICMA RHS – Retirement Health Savings Account. The RHS Program is sponsored by your employer and administered by ICMA-RC. All contributions to this account are set aside exclusively for qualifying medical expenses. See HR for applications.

2. In the event of the death of an employee while in the service of the City, one hundred percent (100%) accrued sick leave shall be paid to the employee's spouse or child(ren) or to the estate.

H. The City will pay an incentive of eight (8) hours pay or eight (8) hours off with pay for employees who use sixteen (16) or less of sick hours in a six (6) month period, to be computed on the employee's anniversary date.

Employees may deposit this incentive into the ICMA RHS – Retirement Health Savings Account. The RHS Program is sponsored by your employer and administered by ICMA-RC. All contributions to this account are set aside exclusively for qualifying medical expenses. See HR for applications.

I. Worker's Compensation- The City agrees to provide Worker's Compensation coverage for employees covered by this Agreement.

ARTICLE 16 - SENIORITY AND LONGEVITY

A. Definitions

1. **Seniority** - an employee's length of continuous service with the bargaining unit since their date of hire.
2. **Longevity** - an employee's length of continuous service with the City from the date of hire to calculate the vacation accumulation, sick time accumulation, and longevity pay.

B. Seniority List

Every six (6) months, the City shall post on bulletin boards in Public Works facilities a seniority list showing the continuance service for each employee. A copy of the seniority list shall be furnished to the Association when it is posted. Within thirty (30) days the posting, the Association shall bring to the attention of the City any corrections that need to be made to the list or it shall stand as posted. Each subsequent time the list is posted, the only correction that may be made to the list is new employees that have been added. New hires shall be added to the seniority list after their hiring probationary period is completed.

C. Interrupted Services

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

- D.** Seniority will determine truck driving responsibilities within work crew.

ARTICLE 17 - POSITION VACANCIES

- A.** When the City determines that a job opening exists, other than a temporary opening as defined in the Agreement, a notice of such opening shall be posted on the department bulletin board for ten (10) working days.
- B.** During this posting period, employees who wish to apply for the open position, including an employee in layoff, may submit a letter of interest to the department head. Between or among equally qualified department employees as determined by the City, seniority shall be the determining factor.

ARTICLE 18 – LAYOFFS

A. Layoffs

In the event it becomes necessary to layoff for any reason, employees shall be laid off in the inverse order of their seniority within a classification.

B. Bumping

When an employee is laid off due to a reduction in the work force, they shall be permitted to exercise service time within their classification, however if an employee is bumped from a higher classification they shall be entitled to utilize their overall seniority within the lower classification. Employees may not lay claim to other departments during layoffs.

For example, if a layoff were to occur in the Light Equipment Operator classification, the employee who had the least amount of seniority in the LEO classification would be laid off first regardless of their overall seniority within the Department. That employee would then be able to bump to a lesser classification provided the employee was qualified. In this case, the employee could bump down into the truck driver classification and exercise their overall seniority within the Department. The employee with that Truck Driver classification with the least overall Department seniority would be laid off.

C. Recall

1. Employees shall be recalled from layoff according to their seniority. The effective employee's recall rights shall be for a period of thirteen (13) months from the date of layoff. The City agrees to send a certified letter to the last known address of the laid off employee(s) and will allow a seven (7) day period for the employee to respond affirmatively that the employee will accept re-employment. Said seven (7) days will run from the return of the certified mail receipt or the certified letter itself, before the filing position.
2. An employee failing to respond to a certified letter sent to the employee's last known address with the City, within the time limits of this section, will be deemed as having terminated their employment with the City. No new employees will be hired until all employees on layoff status have been afforded the recall notice in accordance with the above outlined procedure.

ARTICLE 19 - LEAVE OF ABSENCE

- A.** A regular employee with a minimum of one (1) year of service may be granted a leave of absence without pay when approved by the City Administrator or their designee but for no period greater than one (1) year. Failure of an employee to return to work at the expiration of the leave without having arranged for an extension will be deemed a resignation. Full seniority rights shall be maintained during the absence. The Association shall be notified in writing of any such leave of absence within one (1) week of the effective date, if possible. If due to emergency, the leave of absence is granted, notification to the Association will be made as soon as possible thereafter.
- B.** The leave of absence shall be used for the purpose for which it was originally approved. Failure to comply with this provision could result in the loss of employment.

ARTICLE 20 - PAID LEAVE

A. Bereavement Leave

In the event of death of an employee's immediate family member (spouse, domestic partner, children, parents, step-parents, father or mother-in-law, brother or sister-in-law, grandchildren or siblings), the employee shall be granted up to five (5) work days leave of absence without loss of pay to make household adjustments or to arrange for and attend funeral services. Extensions may be granted at the discretion of the department head.

up to

B. Additional Bereavement Leave

The City Administrator may grant additional leave under this clause in unusual or exceptional circumstances.

C. Jury Duty

Any permanent employee called for jury duty or subpoenaed by a legislative, judicial or administrative tribunal, shall be allowed time away from work with pay for such purposes. Upon receiving the sum paid for jury services or witness fee, the employee shall submit the warrant, or its equivalent to the City of Saco.

D. Military Leave

Employees shall be granted a military leave of absence without loss of seniority to fulfill their military duties in the armed forces, National Guard, or Military Reserves. The employee on reserve or guard duty must furnish the department head with an official statement signed by authority giving the employee's rank, pay and allowance during employee's seventeen (17) calendar day period. The Employer will pay the difference, if any between the employee's regular pay and military leave pay for National Guard or reserve training up to seventeen (17) calendar days per year.

ARTICLE 21 - DISCIPLINARY ACTION

A. Disciplinary Actions

Disciplinary actions or measures may include but not limited to the following; oral reprimands, written reprimands, suspensions, and discharges. Disciplinary demotions may also be considered as appropriate disciplinary actions.

B. Disciplinary Reasons

All disciplinary actions shall be for just cause and subject to the grievance procedure. In the event of a discharge an employee must first be afforded a discharge hearing whether they request it or not. When an employee is notified of a pending discharge hearing, said notice shall contain any/all alleged violations or misconduct. Said hearing shall be held at a mutual convenient time and date to allow the parties sufficient time to prepare. This meeting shall be used to determine whether just cause exists for the discharge.

C. Appeal Rights

The Association shall have the right to take up the suspension and/or discharge as a grievance at Step 3 of the grievance procedure, within seven (7) working days of receiving notice of said action sent certified and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

D. Reinstatement

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

E. Personnel Files

1. The City shall keep a central personnel file at City Hall in Human Resource Office for each employee.
2. Upon appropriate request, an employee may inspect their personnel file subject to the following:
 - a. Inspection shall occur during non-working hours, including lunch and break periods, at a time and in a manner mutually acceptable to the employee and the City.
 - b. Copies of the materials in an employee's personnel file shall be provided the employee upon request
3. Documentation of the disciplinary actions shall be purged according to the following guidelines:
 - 1 year for an oral reprimand;
 - 2 years for a written reprimand;
 - 3 years for suspensions that are 1-2 days; and
 - 4 years for suspensions more 3 or more days. In the event that further disciplinary action is taken during the period, the full required period for active reprimands must again be served from the date of the subsequent discipline.

F. Valid Maine Driver's License Requirement

It is the City's policy to require all employees who operate a city vehicle to have and maintain a valid Maine Motor Vehicle License as required by the employee's classification. The City will periodically verify such a license. Consequences for temporary or permanent loss of license are as follows:

1. License for a period up to six (6) months will result in an automatic demotion for the duration of the license suspension. Loss of a Motor Vehicle Operator's License

“Demotion” for the purpose of this policy shall be the equivalent to a ten percent (10%) reduction in pay.

2. Loss of Motor Vehicle License for a period of more than six (6) months and up to a year will result in suspension without pay and a ten percent (10%) reduction in pay for the duration of the license suspension. The length of the suspension will be determined by the department head and will be based on the employee’s previous work history as well as the immediate loss of license but will not exceed three days.
3. A subsequent loss of license that occurs within three (3) years of the loss that resulted in suspension or an initial loss of license for a period of one (1) year or more may result in immediate termination.

ARTICLE 22 - GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is defined as any dispute which arises between two parties as to the meaning or application of a specific term of this Agreement.
2. An employee or group of employees may file a complaint concerning any matter covered in this Agreement and such a complaint shall be processed in accordance with Section B below.
3. Day shall mean Monday through Friday excluding legal holidays as defined by this contract.

B. Procedure

1. A grievance shall be initiated at the lowest step at which a remedy can be granted.
2. An employee may file and process a grievance through Step 3 of this procedure without representation of the Union provided the Union has been notified that a grievance has been filed and is given reasonable opportunity to be present at any meeting held to discuss the grievance and to present its point of view.

Step 1 - Immediate Supervisor

The Union Steward, with the employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) days of the date of the grievance or the employee's first reasonable knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the Steward in writing within fifteen (15) days after the meeting with the Steward. Grievances filed by Parks and Recreation employees will begin at step 2 of the grievance process.

Step 2 - Department Head

If the grievance still remains unadjusted, it shall be presented in writing by the Association Steward and/or employee to the Department Head within seven (7) days after the supervisor's response has been received or is due, whichever is sooner. The Department Head shall meet with the steward and/or employee within three (3) days of receipt of the written grievance. The Department Head shall respond in writing to the Union Steward, with a copy to the Local Union President, within five (5) days after the meeting to discuss the grievance.

Step 3 - City Administrator

If the grievance still remains unadjusted, it shall be presented by the Union Steward, in writing to the City Administrator or their designee, within seven (7) days after response of the Department Head is received or due, whichever is sooner. The City Administrator shall meet with the steward and/or employee within seven (7) of receipt of the written grievance. The City Administrator shall respond in writing to the Union's Steward and/or employee, with a copy of the response to the Union President within ten (10) days of a meeting with the Steward and/or employee.

Step 4 - Arbitration

- a. If the grievance is still unsettled, the Union may, within ten (10) days after the written reply of the City Administrator is received or due, whichever is sooner, by written notice to the other, request arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the City and the Union within seven (7) days after notice is given. If the parties fail to select an arbitrator, the State Board of Arbitration and Conciliation shall be requested by the Association to serve as arbitrator on the grievance.
- b. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue their decision within thirty (30) calendar days after the conclusion of testimony and argument.

- c. Expenses for the arbitrator's services and the proceedings shall be borne equally by the City 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 such record to be made, providing it pays for the records and makes copies available without charge to the other party and to the arbitrator.
- d. The time limits may be extended orally by mutual consent, but must be confirmed in writing.

ARTICLE 23 - NO STRIKE - LOCKOUT

- A. During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike or any other interference with the work and statutory functions or obligations of the City. During the term of this Agreement, neither the City nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by the Agreement.
- B. The Union agrees to notify all Union Officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others and to encourage employees violating this section to return to work.
- C. The City may discharge or discipline any employee who violates this Article and any employee who fails to carry out their responsibilities under this Article.

ARTICLE 24 - UNIFORMS, CLOTHING, AND FOOTWEAR

A. Protective Clothing and Devices

If an employee is required to wear protective clothing, or any type of protective device as a condition of employment, such protective clothing or protective device shall be furnished by the City. The cost of repairing and maintaining the protective clothing (not lost or damaged by negligence) and protective device in proper working condition shall be paid by the City. For this purpose of this Article, protective clothing and protective device shall mean those items which are required, as determined by the City and set forth in the City Safety/Wellness Manual, to protect employees from existing or potential safety hazards. All items provided as protective clothing or devices remain the property of the City and are only to be used in

accordance with the Department rules. Upon separation, all items, other than those worn out through normal use, must be returned (or paid for) by the employee before their final paycheck will be issued.

B. Work Clothes and Footwear

From July 1, 2018 to June 30, 2019, the City shall provide the employees covered by the Agreement an annual clothing/boot allowance of five hundred fifty dollars (\$550) per fiscal year. Maximum of \$550 of the clothing allowance may be applied to a uniform service by the mechanics. There will be a designated boot allowance up to \$150 for mechanics. .

The City shall provide the employees covered by the Agreement an annual clothing/boot allowance of six hundred dollars \$600 per fiscal year and \$750 per fiscal year for the mechanics provided in semi-annual payments to the employee at the first pay period in July and the first pay period in January effective July 1st, 2019.

The clothing/boot allowance will be used to purchase standard work clothes for the position, and to purchase boots that meet the proper ANSI Z41-1983 (Class 75) safety toe standards

Examples of eligible clothing include but are not limited to: pants, socks, belts, sweaters, and winter underwear. Unit members agree to use their clothing allowance to purchase department approved attire and outdoor jackets or coats as needed from the City.

Eligibility will start the day of hire; however, should the employee leave before completion of their six (6) month probation, any and all money shall be reimbursed to the City.

C. Tool and Equipment

1. The City shall provide the Lead Mechanic, Mechanics and Mechanic II with an annual tool allowance of five hundred dollars (\$550) per fiscal year. The Mechanic's Helper shall receive an annual tool allowance of three hundred dollars (\$300) per fiscal year.
2. Eligibility for the tool allowances shall begin when the employee completes their probationary period. The annual tool allowance amount shall be prorated from the date of hire to end of fiscal year (June 30)

3. This tool allowance shall be paid on the payment schedule as the clothing allowance (24B above). The tools remain their property and are the responsibility of the Lead Mechanic, Mechanic, Mechanic II or Mechanic's Helper.
4. Employee shall not be responsible for purchasing or be required to have any specialized tools which are needed specifically because of vehicles or types of repair work unique to the City

ARTICLE 25 - SMOKE FREE WORKPLACE

There will be no smoking of tobacco products or the use of smokeless or "spit" tobacco within City-owned or leased vehicles or buildings including; offices, hallways, restrooms, lunchrooms, elevators, meeting rooms, community areas, and garage facility per state and federal laws.

ARTICLE 26 - EVALUATION

The City retains the right to evaluate these employees in a manner determined by the management. The City agrees to meet and consult with the representatives of the Union to discuss any changes to the evaluation form or procedures. Employee evaluations shall remain in an employee's file and can be considered as a part of disciplinary measures. Employee performance evaluations are not subject to the grievance procedure. An employee may request a meeting with the department head if they receive a rating of unsatisfactory on an evaluation. Employees will be able to attach comments to the evaluation form to be kept in their file.

ARTICLE 27 - INSURANCE, RETIREMENT, AND BENEFITS

A. Short-Term Disability and Long-Term Disability Insurance

An employee's sick leave and vacation time can be used in conjunction with the income protection insurance to ensure continued compensation or the employee must otherwise cover their other benefit expenses when out on disability.

For short-term disability, the City's Income Protection Vendor covers 66.7% of the weekly gross salary. The other 33.3% is reimbursed by the employee's accrued sick time first and then accrued vacation time if the employee chooses to make their check whole for each bi-weekly paycheck.

For long-term disability, the City's Income Protection Vendor covers 60% of the weekly gross salary. The other 40% is reimbursed by the employee's accrued sick time first and then accrued vacation time if the employee chooses to make their check whole for each bi-weekly paycheck.

Except for unforeseen circumstances, such as an emergency, prior to going out on any disability, employees will meet with Human Resources to understand their benefit deductions and payment plan.

Employees can opt for a "buy up" for up to sixty percent (60%) of their annual salary for LTD coverage on a voluntary basis to be administered by a payroll deduction on the employees' behalf.

B. Workers' Compensation

1. The City agrees to provide Workers' Compensation coverage for employees covered by this Agreement.
2. In the case where an employee sustains a work connected illness and/or injury arising out of and in the course of employment, which disables an employee from being able to perform the duties of the position, the employee may draw from their sick leave, if earned and accumulated, per disability, to cover the 14 day waiting period and then be able to draw sick leave to equal 100% of the employee's gross wages when added to their Workers Compensation payment.

C. Medical Insurance

1. The Employer shall participate in the Maine Municipal Employees Health Trust (MMEHT) PPO-500 plan or comparable with an Health Reimbursement Arrangement (HRA) funded at 75% (seventy five percent) of the maximum out of pocket (MOP) cost for an employee on the plan or for an employee with any dependents (spouse and/or children) enrolled in the plan.

The City of Saco provides tax-free reimbursements of qualified medical expenses through the Health Reimbursement Arrangement (HRA). The HRA is integrated with its current group health plan and is funded 100% by the City. The account is set

up to reimburse employee single coverage or employee and dependent coverage at a rate of 75% of the total required health benefit out of pocket expenses. Commencing on January 1 the HRA accounts are updated. However, the new calendar year funds are incorporated at the time of the first calendar year payroll. The HRA funds shall be used in full prior to employees using their own funds to cover out of pocket expenses. If the City changes plans, it must be to a plan that is equal to or better than the PPO 500 with the HRA provided herein.

2. The employee shall split the monthly health insurance premium for their selected plan (family, employee and child, employee and spouse or employee), the employee share be twenty percent (20%) and employer share will be eighty percent (80%).
3. If an employee has health insurance coverage outside the City of Saco, the City shall pay the employee one hundred and fifty dollars (\$150) per bi-weekly pay period. The employee must show proof of said coverage a minimum of once per year and at other times as requested. Employees who lose outside coverage due to divorce, death of a spouse, or spouse's termination will be allowed to back into the City's insurance plan based upon the plans requirements and limitations.

D. Dental/Optical Fund

1. The Employer agrees to provide a dental and optical fund payable to each employee per contract year from which each unity member may draw for family dental and optical expenses upon presentation of bills for dental and optical services rendered. The fund will be three hundred twenty-five dollars (\$325) per employee per year. An employee must be employed for a minimum of six (6) months before being eligible for this benefit.
2. City will provide a dental insurance program/plan. The City will contribute three hundred and twenty-five dollars (\$325) towards the cost of the employees elected premium and the employee shall pay the remaining cost. If an employee can provide documentation that they are covered under another dental plan, the employee shall be entitled to three hundred and twenty-five dollars (\$325) per contract year, after a thirty (30) wait period, for reimbursements for dental and/or optical for unit member or their immediately family member.

E. Section 125 Flexible Spending Accounts

The City will implement a Section 125 flex cafeteria plan for payment of employee's contributions to medical insurance premiums. In addition, employees may opt for a salary reduction account for dependent care and out of pocket eligible medical expenses.

F. Retirement Benefits

The City agrees to continue to participate in the Maine Public Employees Retirement System (MainePers) under the options, which the City has selected and were in effect as of July 1, 1995. The City further agrees to continue participation in the Social security Program (FICA). Alternately, an employee covered by this Agreement may forego MainePers and in lieu thereof, participate in the Employer's Deferred Compensation Plan, International City Managers Association (ICMA) 401A (mandatory 5% match), or 457 Empower Retirement Plan (City contributes 5%), or ICMA 457 plan (City contributes 5%).

ARTICLE 28 - SAVINGS AND SEPARABILITY

If any article of this Agreement, or riders thereof, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held restrained, shall not be affected thereby. Any article or section declared invalid or unenforceable shall be re-negotiable at the time of said declaration; however, all other articles shall remain as negotiated at the time of contract signing.

ARTICLE 29 - WAGES

A. Wage Scale

The wage and longevity scale is attached as Appendix A and shall be considered a part of this agreement.

B. Pay Days

Employees will receive their paycheck every other Friday.

ARTICLE 30 - POLITICAL ACTIVITIES

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

ARTICLE 31 - SUBCONTRACTING

The City reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, and/or improve work productivity or emergencies so long as the subcontracting does not result in layoffs of unit members.

ARTICLE 32 - GENERAL CONDITIONS

A. Care of Equipment

All equipment operators shall check the condition of the equipment assigned to them at the end of each day and, if a defect is found, prepare a brief report on the condition of the equipment. Such reports shall be responsible for maintaining all equipments are in good working order.

B. Sanitary Conditions

The City will furnish and maintain safe and healthful sanitary conditions including clean and adequate washing facilities and toilets at the Public Works facility and the Parks and Recreation maintenance building.

C. Accident Review Board

In the case of an accident in the workplace, the Department Head, or designee, will select two (2) members to participate in the investigation and recommendations for future prevention. Members will be selected based on their knowledge of the equipment involved

in the accident or direct knowledge of the accident itself. Investigation findings and recommendations will be kept on file.

ARTICLE 33 - DURATION

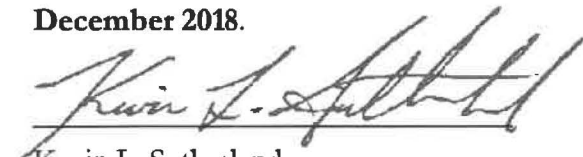
A. Effective Date

Except as otherwise specifically stated herein, this Agreement shall be effective upon signing of contract except where specifically provided in the contract such as for wages and shall remain in full force and effect until June 30, 2018. The Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party the manner set forth in the following paragraph.

B. Termination

In the event that either party desired to terminate this Agreement, written notice must be given to the other party not later than ten (10) days prior to the desired termination date set forth in the preceding paragraph.

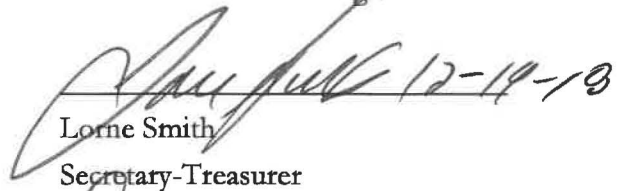
IN WITNESS WHEREOF, the parties have hereunto set their hand this 18th day of **December 2018**.



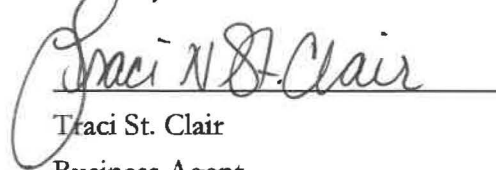
Kevin L. Sutherland
City Administrator
City of Saco



Brett Miller
President & Business Agent



Lorne Smith
Secretary-Treasurer



Traci St. Clair
Business Agent

APPENDIX A - WAGES

CLASSIFICATION	7/1/2018	7/1/2019	7/1/2020
	3%	3%	3%
Lead Mechanic	\$26.41	\$27.20	\$28.02
Utility Technician	\$24.61	\$25.34	\$26.11
Engineer Technician	\$23.25	\$23.94	\$24.66
Mechanic	\$22.89	\$23.57	\$24.28
Heavy Equipment Operator	\$21.86	\$22.51	\$23.19
Mechanic Store Clerk	\$21.44	\$22.09	\$22.75
Parks and Recreation Crew Chief	\$22.21	\$22.87	\$23.56
Parks and Recreation Groundskeeper	\$21.86	\$22.51	\$23.19
Parks and Recreation Arborist	\$21.86	\$22.51	\$23.19
Light Equipment Operator	\$20.07	\$20.68	\$21.30
Light Equipment Operator/Electrical	\$22.59	\$23.27	\$23.96
Collection Systems Operator	\$20.07	\$20.68	\$21.30
Program Leader/Park Maintainer	\$19.82	\$20.41	\$21.02
Truck Driver	\$19.24	\$19.82	\$20.41
Transfer Station Attendant	\$20.07	\$20.68	\$21.30
Transfer Station Hauler	\$20.07	\$20.68	\$21.30
Parks & Recreation Maintainer/Truck Driver	\$19.24	\$19.82	\$20.41
Mechanic II	\$20.35	\$20.96	\$21.59
Mechanic Helper	\$19.24	\$19.82	\$20.41
Laborer	\$17.29	\$17.81	\$18.35
Custodian/Maintenance Worker	\$20.80	\$21.42	\$22.06

Longevity: In addition to the above, employees shall receive longevity increase on the anniversary date of employment as follows;

- After four (4) years of service 2%
- After eight (8) years of service 4%
- After twelve (12) years of service 6%
- After sixteen (16) year of service 8%
- After twenty (20) years of service 10%

The above rate will be added to the regular rate on the regularly hourly rate on the first full pay week after attainment of the anniversary.

Shift Differential: Employees shall be paid a \$.35/hr shift differential for duties outlined in Article 7.

The Electrician/Light Equipment Operator position: additional \$2.00/hour

The Carpenter stipend: add \$1.00/hour stipend.

The Fabricator stipend: add \$1.00/ hour stipend. Effective when position created.

APPENDIX B - EQUIPMENT CLASSIFICATION

Light Equipment

1. All Front End Bucket Loaders
2. 416 Small Backhoe With Boom
3. New Holland Tractor
4. Street Sweeper
5. Vactor Truck
6. Mini Excavator

Heavy Equipment

1. Excavator

APPENDIX C - WINTER CALL-IN PROCEDURE

A. General

Winter operations will require call-in of public work's unit personnel. Call-in procedures will vary depending on storm conditions and weather forecasts. Employees are expected to be aware of anticipated weather situations and to be available when needed for emergency situations. Supervisors are on call and will be responsible for monitoring conditions and forecasts. They will also be in contact with emergency services dispatch personnel who will relay information from police units around the city. The supervisor will decide on the level of response required and will mobilize personnel and equipment accordingly. In cases of a severe storm event they will notify the General Superintendent as to the employee's actions. The General Superintendent will make the decision to report for duty and to also notify the Director and Deputy Director.

B. Call-In List

A call-in list has been developed and has been in use for some time. It is used to identify employees who must be available for winter call-in work. This will be posted within the department and used each year from November 1st through April 1st. The list also serves to equalize overtime among all employees and is updated weekly to reflect this. The employee with the least amount of overtime hours worked is listed first followed down the line to the employee with the most overtime hours worked listed last.

C. Short List

1. A sub-section of the call-in list known as the "short list" has evolved to identify volunteers who are the first to be called for routine assignments, such as spot sanding, as well as storm events.
2. Interested employees will sign up each Thursday for the upcoming week, (Monday-Sunday). They will be placed on the list using seasonal overtime system described above. The on call supervisor will utilize the list when calling in personnel. Once a person has been called in during that week they go to the bottom of the list and the next person on the list is called for subsequent assignments. This process repeats itself throughout the week as personnel are called in. Employees are responsible for monitoring their position on the call in list and to be aware of the probability of

being called for "short crew" duties. All Association unit personnel are eligible for "short list" duty. Truck Drivers will be utilized first followed by Light Equipment Operators, Heavy Equipment Operators, and

Mechanics. Personnel volunteering for the "short list" must be available when called unless excused by a Supervisor for that day.

D. Call-In

1. A call will be made by the designated Supervisor or by an employee assigned to assist with this task. The call may involve only "short list" Personnel.
2. Call-in of additional personnel may be staggered or delayed depending on actual and anticipated conditions.
3. Call-in of the entire crew will be initiated when conditions become extreme or additional personnel are required to keep ahead of storm conditions.

E. Employee Responsibility

This is a municipal public works operation. Employees are required to be available for winter operations and other weather emergencies. Employees will provide the department with a telephone number where they can be reached if needed. In case where the employee will not be reachable at the number provided, it is the employee's responsibility to make certain that the Supervisor on duty has a telephone number or contact information where they may be reached. One (1) call from the department for short crew or general call-in will constitute a reasonable effort to reach an employee. Employees will have fifteen (15) minutes to return an unanswered telephone call. Employees must be available to report for duty within thirty (30) minutes of notification. Employees shall be responsible for monitoring local forecasts and anticipating reporting requirements.

F. Excused Absences

Employees wishing to be temporarily excused from call-in obligations detailed here shall follow established department procedures for obtaining an excused absence.

G. Sick Leave

Employees who have called in sick for the day will be called for work outside of the normal shift and may refuse the work without penalty if they are too ill to report. Employees who become sick after hours and are unable to report for work must notify the on call Supervisor of their condition and inability to report due to illness.

H. Discipline

Employees who fail to fulfill their obligations as detailed in this section will be subject to disciplinary procedures.

APPENDIX D - SEASONAL WEEKEND WORK AT CAMP ELLIS

A. General

1. Due to seasonal activities in the Camp Ellis area the Public Works Department has a need to provide personnel for weekend and holiday duty, the so-called "Beach Detail". Generally speaking the period involved will be from Memorial Day weekend to Labor Day weekend.
2. Duties will include general patrol, emptying trash containers, and picking litter as needed. Employees can decide when to report for this detail; however the work shall be completed by 9:30 AM for the purpose of appearance to the general public. Employees will receive four hours pay for this task and are required to punch in when going on duty.
3. A sign up list will be posted by May 1st of each year for volunteers. All department personnel will be eligible to volunteer for this work. These volunteers will be presented with a list of available days and allowed to select two days based on their seniority (senior person gets first choice, next senior person gets second choice etc.) and rules regarding equalization of overtime. This process will be repeated until all available days have been selected. Employees may pick one or both days of a weekend. This will become the schedule for the season and will be posted in the crew area.
4. In cases where a day or weekend is not covered, personnel will be assigned in accordance with Article 7 of the contract. Employees will be responsible for working their assigned days. If an employee cannot work he will find a substitute subject to approval by the General Superintendent.

APPENDIX E - ABSENTEEISM POLICY

A. PURPOSE

1. The purpose of this policy is to establish the legitimate intended uses of leave privileges/benefits and identify unacceptable use and misuse of these privileges/benefits. Regular scheduled attendance is a condition of continued employment with the City of Saco.
2. The objectives of addressing absenteeism are to:
 - a. Improve productivity through better attendance.
 - b. Minimize costs associated with employee absences due to sick leave.
 - c. Maintain overall agency morale by ensuring each employee meets their own work requirements.
 - d. Standardize sick leave procedures.
 - e. Communicate supervisor's expectations of sick leave usage.
 - f. To ensure consistency with the provisions of the Collective Bargaining Agreement.

B. POLICY STATEMENT

1. The City recognizes that employees may be absent as a result of their own illness or injury or immediate family members. The employee may have the ability to use accrued paid leave to accommodate these periods of illness or injury.
2. The City also recognizes that full-time employees may be entitled to the following leave as outlined in their Collective Bargaining Agreement.
 - a. Bereavement Leave
 - b. Jury Duty Leave
 - c. Military Leave
 - d. Vacation Leave
 - e. Compensatory Leave
 - f. Educational Leave
 - g. Maternity & Paternity Leave

C. ABSENTISM GUIDELINES

1. Employees with accrued sick leave balance shall be allowed to utilize such sick leave as outlined in their Collective Bargaining Agreement for the following purposes.
 - a. Personal Illness or Disability
 - b. Family Illness or Disability
 - c. Maternity, Medical and Extended Duty Injury Leave
 - d. Medical and Dental Appointments

2. If the City believes sick leave is being abused, it may require the employee to furnish substantiating evidence or statement from their physician certifying that absence from work was required due to one of the reasons listed above. In any case, such certification must be presented whenever sick leave is requested for three (3) or more consecutive workdays.

3. The City shall have the right as its discretion to verify the report of the attending physician concerning the illness or disability of an employee and to require the employee to be examined, at the City's expense, by a physician selected by the City to determine the nature and extent of the illness or disability.

4. As a result of such physician's statements and examinations, the City may approve or deny an employee's sick leave requests, and establish limits and conditions for any further approved sick leave connected with the same illness or disability.

5. Use of any leave privilege or benefit is subject to approval by the Department Head or their designee. All leave requests shall be used for the manner intended.

6. Each day of an unexcused leave of absence shall be considered an occurrence. When a physician's note or other approved documentation is provided, the absence will not be counted as an occurrence. The following occurrences shall be subject to progressive discipline as outlined in the Collective Bargaining Agreement.
 - a. Three (3) unexcused occurrences within ninety (90) days.
 - b. Five (5) unexcused occurrences within six (6) months.
 - c. Seven (7) unexcused occurrences within twelve (12) months.

D. REGULATORY COMPLIANCE

In applying this policy, the City shall comply with the requirements of local, state and federal anti-discrimination laws and any other personnel laws, administrative civil service regulations, or provisions of the collective bargaining agreement that may exist.

APPENDIX F - SACO CELL PHONE ALLOWANCE POLICY

PURPOSE: To establish a policy for the management and use of cellular telephones for City employees.

CELL PHONES:

- A.** The City recognizes a need for the use of cellular telephones by City employees in the performance of their duties. Department Directors will determine which employees in their department require the use of cellular telephones. It will be the responsibility of the Director to justify and budget for the cellular phone allowance. The employee is responsible to meet the same standard of service with their personal phone that they would meet if the City issued them a phone. The cellular telephone they use will be their personal property and therefore the employee will be responsible for the capital cost of the phone and the decision whether to carry insurance on the phone at their own expense.
- B.** When providing a City cell phone the Director must classify what level of access is required for the individual. This should be decided based on the department's requirements of the position to be accessible. The classifications are as follows:
1. Cell Phone Usage: City requires the ability to reach the person when in the field or as required by their positions duties. Only occasionally contact (under 200 minutes/texts a month).
 2. Medium Cell Phone Usage: City requires the ability to reach the person when in the field or as required by their positions duties. Medium Daily use of the cell phone (200 minutes/texts a month or more).
 3. Heavy Cell Phone Usage: City requires the ability to reach the person when in the field or as required by their position duties. Department also requires the individual to have access to e-mail, texting and/or other data services.

- C.** Each classification will have a specific reimbursement amount, set by the Finance Director. The reimbursements including the \$5 a month equipment allowance will be as follows:

Classification	Plan amount	Equipment	Total Reimbursement
Cell Phone	\$5	\$5	\$10.00
Medium Cell Phone	\$15	\$5	\$20.00
Heavy Cell Phone	\$35	\$5	\$40.00

- D.** 24 hours, 7 days a week. If they do not have the phone on or choose to not answer the phone, they may lose their allowance and discipline may occur. Excluding vacations, sick days and extended Leave of Absences.
- E.** In no case, shall the allowance amount exceed the actual cost the employee is paying for their cellular telephone service. If the amount is not over \$10, the employee will only be reimbursed up to the actual amount paid.
- F.** The equipment allowance for each employee will be \$5 a month. This equipment allowance can be used by the employee for the cost of the phone or the cost of accessories (chargers, belts clips, etc).
- G.** Employees will be allowed to make and receive personal calls on the cellular phone since it is the employee's personal property. However, these personal calls shall not interfere with work as already provided by city policy. Employees shall refrain from using their cell phones while driving a City vehicle. Employees should proceed to a safe location off the road and stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employee is driving, the employee shall use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.
- H.** A cellular telephone authorization form shall be completed by the employee and reviewed and signed by Department Director and City Administrator. The completed form shall then be forwarded to the Finance office.
- I.** The cellular telephone reimbursement will be paid quarterly through payroll (example: January-March will be paid in April)
- J.** The allowance shall continue until the Finance Director (or his designee) is notified in writing by Department Director to discontinue the allowance or at a time that the employee terminates employment with the City.
- K.** Annually, as determined by the Finance Director, the employee will be required to submit documentation verifying the cellular telephone number and the cost of the plan to ensure that the allowance does not exceed the allowance amount. Since documentation is being provided, the employee will not be taxed on the allowance amount.