

**Agreement Between  
The Town of Cape Elizabeth, Maine  
and Teamsters Union Local # 340 Representing  
The Cape Elizabeth Public Works Department  
July 1, 2008-June 30, 2010**

**Table of Contents**

<b>Preamble</b>	
<b>Article I.</b>	<b>Recognition</b>
<b>Article II</b>	<b>Membership in the Local Union</b>
<b>Article III</b>	<b>Management Rights</b>
<b>Article IV</b>	<b>Dues and Fee Deduction</b>
<b>Article V.</b>	<b>Identification Fees</b>
<b>Article VI.</b>	<b>Access to Premises</b>
<b>Article VII.</b>	<b>Grievance Procedure</b>
<b>Article VIII.</b>	<b>Stewards</b>
<b>Article IX</b>	<b>Union Activities</b>
<b>Article X.</b>	<b>Personnel Files</b>
<b>Article XI.</b>	<b>Maintenance of Standards</b>
<b>Article XII.</b>	<b>Separability and Savings Clause</b>
<b>Article XIII.</b>	<b>Injured on Duty</b>
<b>Article XIV</b>	<b>Non Discrimination</b>
<b>Article XV.</b>	<b>Defective Equipment</b>
<b>Article XVI</b>	<b>Supervisory and Reserve Personnel</b>
<b>Article XVII.</b>	<b>Disciplinary Proceedings</b>
<b>Article XVIII.</b>	<b>Discharge or Suspension</b>
<b>Article XIX.</b>	<b>Bulletin Boards</b>
<b>Article XX</b>	<b>Seniority</b>
<b>Article XXI</b>	<b>Lie Detector Tests</b>
<b>Article XXII.</b>	<b>Examinations</b>
<b>Article XXIII.</b>	<b>Complaints</b>
<b>Article XXIV.</b>	<b>Hours of Work and Overtime</b>
<b>Article XXV.</b>	<b>Wages</b>
<b>Article XXVI.</b>	<b>Call In Pay</b>
<b>Article XXVII.</b>	<b>Work Breaks</b>
<b>Article XXVII (A)</b>	<b>Allowances</b>
<b>Article XXVIII</b>	<b>Vacation and Family Leave</b>
<b>Article XXIX.</b>	<b>Holidays</b>
<b>Article XXX.</b>	<b>Sick Leave</b>
<b>Article XXXI.</b>	<b>Special Leave</b>
<b>Article XXXII</b>	<b>Leave of Absence</b>
<b>Article XXXIII.</b>	<b>Military Leave</b>
<b>Article XXXIV.</b>	<b>Health Insurance</b>
<b>Article XXXV.</b>	<b>Retirement</b>
<b>Article XXXVI</b>	<b>Term of Agreement</b>

## **Preamble**

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26 M.R.S.A., 961 through 974, 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 I. 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, (including year round part time employees working an average of 20 hours or more per week on a regular schedule) within the bargaining unit, as determined in accordance with the Municipal Public Employees Labor Relations Act.

## **Article II. Membership in the Local Union**

- a. All employees shall have the right to join the union or refrain from doing so except as otherwise provided herein. No employees shall be favored or discriminated against either by the Town or by the Union because of membership or non-membership in the Union. The Union recognizes its responsibilities as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.
- b. All employees who are currently in the bargaining unit or who enter into the bargaining unit subsequent to the effective date of this agreement, shall during the term of this agreement be required to pay the Union amounts equal to eighty (80%) per cent of the Union's regular periodic dues. The obligation to pay such amounts shall begin on the first day of the month next following the thirteenth calendar day after achieving bargaining unit status or the first day of the month next following the thirteenth calendar day after the effective day of this agreement whichever is later.
- c. All employees in titles covered by this agreement shall be informed by the Town at the time of hire of the existence of this agreement and the obligation of employees after entering the bargaining unit to either join the Union and pay the initiation fees and regular periodic dues or pay to the Union amounts equal to the Union's regular periodic dues. The Town shall promptly notify the Union of the name and address of each employee who enters the bargaining unit.
- d. In the event this provision for Union security shall be declared to be invalid by any tribunal of competent jurisdiction, the Union shall indemnify and hold harmless the Town for any and all damages restitution of amounts paid hereunder

### **Article III Management Rights**

Except as otherwise clearly and expressly limited by a specific term of this Agreement, the Town hereby has and retains all of its rights, powers, authority, discretion and prerogatives and the sole and exclusive right to manage and direct its operations and its employees. This includes the right to plan, direct and control department activities, to schedule and assign work to employees, to determine means, methods, procedures and equipment to maintain efficiencies within the department, to determine the staffing of jobs, and to establish and require observance of reasonable rules and regulations not inconsistent with this Agreement.

The Union acknowledges the right of the Town to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the terms of this Agreement. Two copies of any rules and regulations governing the conduct of its employees in the bargaining unit will be furnished to the Union Steward.

### **Article IV. Dues and Fee Deduction**

#### **Section 1 - Dues**

- A.** The employer shall deduct regular monthly dues and 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 no less than ten (10) days before the expiration of the agreement, of his desire to revoke his authorization for check off.
- B.** The employer shall forward all such dues and fees so collected to the Secretary-Treasurer of the Local Union before the tenth day of the month following the month in which deductions are made.
- C.** 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.
- D.** 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 V. Identification Fees**

Should the employer find it necessary to require employees to carry or record full personnel identification, such requirement shall be complied with by the employees. The cost of such personnel identification shall be borne by the employer. Any time spent off duty in pursuit of required personnel identification shall be compensated for at applicable rates of pay.

**Article VI.**  
**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 are no interruptions of the employer's working schedule.

**Article VII.**  
**Grievance Procedure**

**Section 1**

A grievance is hereby jointly defined to be a controversy, complaint, misunderstanding, or dispute upon the application of the specific terms of this contract. Any grievance arising between the employer and the Union or an employee represented by the Union shall be settled in the following manner.

**Step 1.** The aggrieved employee(s) must present the grievance to the steward or the alternate within ten (10) working days after first knowledge of the grievance or the reason for the grievance has occurred, except no time limit shall apply in a case of violations of the salary scale provisions of this agreement. The steward or alternate shall take up the grievance with the department head. If the steward and the department head have not resolved the grievance within five (5) working days after the meeting, the steward shall submit the grievance to the Business Agent of Local #340.

**Step 2.** The Union representative may then take the matter up with the Town Manager or his/her designee. Within five (5) working days after said meeting, the Town Manager shall render a decision of the grievance in writing and forward a copy to all parties involved. An extension of time may be mutually agreed upon in writing and shall not be unreasonably withheld.

**Step 3.** In the event the decision of the Town Manager as rendered pursuant to Step 2 hereof is not acceptable to the Union, the Union may, within ten (10) working days, refer the matter to arbitration.

**Section 2.** The parties shall select a mutually agreeable and impartial arbitrator within ten (10) days after disagreement. In the event they are unable to so agree, the matter shall be referred to the Maine Board of Arbitration and Conciliation Services. The expense of the arbitrator selected or appointed shall be borne equally by the employer and the Union.

**Section 3.** The arbitrator shall not have the authority to amend or modify this agreement or establish new terms or conditions under this agreement. The Arbitrator may determine any question of arbitrability consistent with applicable law, and may determine a remedy that is just, and consistent with applicable law and this agreement.

**Section 4.** Both parties agree to accept the decision of the arbitrator as final and binding. If the employer fails to comply with the award of the arbitrator or with the procedures of this article, the union has right to take all legal action to enforce compliance.

## **Article VIII. Stewards**

**Section 1.** The employer recognizes the right of the Union to designate a Steward or 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:
  - 1. Have been reduced to writing; or,
  - 2. If not reduced to writing and are of a routine nature.

**Section 2.** Stewards shall be permitted to investigate, present and process grievances without loss of time or pay for up to two hours per week. Such time spent in handling grievances shall be considered working hours in computing daily and or weekly overtime.

**Section 3.** Stewards shall be allowed sufficient time off without loss of time or pay, to represent the Union in all negotiations with the employer concerning collective bargaining.

**Section 4.** Stewards shall be allowed the use of the department's photocopiers for materials for negotiations and for such other copying that may be authorized by the Director of Public Works.

## **Article IX. 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 provided that there is two-week notice of any union convention. Due consideration shall be given to the number of personnel affected in order that there shall be no disruptions of employer's operations due to lack of available employees.

### **Section 2. No Discrimination Because of Union Activities**

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

**Article X.**  
**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.

No written reprimand shall be placed in a member's personnel file unless the member is first given the opportunity to see a copy of the reprimand. Within five (5) days thereafter, the member may file a written reply. If the Employer thereafter places the written reprimand in the member's personnel file, he shall also include the reply.

**Article XI.**  
**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, however the conditions of employment shall be adjusted wherever specific provisions 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.

**Section 2. (Extra Contract Agreements)** The Employer agrees not to enter into any agreement or contract with bargaining unit employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

**Section 3. (Work Reduction)** It is understood and agreed that, should it subsequently be determined that any employee comes under the provisions of the Fair Labor Standards Act or any similar legislation, then as to such employees, any provisions of this Agreement that do not comply with the requirements of said statutes are to be changed so that there is not violation of the statutes. If such changes result in substantial penalties to either the employees or the Employer, a written notice shall be sent by either party requesting negotiations to change such provisions or provision as are affected. Thereafter, the Union and the Employer shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory solution.

**Article XII.**  
**Separability and Savings Clause**

In the event that any provision herein is found by any court in competent jurisdiction to be invalid, all other valid provisions shall remain in effect.

In the event that any Article or Section is held invalid or enforcement of or compliance with which had 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 Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitations of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted to pursue impasse proceedings in support of its demands notwithstanding any provisions of this Agreement to the contrary.

**Article XIII.**  
**Injured on Duty**

The Town of Cape Elizabeth provides Workers' Compensation Insurance Coverage for all employees. Any employee who sustains a personal injury or compensable illness arising out of and in the course of employment shall be paid during each week of total incapacity to work resulting from the injury an amount sufficient, when added to the weekly payment of Workers' Compensation paid with the laws of the State, to equal regular salary or normal wage.

Such additional payments shall not be continued beyond 8 weeks except upon approval by the Town Manager. No additional payments shall be made in any instance when, in the opinion of the Director of Public Works and Town Manager, the accident occurred as a result of intoxication, violation of rules and regulations on the part of the employee, or while the employee was in the employ of any other person, firm, entity or corporation.

**Article XIV.**  
**Non-Discrimination**

**Section 1.** The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin or age, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin or age.

**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 or nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of sex.

**Article XV.  
Defective Equipment**

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement when employees refuse to operate such equipment unless such refusal is unjustified.

The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition, until same has been approved as being safe by a holder of a Maine Motor Vehicle Inspection License who may or may not be a member of the bargaining unit.

**Article XVI.  
Supervisory and Reserve Personnel**

All employees with supervisory authority shall have the right to investigate emergencies and determine if unit members are required to perform tasks that would involve the utilization of rolling stock (i.e., heavy trucks, loaders, jet rodding equipment, etc.) An employee with supervisory authority (or reserve personnel) shall not operate rolling stock in an overtime situation unless there are no unit members available to perform the assignment or, in an emergency situation, when no unit members are available to work the assignment. Nothing in this paragraph shall be construed as prohibiting the Town from calling in additional reserve personnel during an emergency after all unit members are working or have been called into work. Nothing in this paragraph limits or prohibits the Town's ability or right to hire seasonal employees. Nothing in this paragraph should be construed to limit or prohibit the Town from calling in reserves consistent with past practice.

**Article XVII.  
Disciplinary Proceedings**

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. No member shall be dismissed without first given notice and an opportunity for a hearing whether he requested 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 reasonable notice of the hearing date and time to allow him an opportunity to consult legal counsel, conduct an investigation, and prepare a defense which time shall not exceed five (5) business days. 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 and represented by legal counsel or a representative of the Union or Steward. The members 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.

**Article XVIII.**  
**Discharge or Suspension**

**Section 1.** The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of an employee, the Employer must immediately notify the employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the Shop Steward and a copy mailed to the Local Union office, within one (1) working day from the time of the discharge or suspension.

**Section 2.** With respect to discharge or suspension, the Employer must give at least one (1) verbal warning and in the case of a second violation one written warning notice of the specific complaint against such employee in writing, and a copy of the same to the Union and the Shop Steward. The warning notice as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of the occurrence upon which the complaint and warning notice are based. The warnings in this section shall not be required if the employee has committed a criminal act or has taken action that is hazardous to other employees in the opinion of both the Union and the Town.

**Section 3.** A discharged or suspended employee must advise his Local Union in writing, within five (5) working days after receiving notification of such action against him, of his desire to appeal the suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within ten (10) days from the date of discharge or suspension.

**Section 4.** Should it be proven that an injustice has been done a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity. If the Union and the Employer are unable to agree as to the settlement of the case, then it may be referred to the grievance machinery as set forth in Article VII within ten (10) working days after the above notice of appeal is given to the Employer.

**Article XIX.**  
**Bulletin Boards**

The Employer agrees to provide suitable space for and maintain a bulletin board in each permanent work location. The Union shall limit its use of the bulletin board to official union business.

**Article XX.**  
**Seniority**

**Section 1.** A seniority list, by classification, shall be established naming all the employees covered by this 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 this Agreement, shall be a major factor in all matters affecting layoff, recall, vacation preference and shift preference.

**Section 2.** All new employees shall serve a six (6) month probationary period starting with his/her first day of employment and will be added to the seniority list at the end of said six month probationary period.

**Section 3.** In the event it becomes necessary for the Employer to layoff employees for any reason, employees shall be laid off in the inverse order of their seniority, by classification with bumping rights in those instances where the employee is qualified for the position to be continued. All affected employees shall receive a two (2) calendar week advance notice of layoff, 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. No new employees shall be hired until all employees on layoff status have been afforded recall notices.

**Section 4.** The seniority list shall be brought up-to-date on January 1<sup>st</sup> 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 the Steward. Any objections 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 5.** All permanent job openings and/or vacancies shall be posted by the Employer for bid 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.

Seniority is defined as continuous service with the department from the date of permanent hire. Seniority shall not be invoked to move from shift to shift if there are no job openings, with the exception that when, employees are displaced by the elimination of jobs through job consolidation, installation of new equipment or machinery, curtailment or replacement of existing facilities or for other reasons, they shall be permitted to exercise their seniority right to transfer to any other position within the department. In the case of displacement under the above referenced circumstances, such employees transferred as a result shall be given a limited amount of training at a minimum expense to the employer with such training designed to allow them to avoid layoffs.

#### **Article XXI. Lie Detector Test**

The Employer shall not require an employee to take a polygraph or any other form of lie detector test.

#### **Article XXII. Examinations**

Physical or other examinations required of current employees by a government body or the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. The Employer shall be responsible to employees only for time spent at the place of examination or examinations.

#### **Article XXIII. Complaints**

**Section 1.** Any citizen complaint against any regular employee which will result in a detrimental entry in the personnel file of that employee shall be presented in writing and signed by the complainant and before disciplinary action is taken or an entry in the personnel file is made, there shall be a meeting of the employee involved, a representative of Local 340 and the Director of Public Works.

**Article XXIV.  
Hours of Work and Overtime**

Section 1. The regular work week for all Public Works employees shall be forty (40) hours in five (5) consecutive days Monday through Friday inclusive. All hours worked in excess of 40 hours per week or eight hours per day will be paid at 1½ times the base hourly rate; except that employees regularly assigned to work at the Refuse Disposal Area shall continue to have a regular work week extending into Saturday and will receive overtime only after 40 hours.

Section 2. Regular, permanent full-time employees of the Public Works department will be given the opportunity to any extra work that may develop outside of the regular schedule references above. Overtime opportunities will be awarded in keeping with the rotational seniority system in place in the Public Works Department at the time of the signing of this contract. Nothing in this paragraph limits or prohibits the Town's ability or right to hire seasonal employees. Nothing in this paragraph should be construed to limit or prohibit the Town from calling in reserves consistent with past practice.

Section 3. Employees may at their option after working in emergency situations carry up to 90 hours per year in compensatory time beyond the pay period. Any unused compensatory time may be converted to cash (at the rate that it was earned) at the option of the employee at any time.

**Article XXV  
Wages**

	Effective 6/29/08	Effective 6/28/09
<b>Equipment Operator</b>		
Upon Employment	\$673.35	\$700.28
After 1st Anniversary	\$707.44	\$735.74
After 3rd Anniversary	\$741.52	\$771.18
After 5th Anniversary	\$755.15	\$785.36
After 10th Anniversary	\$768.80	\$799.56
<b>Lead Equipment Operator</b>		
Upon Employment	\$715.23	\$743.84
After 1st Anniversary	\$752.68	\$782.78
After 3rd Anniversary	\$786.75	\$818.22
After 5th Anniversary	\$805.59	\$837.82
After 10th Anniversary	\$817.86	\$850.58
<b>Mechanic/Operator</b>		
Upon Employment	\$700.61	\$728.64
After 1st Anniversary	\$734.70	\$764.09
After 3rd Anniversary	\$768.80	\$799.56
After 5th Anniversary	\$782.43	\$813.73
After 10th Anniversary	\$796.06	\$827.90
<b>Garage Foreman</b>		
Upon Employment	\$835.36	\$868.77
After 1st Anniversary	\$856.82	\$891.09

After 3rd Anniversary	\$885.46	\$920.88
After 5th Anniversary	\$921.20	\$958.05
After 10th Anniversary	\$956.97	\$995.25
	\$0.00	

**Parks Foreman**

Upon Employment	\$756.45	\$786.71
After 1st Anniversary	\$785.34	\$816.75
After 3rd Anniversary	\$821.44	\$854.30
After 5th Anniversary	\$850.32	\$884.33
After 10th Anniversary	\$864.76	\$899.35

**Transfer Station Attendant**

Upon Employment	\$673.35	\$700.28
After 1st Anniversary	\$707.44	\$735.74
After 3rd Anniversary	\$741.52	\$771.18
After 5th Anniversary	\$755.15	\$785.36
After 10th Anniversary	\$768.80	\$799.56

**Department Clerk**

Upon Employment	\$606.28	\$630.53
After 1st Anniversary	\$633.74	\$659.09
After 3rd Anniversary	\$662.60	\$689.10
After 5th Anniversary	\$691.47	\$719.13
After 10th Anniversary	\$720.36	\$749.18

**Part-time Transfer Station**

Upon Employment	\$12.25	\$12.74
After 1st Anniversary	\$12.55	\$13.05
After 3rd Anniversary	\$12.80	\$13.31
After 5th Anniversary	\$13.08	\$13.60
After 10th Anniversary	\$13.35	\$13.89

**Article XXVI  
Call in Pay**

Any regular permanent employee called to work outside of and not annexed to their regularly scheduled work shift shall be paid a minimum of four hours at a rate of time and one-half. If an employee is required to have a pager during any weekly pay period in order to be available for an emergency call to work, the employee shall receive additional pay at the rate of a minimum call (4 Hours). If the employee is called in by pager and does not respond, there shall be no minimum call in pay for that week.

**Article XXVII  
Work Breaks**

All employees are entitled to one (1) break, not to exceed 15 minutes during a four hour period. The break shall be taken on the job site, (if required by the Foreman) or at the Parks Maintenance Building, Transfer Station, Public Works Facility, Cape Cottage Fire Station or the Town Center Fire Station. The facility closest to the job site should be utilized to reduce travel time.

**Article XXVII (A)**  
**Allowances**

Mechanics shall be reimbursed up to \$400.00 a year for any lost or damaged tools. An invoice must be provided to show proof of replacement.

ANSI-certified safety shoes are required for all employees covered by this contract. A safety and protective clothing allowance (not to exceed) \$500.00 per year, per employee. This amount can be put towards safety shoes, safety glasses, or other safety equipment and protective clothing approved by the Public Works Director. Employees will be issued purchase orders and/or shall provide a receipt for reimbursement.

A mechanic who holds an ASE certification for cars and/or heavy equipment shall receive an annual lump sum bonus of \$100.00 for each such certification. In addition, each mechanic who receives his/her Master ASE certification shall receive an additional annual lump sum bonus of \$250.00 for each such Master Certification.

An employee who has earned the designation of “certified transfer station attendant” shall receive an annual lump sum amount of \$500 provided the certification is maintained.

Any employee holding a valid CDL, Class "A" license, who utilizes it in the course of their assignments with the Town, shall receive an annual lump sum bonus of \$500.00

Any employee who completes certifications of components of the “Roads Scholar” program from the Maine Department of Transportation shall be entitled to an annual stipend of \$25.00 for each such certification up to a maximum of \$200.00

The Town shall provide up to \$250.00 per year to reimburse any employee for a fitness or health club membership, a smoking cessation program or for any other bona fide program leading to better fitness. Reimbursement shall be upon Town receipt of a paid invoice or copy of a cancelled check.

**Article XXVIII**  
**Vacations and Family Leave**

**Section 1.** Each regular, permanent employee shall receive vacation with pay subject to scheduling by the Director of Public Works in accordance with the following:

Vacation is earned from the first day of employment for employees of permanent standing. No vacation may be taken during probationary period.

The following vacation accumulation rates shall be in place from the effective date of this contract.

	<b>Per Wk.</b>	<b>Per Yr.</b>
	<b>Hours</b>	<b>Days</b>
Date of Hire to the 5th Anniversary of Date of Hire	1.84	12
5th Anniversary of Date of Hire to 14th Anniversary	2.61	17
14th Anniversary of Date of Hire to 19th Anniversary	3.38	22
19th Anniversary of Date of Hire to Separation	3.70	24

Vacation time may be granted only for time already accumulated. Vacation time cannot be given to another employee.

If a holiday falls within a vacation period, it shall not be treated as a vacation day.

An employee may utilize vacation time if sick leave has become depleted. If an employee becomes sick while on vacation, the Town reserves the right, but has no obligation, to offer the employee the option of charging the previously scheduled vacation time to sick time.

At the end of each calendar year, an employee can carry over to the next year accumulated vacation time not to exceed ten days. The Director of Public Works and the Town Manager shall approve any extension beyond this amount. As the Town believes it is in the best interest of both the Town and employees for vacation time to be taken each year, no extension may be granted by the Director of Public Works and the Town Manager unless a specific use of the additional accumulated time has been identified.

Vacation time shall not accumulate after an employee has been absent due to a Workers' Compensation injury after the lapsing of one (1) year from the first date of absence. Accrued vacation leave shall be paid to a permanent employee in good standing upon separation from the service or to a beneficiary or estate upon death.

**(a) Family Leave.** The Town complies with the U.S. Federal and Medical Leave Act of 1993 as may be amended from time to time. Covered employees are those individuals who have at least twelve months service with the Town and who have worked at least 1,250 hours of service during the 12 month period immediately preceding commencement of the leave.

Family leave may be taken to care for an employee's child after birth, adoption or foster care, to care for an employee's spouse, son or daughter, or parent who has a serious health condition, or for a serious health condition that makes the employee unable to perform his job.

The Town may require medical certification to support a request for leave because of a serious health condition. Up to 12 weeks of unpaid family leave is permitted in a calendar year. The employee must provide 30 days advance notice when a leave is foreseeable. An employee may utilize accumulated sick leave and vacation time as a substitute for unpaid family leave.

During any family leave absence, the Town shall continue health insurance in the same manner as is provided for other qualified employees. The use of family leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave. Sick leave and vacation time will not accrue during an unpaid family leave. Upon return from family leave, an employee shall be restored to his original or equivalent position.

## **Article XXIX. Holidays**

New Years Day

Martin Luther King Day

President's Day

Patriot's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans' Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**Section 1.** All regular permanent employees shall receive one day's pay for each of the holidays listed above which they perform no work. If a holiday falls during an employee's scheduled vacation the employee will receive an extra day's pay or an extra day off at the employee's option to be taken at a mutually convenient time for both employer and employee.

Employees required to work on a holiday will receive time and one half for all hours worked in addition to regular pay, except that employees who are required to work during any portion of the 24 hour periods consisting of New Year's Day, Independence Day, Thanksgiving Day and Christmas Day shall receive double time in addition to regular pay.

If the Town Council grants Town Hall employees any additional holidays or half holidays, the same shall be given to members of the bargaining unit. This shall not apply to early releases due to weather conditions or building conditions.

**Article XXX.  
Sick Leave**

**Section 1.** Sick Leave shall accrue to regular, permanent employees at the rate of one (1) day for each calendar month of service cumulative to a maximum of 140 days. Part-time employees who work a regular weekly schedule of 15 or more hours per week on a year-round basis shall receive sick time on a pro rata basis based on a forty hour work week. Sick leave may be used only in the following cases:

Personal illness or physical incapacity of such a degree as to render an employee unable to perform the duties of the position.

Attendance upon members of the family within the household of the employee when their illness requires care by such employee, not to exceed three (3) days for any one such illness unless otherwise extended by the Director of Public Works.

If requested by the Director of Public Works, the employee shall furnish Director a certificate from an attending physician indicating the need for employee absence at the expense of the Town.

**Section 2.** Any unused sick leave at the time of separation in good standing shall be paid out as follows:

Employees with 10+ years of Service Leave	33% of First 120 days of Accumulated Sick Leave
Employees with 15+ years of service Leave	50% of First 120 days of Accumulated Sick Leave

**Article XXXI.  
Special Leave**

Special leave with pay shall be granted as follows:

- (a.) A regular, permanent employee shall be excused from work for up to five (5) days upon request as required due to death of a spouse, child, stepchild, parent or stepparent

residing in the household. It is intended that this time be used for the purpose of handling necessary arrangements and attendance at the funeral. No employee shall work at another job while on special leave.

- (b.) A regular, permanent employee shall be excused from work due to the death of parents, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, mother-in-law, father-in-law, step-parent or step-child, for up to three (3) days. It is intended that this time be used for the purpose of handling necessary arrangements and attendance at the funeral. No employee shall work at another job while on special leave.
- (c.) Extension to special leave may be made by the department head upon request of the employee. Extensions may be of time and/or for other family members.

**Article XXXII.  
Leave of Absence**

Any employee desiring leave of absence from his employment shall secure written permission from the Employer who shall notify the Union of the approved leave. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with the provision shall result in the complete loss of seniority rights for the employee involved.

**Article XXXIII.  
Military Leave**

Employees covered by this Agreement who are members of the organized Military Reserves of the United States or of this State and who are ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or of this State, shall be granted Reserve Service Leave in addition to vacation, but not to exceed two weeks in any calendar year.. For any such period of Reserve Service Leave, the Town will pay the employee the balance between service pay and the employee's regular compensation, the total equaling the regular pay of the employee had he been in the service of the Town during the period of leave, provided that the employee on Reserve Service Leave furnishes the Director of Public Works an official statement by military authorities giving the rank, pay and allowances. Leave to include leaving one day early, if necessary, to respond to military orders.

**Article XXXIV.  
Health Insurance**

**Section 1.**

The Town participates in the Maine Municipal Employees Health Trust (MMEHT) Comprehensive Plan. Employees have the option of choosing the MMEHT Indemnity Choice Plan and the MMEHT Comprehensive Point of Service Plan. Effective July 1, 2007, single employees shall assume 10% of the cost of their health insurance premium. Employees who have coverage other than single coverage shall assume 20% of the total premium. Any employee who chooses the MMEHT Indemnity Choice Plan instead of the MMEHT Comprehensive Point of Service Plan, shall assume 100% of the additional incremental cost in addition to the applicable cost sharing.

Coverage will begin on the first day of the next month after employment begins provided the MMEHT has approved all required forms/ The Town of Cape Elizabeth reserves the right to

participate in a different medical insurance plan, with comparable or better benefits, costs and claims service. The Town also reserves the right to change the health insurance plans if mandated to do so by the federal or state governments. Upon leaving Town employment, federal COBRA requirements permit employees to continue on the Town policy at employee expense. MMEHT will notify departing employees of their options.

Coverage will begin on the first day of the next month after employment begins provided the MMEHT has approved all required forms. The Town of Cape Elizabeth reserves the right to participate in a different medical insurance plan, with comparable or better benefits, costs and claims service. The Town also reserves the right to change the health insurance plans if mandated to do so by the federal or state governments. Upon leaving Town employment, federal COBRA requirements permit employees to continue on the Town policy at employee expense. MMEHT will notify departing employees of their options.

Any employee eligible for more than single coverage, but who opts for single coverage or no coverage, shall split with the Town 50/50 any resulting savings. Any employee who opts for no coverage must annually show that he has coverage elsewhere. The savings shall be paid out during the first pay period in January and July of each year for the savings during the previous six months.

**Section 2-** Effective January 1, 1999, The Town offers members of the Union the right to participate in a Section 125 of the Internal Revenue Code Plan. Each year employees shall determine their level of participation. The rules governing participation (except for the initial date of effect) are as indicated in the Town Personnel Code in effect as of January 1, 1998

## **Article XXXV Retirement**

The Town will provide pension benefits through the Maine State Retirement System under the Town's consolidation plan for all employees enrolled in the plan prior to July 1, 1990. Participation in that plan and the attendant economic arrangements are governed by the rules and regulations of that plan. .

For non-Maine State Retirement participants, the Town offers ICMA Retirement Corporation Section 401A Money Purchase Plan. The Town will match regular employees contribution at a seven (7) percent of gross wages level with the employee contribution to be paid through payroll deductions.

For employees in the ICMA Retirement Corporation Section 401A Money Purchase Plan, the Town shall offer a disability plan with coverage similar to that provided by the Maine State Retirement System. The Town contribution for the plan shall be limited to 1% of the annual base salary of an employee. The employee shall pay any balance due through payroll deductions.

The Town shall continue to make available to employees the ICMA Retirement Corporation Section 457 Deferred Compensation Plan. The Town shall not make contributions and any fees assessed to participants are the responsibility of the employee. Employees are also responsible for their own investment option decisions.

**Article XXXVI Term of Agreement**

The provisions of this Agreement shall be effective from the date of signing and this Agreement shall govern the rights of the parties until June 30, 2010. It shall automatically be extended for successive one year periods thereafter unless either party shall give the other written notice of its desire to negotiate a new Agreement at least one hundred twenty (120) days prior to June 30th in the year 2010 or thereafter in which case negotiations shall begin not later than March 30th. If negotiations have commenced as provided above, but have not been resolved, this agreement shall continue in force and effect until a successor agreement is executed. This agreement to continue this contract shall include, but not be limited to, the use of the grievance article to process and arbitrate disputes arising either before or after the expiration of the stated contract term. Should negotiations extend beyond the expiration date, all monetary and economic conditions shall be maintained.

**Dated this \_\_\_\_\_ day of November 2008**

\_\_\_\_\_

\_\_\_\_\_  
**On Behalf of the Town of Cape Elizabeth  
Michael K. McGovern, Town Manager**

\_\_\_\_\_

\_\_\_\_\_  
**On Behalf of Local 340 of the Teamsters  
Alan R. Churchill  
Business Agent**

\_\_\_\_\_

\_\_\_\_\_  
**On Behalf of Local 340 of the Teamsters  
Carl Guignard  
Secretary-Treasurer/Business Agent**