AGREEMENT

BETWEEN THE

TOWN OF BUCKSPORT AND

TEAMSTERS UNION LOCAL NO 340
Affiliated with
The International Brotherhood of Teamsters

FOR THE
BUCKSPORT PUBLIC WORKS DEPARTMENT

From: July 1, 2019 to June 30, 2022

This agreement is entered into between the Town of Bucksport, hereinafter referred to as the "TOWN" or "EMPLOYER" and the Teamsters Union Local No. 340 affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "UNION".

ARTICLE 1

PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations act, (Titles 26, M.R.S.A. 961-974, 1969 as amended) the parties hereto have entered into this agreement in order to establish mutual bargaining rights of the employer and the employees and to establish the terms and conditions of employment of eligible employees of the Bucksport Public Works Department.

ARTICLE 2

RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours, and other conditions of employment for all its eligible employees within the bargaining unit in the Highway Department.

The Union agrees to supply to the Office of the Public Works Department a list of the officers of the Union, the names of the Union Stewards, and the names of the Union bargaining committee. Such employees shall hereinafter be referred to as "Public Works Department Employees".

ARTICLE 3

NON DISCRIMINATION

SECTION 1. Eligible employees covered by this Agreement shall have the right to join, not join, maintain or drop their membership in the Local Union as they see fit. No employee shall be favored or discriminated against by either the Town or the Union in regards to such matters.

SECTION 2. The Town and the Union agree not to discriminate against individuals with respect to hiring, compensation, terms or conditions of employment because of such individual's race, 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, handicap or age.

SECTION 3. The Town and the Union agree that there will be no discrimination by the Town or the Union against any employee because of any employee's lawful activity and/or support of the Union.

SECTION 4. The use of the male or female gender of nouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in all classifications, regardless of sex.

ARTICLE 4

MANAGEMENT RIGHTS

The Town retains all rights and authority to manage and direct its employees, except as otherwise specifically provided in 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 provisions of this agreement.

ARTICLE 5

CHECK-OFF

The Town shall deduct regular monthly dues and initiation fees upon receipt of signed authorization from the members (a copy of which is to be retained by the Town) and a certified statement from the Secretary-Treasurer of the Local Union as to the amount for the dues. The Town shall forward all such dues so collected to the Secretary-Treasurer of the Local Union before the tenth (10th) day of the month following the month in which the deductions were made. The Union shall indemnify and save the Town harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and remitting the same to the Union pursuant to this Article.

ARTICLE 6

ACCESS TO PREMISES

With due notice to the Public Works Director or Town Manager, authorized agents of the Union shall have access to the Town's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the agreement is being adhered to provided, however, that there is no interruption of the Town's working schedule. A list of authorized Union Representatives will be furnished to the Town.

ARTICLE 7

STEWARDS

SECTION 1. The Town recognizes the right of the Union to designated Stewards and Alternates. 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 grievance in accordance with the provisions of the collective bargaining agreement;
(b) the collection of dues when authorized by appropriate Local Union action;
(c) the transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information have been reduced to writing

SECTION 2. PROCESSING GRIEVANCES DURING WORKING HOURS. The Steward may investigate and process grievances during working hours without loss of pay but in no case shall such time off exceed a total of two (2) hours per week except with the permission of the Town Manager or Public Works Director.

ARTICLE 8

BULLETIN BOARD

The Town agrees to provide suitable space for and maintain a bulletin board at the Town Garage and Waste Water Treatment Plant. The Union shall limit its use of the bulletin board to official Union business such as meeting notices and Union bulletins.

ARTICLE 9

DISCIPLINE AND WORK RULES

SECTION 1. The Town may adopt disciplinary rules and work rules which will be posted from time to time during the duration of this Agreement. New rules will not be inconsistent with this contract. All new rules will be posted for ten (10) working days before they are effective. Simultaneously with posting of the new rules, a copy of same shall be forwarded to the Local Union. Existing rules will not be considered new rules.

SECTION 2. All suspensions and discharges shall be for cause (including but not limited to, violations of any rules adopted as provided above) and written notice of the reason for suspension or discharge shall be stated, in writing, to the employee within five (5) days after the effective date of the action. Such written notice shall also be given to the Steward and a copy mailed to the Local Union Office within five (5) days from the time of the discharge or suspension.

SECTION 3. Any employee discharged must be paid in full for all wages owed him by the Employer, including earned vacation pay, if any, within five (5) days from the date of discharge.

SECTION 4. 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 discharge or suspension; notice of the appeal for the discharge or suspension must be made to the Employer in writing within ten (10) days from the date of discharge or suspension.

SECTION 5. All employees of the Highway Department shall be required to live within twelve (12) miles by road of the Highway Garage, except in hardship cases as defined by the Public Works Director and/or Town Manager. An employee will not be reasonably denied hardship status.

SECTION 6 All warning notices (written, written verbal, suspensions) or any other form of discipline documentation shall not remain in effect, for the purpose of progressive discipline, for a period of more than twenty four (24) months.

ARTICLE 10

GRIEVANCE PROCEDURE

SECTION 1. A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding or dispute which may arise under the interpretation or application of a specific Article or Section of this Agreement. Any grievance arising between the Town 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 Alternate within five (5) working days after knowledge of the grievance or the reason for the grievance has occurred, except a forty-five (45) day limit shall apply in case of violation of wage provision of this Agreement.

The Steward or Alternate shall take up the grievance with the Public Works Director. If The Steward and the Public Works Director have not resolved the grievance within three (3) working days after the meeting between the grievant, Steward and Public Works Director, the Steward shall submit such grievance in writing to the Union Business Representative.

Step 2. The Business Representative shall take the matter up, within three working (3) days after receiving the grievance from the Steward or Public Works Director, with the Town Manager or his designee; within three (3) working days after such meeting, the Town Manager shall render a decision of the grievance.

Step 3. In the event that 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, file a request with the Maine State Board of Arbitration and Conciliation for arbitration of the grievance.

The decision of the Arbitrator shall be final and binding on the parties and arbitrator shall be requested to issue the decision within thirty (30) days after the conclusion of testimony and final argument. The Town and Union agree that the arbitrator shall not add to, delete from, or modify any of the terms and conditions of this Agreement.

Expenses of the arbitrator's services and the proceeding shall be borne equally by the Town and the Union. However, each party shall be responsible for compensating its own representatives and outside witnesses. If either party desires a verbatim record of the proceeding, it may cause a record to be made providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

SECTION 2. The Local Union and its authorized representatives shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individuals whose pay is in dispute or records pertaining to a specific grievance.

SECTION 3. The time limits for processing of grievance may be mutually extended by phone, then in writing, by the parties requesting an extension.

SECTION 4. Should the Town feel aggrieved as the results of interpretation on application by the Union of any provisions in the agreement, the Town may seek adjustment of said grievance in the foregoing manner, except that the procedure may be initiated at Step 2.

ARTICLE 11

SEPARATION OF EMPLOYMENT

Upon discharge, the Employer shall pay all money including vacation pay due the employee. Upon quitting, the Employer shall pay all money due the employee, including vacation pay on the next regular pay day following such quitting (providing the employee has given the Employer the proper two-week notice). If the employee provides a two (2) week notice, the employee shall have the right to withdraw his resignation and continue on in his employment during that two-week period. Upon separation in good standing and after ten (10) years of continuous service the employee or upon death his/her heirs, shall receive twenty-five percent (25%) of unused sick leave. Employees with twenty (20) years of continuous service for the Town, and upon retirement, separation in good standing or death shall receive forty percent (40%) of unused sick leave.

ARTICLE 12

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. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the 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 for his acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business nor shall there be any discrimination against any employee because of Union membership or activities.

SECTION 3. The Town does not wish to discourage members of the bargaining unit from running for elected Union positions. However, at the end of his/her term(s), that employee may or may not be reinstated as an employee of the Town of Bucksport.

ARTICLE 13

SENIORITY

SECTION 1. The Town shall establish a seniority list for Public Works Employees and it should be brought up-to-date on July 1st of each year. This list shall be posted thereafter on a bulletin board for a period of not less than thirty (30) days. A copy of the same shall be sent to the Union.

SECTION 2. Any objection to the seniority list as posted must be reported to the Public Works Director and the Union within thirty (30) days or it shall stand as accepted.

SECTION 3. Seniority shall be established as of the last date of hire as a full time employee of the Department and shall not include any previous employment with the Town.

SECTION 4. In the event it becomes necessary for the Town to layoff employees for any reason(s), employees shall be laid off in the inverse order of their seniority. If an employee bumps in a different classification within the Department, he/she will have to demonstrate to the Public Works Director and the Town Manager he/she is capable of performing the work or operating the equipment to the Town's satisfaction. All affected employees shall receive a two (2)-calendar week advance notice of layoff. No new employees shall be hired until all employees on layoff status have been afforded recall notice.

SECTION 5. WORK FORCE CHANGES

Promotions: the term 'promotions" as used in this provision means the advancement of the employee to a higher paying position.

(a) Whenever a job opening occurs in any existing job classification or as result of the development or establishment of new job classifications, a notice of such openings shall be posted on the Department bulletin board for ten (10) working days.

(b) During this period employees who wish to apply for open positions for jobs, including employees on layoff, may do so. The application shall be in writing and it shall be submitted to the employees' immediate supervisor. Seniority in no way guarantees so called first refusal by senior employees. promotions to all positions shall be based on experience in job area, if any, and the demonstrated ability.

(c) The Public Works Director shall not perform any work performed by unit members unless no unit members are available to perform the assignment or in an emergency. Reserve personnel will perform work pursuant to present practice.

SECTION 6. Overtime hours will be assigned pursuant to present practice. Present practice calls or assigning overtime hours based on job classification and seniority, but as reasonably possible, efforts are made by the Public Works Department to give each employee of a similar job classification an equal share of the overtime hours.

ARTICLE 14

WORK WEEK

SECTION 1. The work week shall be defined as a period of seven (7) days beginning at 6:00 A.M. on Sunday and ending at 6:00 A.M. the following Sunday. It is agreed that lunch break will be from 11:00 A.M. to 11:30 A.M. This includes time for travel from and to the job site. The Town agrees to allow for a reasonable wash up period when possible for lunch break and prior to the end of the

workday but not to exceed ten (10) minutes for each period. The workweek for the Treatment Plant will be as past practice.

SECTION 2. The payroll records of the Town shall be the basis for establishing the number of hours worked by each employee. Nothing in this agreement shall be construed as a guarantee by the Town of hours to be worked per week or per year.

SECTION 3. All employees will be entitled to weekly overtime at the rate of one and one half (1 ½) times his hourly rate of pay for all hours worked in excess of forty (40) hours for the week or eight (8) hours per day. Vacation time will be considered hours worked in determining overtime pay.

SECTION 4. Employees called back for work shall receive a minimum of two (2) hours pay for the work at the rate of one and one-half (1-½) times his/her hourly rate of pay. Employees called back for work shall report to work within one-half (1/2) hour from the time the Public Works Director or designee has contacted the employee. The treatment plant operator when on-call for the week will receive a stipend of $140.00

Employees called back for unscheduled work at the Treatment Plant shall receive a minimum of two (2) hours pay for the work at the rate of one and one-half (1-½) times his/her hourly rate of pay. Employees called back for scheduled work at the Treatment Plant hall receive a minimum of one (1) hour pay for the work at the rate of one and one-half (1-½) times his/her rate of pay.

The treatment plant operator, when on call for the week, will receive a stipend of $140.

SECTION 5. In lieu of overtime pay, an employee may take compensatory time-off. At no time shall an employee earn more than forty (40) regular hours or the equivalent of sixty (60) hours at time and one-half of compensatory time in any one (1) contract year. No compensatory time shall be carried over beyond June 30, except compensatory time accrued during the month of June. Earned compensatory hours not used will be paid to employees at the hourly rate earned.

Granting of compensatory time shall be at the discretion of, and with the approval of the Public Works Director. A request for compensatory time-off must be submitted at least (3) days prior to the date requested. Also, this compensatory time-off shall be taken in increments of and/or multiples of eight hours. Compensatory time-off will not be used in the computation of overtime.

The right for employees to earn compensatory time during the contract period (7-1-2019 to 6-30-2022 is agreed upon. This provision of the contract will expire at the end of the contract period unless further extended by the Town in the next contract period.

Season Schedule- The Public Works Dept will work a seasonal schedule which shall commence the week starting Memorial Day and terminate the Friday before Labor Day, The seasonal schedule will be a 4 day week; Monday thru Thursday 10 hours per day. All employees will be entitled to weekly overtime at the rate of one and one half (1 ½) time his/her hourly rate of pay for all hours worked in excess of forty (40) hours for the week or Ten (10) hours per day.

ARTICLE 15 WAGES

Wage rates for the 7-1-2019 to 6-30-2022 contract shall be as follows:

TRUCK DRIVER

	7/1/19 to 6/30/20	7/1/20-6/30/21	7/1/21-6/30/22/
Start	$18.56	$19.12	$19.69
after 6 month	$18.81	$19.37	$19.95
after 1 year	$19.07	$19.64	$20.23
after 2 years	$19.37	$19.95	$20.55
after 4 years	$20.04	$20.64	$21.26
after 10 years	$20.73	$21.35	$21.99
after 15 years	$21.44	$22.08	$22.74

OPERATORS	7/1/19 to 6/30/20	7/1/20-6/30/21	7/1/21-6/30/22/
Start	$19.39	$19.97	$20.57
after 6 months	$19.64	$20.23	$20.84
after 1 year	$19.93	$20.53	$21.15
after 2 years	$20.23	$20.84	$21.47
after 4 years	$20.91	$21.54	$22.19
after 10 years	$21.63	$22.28	$22.95
after 15 years	$22.37	$23.04	$23.73
MECHANIC II			
Start	$20.90	$21.52	$22.17
after 6 months	$21.55	$22.20	$22.87
after 1 year	$21.79	$22.44	$23.11
after 2 years	$22.15	$22.81	$23.49
after 4 years	$22.78	$23.46	$24.16
after 10 years	$23.56	$24.27	$25.00
after 15 years	$24.37	$25.10	$25.85
MECHANIC I			
Start	$19.35	$19.93	$20.53
after 6 months	$19.64	$20.23	$20.84
after 1 year	$19.93	$20.53	$21.15
after 2 years	$20.19	$20.80	$21.42
after 4 years	$20.91	$21.54	$22.19
after 10 years	$21.61	$22.26	$22.93
after 15 years	$22.36	$23.03	$23.72
FOREMAN			
Start	$22.48	$23.15	$23.84
TREATMENT PLANT OPERATOR			
Start	$20.91	$21.54	$22.19

ARTICLE 16

HOLIDAYS

SECTION 1. The following days shall be observed as holidays by all regular employees in the bargaining unit:

New Years Day	Martin Luther King Day	Labor Day
Presidents Day	Two (2) Floating Holidays	Columbus Day
Memorial Day	Thanksgiving Day	Veteran's Day
Fourth of July	Day after Thanksgiving	Christmas Day

All employees shall receive holiday pay of eight (8) hours at their regular base rate for the above-mentioned holidays. In order to qualify for holiday pay, an employee must work his regularly scheduled shift immediately prior to and after said holiday, except only when on vacation, sick and bereavement leaves. Proof of such sick leave for "just cause" may be required by the Town. If the doctor's certificate shows such sick leave usage to have been for "just cause", the expense of obtaining said certificate will be borne by the Town.

SECTION 2. In addition to holiday pay, employees required to work a shift on a holiday shall receive pay equal to time and one-half (1 ½) for those hours worked.

SECTION 3. Observed holidays which fall on Saturday will be celebrated on the Friday prior to the holiday and holidays which fall on Sunday will be celebrated on the following Monday.

ARTICLE 17

VACATION

SECTION 1. Each full-time employee shall be awarded annual vacation time with pay in any month in which the full-time employee is compensated eighty (80) or more hours of actual work time (defined in this section as hours worked: vacation time, sick time, if less than thirty (30) days: jury duty; bereavement and compensatory time), and in accordance with the following:

YEARS OF SERVICE	WEEKS OF VACATION
1 or more	2 or 80 hours
8 or more	3 or 120 hours
15 or more	4 or 160 hours
20 or more	5 or 200 hours

SECTION 2. Vacation leave may be taken by an employee at any time after its accrual, beginning six (6) months after employment, subject to the approval of the Public Works Director.

SECTION 3. Each employee may accumulate vacation leave accruing under the provisions of this agreement not to exceed twenty-five (25) working days in total; provided, however, that an employee who is prevented by the requirements of the Department from taking his vacation days during a period in which his vacation had been scheduled may receive equal compensation in lieu of vacation time or may carry such vacation time forward for a period not in excess of six (6) months, at the option of the department. The use of accumulated vacation days shall be subject to the provisions of Section 4 hereof.

SECTION 4. All employees covered by this agreement shall be entitled to annual vacation as set forth in this Article, and as follows:

(a) Departmental seniority shall be the governing factor in the choice of vacation dates.
(b) (b) Vacations may be taken a day at a time or by the week, and may be taken at any time, at the
Public Work's Director's discretion.
(c) (c) In the event an employee wishes to change his vacation period after vacations have been chosen by seniority, he may do so providing there are openings.

SECTION 5: All employees may buy back (be compensated) 40 hours of accumulated vacation time, if they have a minimum of 40 hours of accumulated vacation time on the books at that time. The number of hours that the employee is compensated for shall be subtracted from employee's accumulated vacation time that is on the books. This is only allowed once per a fiscal year on either the first of December or the first of July.

ARTICLE 18

SICK LEAVE AND HEALTH INSURANCE

SECTION 1. Sick leave shall accrue at the rate of one and one quarter (1 ¼) days for each full calendar month of service beginning with the seventh (7th) full calendar month of employment accumulative to a maximum of ninety (90) days.

At the end of six (6) full calendar months of employment, the employee will be credited with the

amount of sick leave earned in the first six (6) months of service. Such sick leave shall be earned by an employee, at the forgoing rate, in any such month in which the employee is compensated eighty (80) or more hours of actual work. For this purpose, however, earned vacation time shall be considered as working time. Sick leave may only be used when personal illness or physical incapacity renders an employee unable to perform the duties of his position.

Whenever possible, the employee shall notify the Public Works Director at least two (2) hours before the beginning of his scheduled shift as to his unexpected absence due to sick leave reasons. With prior notice, the Town shall have the right to require a doctor's certificate showing such leave usage to have been for just reason. If the doctor's certificate shows such leave usage to have been for just cause the expense of obtaining said certificate will be borne by the Town. Sick time may not be taken for work related injury except for the first (3) three days of an injury which are not covered by Workman's Compensation.

Any full-time employee who uses less than (6) days of sick leave during a fiscal year (7/1 to 6/30) shall receive one-half (1/2) of any balance of the first six (6) days as earned time to be used the following fiscal year but not to exceed three (3) days or twenty-four (24) hours in any fiscal year. Earned sick time may be taken with the approval of the Public Works Director and at times when convenient for the smooth operation of the Department. The remainder of earned sick time shall be credited to accumulated sick leave in the normal manner.

Earned time cannot be accumulated beyond the end of the fiscal year following the year that time was earned.

The Town shall provide each employee and his/her family with coverage under the Northern New England Benefit Trust (NNEBT) OAP-A8 Non-Grandfathered (NG) Plan for the term of this agreement.

The annual rate increases during the term of the collective bargaining agreement shall be capped at 8%; provided however, that NNEBT may modify the plan of benefits to be provided in the event that the group's experience would warrant a rate increase greater than 8%.

During the term of the collective bargaining agreement, employees with employee only coverage will pay $27 weekly toward the cost of the coverage; employees with dependent coverage will pay $43 weekly toward the cost of the coverage; and employees with family coverage will pay $49 toward the cost of the coverage.

New members who join the bargaining unit after July 1, 2015, shall pay 20% of the premium of the health insurance plan in which they are enrolled instead of the amounts in the previous paragraph.

The Town will not pay for any working spouse who is provided health insurance by their employer that offers essentially the same types of coverages as the Town Plan, unless out of pocket premium cost for the spouse's insurance plan is 30% more than the Town's insurance plan premium cost. Current employees whose spouses are already on the Town Plan are grandfathered. If comparable coverage ends, the spouse may join the Town's plan offered through NNEBT prior to open enrollment provided that s/he applies for such coverage within 60 days of the loss of comparable coverage. If the spouse does not apply within 60 days of the loss of comparable coverage, enrollment will only be available as part of the open enrollment process.

Retiree Health Insurance:

Current members of the bargaining unit who retire prior to becoming eligible for Medicare will have the option to continue coverage through NNEBT as part of the active group. A retiree will be responsible for 100% of the cost of the coverage. The Town will remit all required payments to NNEBT on behalf of the retiree and, when applicable, the retiree's dependent(s).

When the retiree reaches the age of 65 or becomes eligible for Medicare due to a disability, the Town will notify NNEBT and the retiree will be offered a Medicare Supplement Plan and a Mail-Order Pharmacy program through NNEBT.

When the retiree becomes eligible for Medicare, the spouse and/or dependent child(ren), if otherwise eligible, may remain covered as part of the active group at the retiree's expense. When the spouse becomes eligible for Medicare, the spouse will be offered a Medicare Supplement Plan through NNEBT and a Mail-Order Pharmacy program also through NNEBT. If the spouse becomes eligible for Medicare before the retiree, the spouse will be offered the NNEBT Medicare Supplement and the NNEBT Mail-Order Pharmacy program.
Current pre Medicare-age retirees who were members of the bargaining unit, by agreement of the Town and the Union, also may be included as part of the active employee group and may be eligible for the Medicare Supplement and a Mail-Order Pharmacy program through NNEBT.

SECTUION 2. The Union and the Town agree to re-open the contract for consideration of changes to healthcare coverage based on no additional cost to employee for similar benefit.

SECTION 3. MMA Income Protection Plan currently provided by the Town shall be continued during the term of this Agreement for all employees who wish coverage. Any combination of sick leave and income protection cannot exceed the regular base weekly pay. Application for income protection shall be submitted by the employee after being absent from work (10) consecutive days at any one time.

SECTION 4. The Town, during the term of this agreement, shall continue to pay for and provide Maine State Life Insurance including Basic, Supplemental and Dependent B. Coverage will automatically be provided unless the employee chooses to sign a "Refusal of Insurance" form provided at the Town Office.

SECTION 5. An employee who is injured on the job and is sent home or to the hospital or who must obtain medical attention shall receive pay at the applicable hourly rate for the balance of his regular shift on that day. An employee who has returned to his regular duties after sustaining a compensable injury and who is required by the Workman's Compensation doctor to receive additional medical treatment during his regular scheduled working hours shall receive his regular hourly rate of pay for such time missed.

SECTION 6. Employees who retire will be allowed to credit to their Maine State Retirement System account up to ninety (90) days of accumulated and unpaid sick time.

ARTICLE 19

BEREAVEMENT

Special leave with pay shall be granted to regular employees for up to three days for absence caused by the death of a member of the immediate family. "Immediate family" means parents, spouse, brother, sister, child, stepchild, grandmother, grandfather, mother-in-law, grandchild, and father-in-law. Special exceptions to this rule may be made by the Town Manager

ARTICLE 20

LEAVE OF ABSENCE

Any employee desiring leave of absence without pay from his employment shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be for ninety (90) days and shall be extended for like periods. Permission for the same must be secured from both the Union and the employer. During the period of absence the employee shall not engage in any

gainful employment in the same field or industry.

Failure to comply with the provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven sickness or injury shall result in the loss of seniority rights. Full seniority rights shall be maintained during a leave of absence.

ARTICLE 21

JURY DUTY PAY

In the event an employee loses all or part of his time on account of jury service, the Employer shall pay an amount sufficient to guarantee no loss in wages on account of such absence from work. Employees to be paid upon presentation of certification of jury pay. Employees shall work any scheduled shift that does not conflict with the jury duty.

ARTICLE 22

CLOTHING ALLOWANCE

An annual clothing allowance of $600.00 shall be made available to each employee by the employer. Each employee will be required to wear safety boots (steel toe) and to provide his/her rain gear. Clothing allowance will be paid via purchase order to vendors or by direct reimbursement to employee upon submission of receipt(s).

(1) Employees will be responsible for replacement of safety clothing and equipment which has been furnished by the Town for the employee's personal use if lost or damaged due to the employee's negligence.

(2) Department personnel will be allowed to utilize his/her clothing allowance to cover the cost of uniform rental from a qualified uniform company, up to a maximum of $600 per year.

ARTICLE 23

PROBATIONARY PERIOD

All new employees of the Bucksport Highway Department shall be considered probationary employees until a six (6) month period of employment has been completed. All employees who have completed their probationary periods shall become a regular, full-time employee and may not be terminated except for just cause. During the probationary period of employment, any employee may be terminated without compliance with the terms of this Agreement.

ARTICLE 24

MILITARY LEAVE

Employees who are members of the organized military reserve, and who are required to perform field duty, will be granted Reserve Service Leave, in addition to vacation leave, but not to exceed two (2) weeks in any calendar year. For the purpose of this section, the Town will pay the balance between the 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. The employee shall furnish his department head an official statement by military authorities giving his rank, rate of pay, and date of field duty.

ARTICLE 25

RETIREMENT

The Town shall continue to participate in the Maine State Retirement System Plan A-1 and the Social Security System. The Maine State Retirement Plan shall include disability benefits as those provided by 5 MRSA Section 18521-18534 and death benefits as provided by 5 MRSA Sections 18601-18607 and 18551-18556.

ARTICLE 26

SEPARABILITY AND SAVING CLAUSE

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

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either 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 limitation of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of stated written notice, either party shall be permitted all legal or economic recourse in support of his demands, notwithstanding any provisions of this Agreement to the contrary.

ARTICLE 27

COMPLAINTS FROM THE PUBLIC

SECTION 1. Any complaints from the public involving an employee which may result in disciplinary action, shall be in writing, a copy of which the Public Works Director shall make available to the employee involved or the steward within three (3) days of receipt. A hearing shall be held by the Public Works Director, the Steward, and/or Union Representative, and/or the employee concerned, and the person making the complaint at the time and date agreed upon by the parties within five (5) days after receiving the complaint; provided that if no agreement on time and date is reached within (5) day period, the Public Works Director shall set a time and date within ten (10) days thereafter.

SECTION 2. Whenever an employee is called in by a supervisor for questioning as a result of a complaint under Section 1 under circumstances where discipline other than verbal reprimand appears to be a possible result, the employee shall be entitled to be accompanied by a representative at all stages of questioning.

ARTICLE 28

PERSONNEL FILE

Each employee shall be entitled to a copy of his personnel file, or any portion thereof, on his request and at his expense (exclusive of letter of reference) and the employee shall thereafter maintain his own personnel file. Once an employee shall have been furnished with a copy of his personnel file (during the term of his contact or period thereto), the Employer shall give to each employee, free of cost, a copy of each document added thereto that is requested by the employee.

ARTICLE 29

SANITARY CONDITIONS

The Town agrees to maintain a washroom having hot and cold running water and with toilet facilities at the Town Garage and Waste Water Treatment Facility.

ARTICLE 30

PHYSICAL EXAMINATIONS

If the Employer requires an employee to submit to a physical examination, the Town shall pay all cost of the employee provided the employee goes to the physician that the Town chooses; otherwise the Town will pay a maximum of $50.00 towards the examination.

ARTICLE 31

MAINTENANCE OF STANDARDS

SECTION 1. PROTECTION OF CONDITIONS The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement; and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in the Agreement.

It is agreed that the provision of this section shall not apply inadvertent or bonafide errors made by the employer or the Union in applying the terms and conditions of this Agreement, if such error is corrected within ninety (90) days from the date of the error discovery.

SECTION 2. EXTRA CONTRACT AGREEMENTS The employer agrees not to enter into any agreement or contract with its 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 unless mutually agreed upon by both parties.

ARTICLE 32

DISABILITY

An employee who sustains a personal injury or compensable illness arising out of and in the course of his employment shall be paid during each week of total incapacity from work resulting from the injury, an amount sufficient, when added to the weekly payment of Worker's Compensation paid within the laws of State, to equal his regular salary or normal wage. Time limit for this compensation shall be eight (8) weeks unless an extension is approved by the Town Manager. If the Manager grants an extension, the employee is required to apply such time to his accumulated sick time.

ARTICLE 33

UNION SECURITY

Membership in the Local Union is not compulsory, membership in the Local Union is separate, apart and distinct from the assumption by an employee of his equal obligation to the extent he receives equal

benefits. The local union is required under this agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this agreement have been made for all employees in the bargaining unit and not for members of the Local Union.

This agreement has been executed by the employer after it has satisfied itself that the Union is the choice of a majority of employees in the bargaining unit. Accordingly, it is fair that each employee in the unit pay his/her way and assume his/her share of the obligations along with the grant of equal benefits contained in this agreement. In this regard employees may elect to accept one of the following provisions:

1. To become a member of the Union and to pay full dues or
2. Not to be a member but to pay a fair share fee of 80% of current dues as a contribution towards the administration services, attorneys' fees and costs and expenses, including arbitrator's fees and expenses incurred by the Union.
3. Payment to the Union of reasonable fees, including reasonable fees for employee representation services, attorneys' fees and cost and expenses including arbitrator's fees and expenses incurred by the Union. This option is available only to employees hired prior to 7-1-2000.

The Union shall indemnify, defend and hold the employer harmless against all claims and suits which may arise as result of action taken pursuant to this Article and the collection of dues.

ARTICLE 34

DRIVE AND CREDIT UNION DEDUCTIONS

SECTION 1. The employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to D.R.I.V.E.

D.R.I.V.E. shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a bi-weekly basis for all weeks worked. The phrase "weeks-worked" excludes any week other than a week in which the employee earned a wage. The employer shall transmit to the D.R.I.V.E. national headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employees social security number, and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the employer annually for the employer's actual cost for the expense incurred in administering the bi-weekly payroll deduction plan.

SECTION 2. The employer agrees to deduct designated amounts each payroll from wages of those employees who shall have given the employer written notice to make such deductions. The amounts so deducted shall be remitted to the applicable Credit Union each month. The employer shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employees earning shall be less than the amount authorized for deductions.

ARTICLE 35

PLOWING AND SANDING OF DRIVEWAYS

The Town will continue the practice of plowing and sanding full-time employees' driveways leading to his/her home, but only pursuant to the following conditions:

A. The driveway must be located in Bucksport and on a public road.

B. The home must be located within eight (8) miles of the Town Garage.

C. Plowing snow or sanding must be done during regular working hours.

D. Plowing snow or sanding will be limited to making the driveway safe.

ARTICLE 36

TERM OF AGREEMENT

This Agreement shall govern the rights of the parties from July 1,2019 until and including June 30, 2022. It shall be automatically renewed for succeeding one (1) year periods unless either party shall notify the other in writing of its intention to renegotiate at least sixty (60) days from June 30, 2022 or within sixty (60) days prior to June 30, as aforesaid, if wages, rates of pay, or any other matter requiring appropriation of money by the Town are to be renegotiated.

This agreement may be amended at any time by mutual agreement.

IN WITNESS WHEREOF, the parties thereto have set their hand on the day and year first above written.

TEAMSTERS LOCAL UNION NO. #340
International Brotherhood of Teamsters

8/6/19
Brett Miller/President

8-6-19
Lorne Smith/ Secretary Treasurer

8-6-19
Joseph Piccone/Business Agent

Colin Burgess Public Works Steward

Pam Payson Fire Steward

Steve Bishop, Police Steward

Joe Piccone

TOWN OF BUCKSPORT

Peter Stewart, Mayor

Susan Lessard, Town Manager