

**AGREEMENT**

**between**

**THE TOWN OF KENNEBUNK**

**and**

**TEAMSTERS LOCAL UNION NO. 340**

**for the**

**KENNEBUNK PUBLIC SERVICES DEPARTMENT**

**Effective Dates:**

**July 1, 2021 through June 30, 2024**

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This Agreement is entered into by the Town of Kennebunk, hereinafter referred to as the Town, and Teamsters Local No. 340, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the Union.

**ARTICLE 1 - PREAMBLE**

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, M.R.S.A. 961 through 974, 1979 as amended), the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper employee morale, and to promote effective and efficient operations.

**ARTICLE 2 - RECOGNITION**

The 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 positions of Equipment Operator, Truck Driver-Public Works, Truck Driver-Parks & Facilities, Mechanic, Working Foreman and Laborer in accordance with the provisions of the Municipal Public Employees Labor Relations Act.

**ARTICLE 3 – UNION SECURITY**

Membership in the Union is not compulsory. Neither party shall exert any pressure on, or discriminate against, any employee in regards to such matters. All employees who are members of the Union as of the date of this agreement, and all employees who hereafter become members of the Union, shall maintain their membership in good standing in the Union for the duration of this agreement.

**ARTICLE 4 - CHECKOFF**

The Town shall deduct regular monthly dues and initiation fees upon receipt of a signed authorization from 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 of dues. All such forms shall be supplied by the Union. The Town shall forward all such dues so collected to the Secretary-Treasurer of the Local Union before the end of 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 5 – MANAGEMENT RIGHTS**

The Town retains all rights and authority to manage and direct its employees and to determine work shifts and assignments, 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.

The Town agrees to forward copies of said rules and amendments thereto to the designated Union Stewards.

## **ARTICLE 6 – LETTER ON PRACTICES**

The Union shall submit to the Town a letter within forty-five (45) days of the contract signing date detailing practices, now current, which are not specifically covered by contract. The Town and Union shall meet to discuss the letter within twenty-five (25) days from receipt of the letter by the Town.

Extra Contract Agreements - The Town 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.

## **ARTICLE 7 - SUBCONTRACTING**

The Town shall maintain the right to establish contracts or subcontracts for municipal operations, provided this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall continue to be so performed.

## **ARTICLE 8 – WORK PERFORMED BY SUPERVISORS**

A supervisor may continue to perform work which he/she/they normally performed prior to this Agreement. A supervisor may do work usually performed by employees as a temporary measure in case of emergency; to fill in for an absentee until a replacement can be obtained; for the purpose of relieving an employee for a reasonable period of time; for the purpose of instructing or training employees, checking work or equipment, enforcing reasonable rules and regulations, and to protect the safety of employees and equipment.

Should an occasion arise where a supervisor performs work which is regularly performed by employees other than for the reasons specified herein, the Union agrees that it does not have just cause for a grievance regarding a member of the supervisory force working unless an employee is displaced.

**ARTICLE 9 - STEWARDS**

An employee who is the authorized Steward of the Union (or Alternate) may be allowed time off with pay during his/her/their regular work or shift hours, by permission of the Public Services Director, to investigate grievances or to attend grievance hearings, but in no case shall such time exceed a total of two (2) hours per week for the Steward and Alternate combined except by written permission of the Public Services Director. The Alternate Steward shall serve as Steward only in the Steward's absence from work for his/her/their shift.

With permission of the Public Services Director, the Steward (or Alternate) may be allowed time off, without pay, to attend official Union functions (such as annual convention) for up to three (3) days per year provided that such request is made in writing at least ten (10) working days in advance of such function, that there is no disruption of departmental operations, and provided that the Town does not incur any expense as a result of the absence of said Steward or Alternate.

No Discrimination Because of Union Activities - Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his/her/their acts as such officer of the Union so long as the acts do not interfere with the conduct of the Town's business, nor shall there be any discrimination against any employee because of Union membership or activities.

**ARTICLE 10 – ACCESS TO PREMISES**

With the permission of the Public Services Director, authorized representatives of Teamsters Local No. 340 may enter Town premises for the investigation of pending disputes under this Agreement. A list of authorized Teamster representatives who may enter Town premises will be furnished by the Union to the Public Services Director within a reasonable period after the effective date of this Agreement.

**ARTICLE 11 – EMPLOYEE/MANAGEMENT CONFERENCES**

Conferences between representatives of the Town and up to three (3) members of the unit may be arranged by mutual consent of the parties to discuss matters of mutual concern including methods of improving the relationship between the parties. Such meetings, including the preparation of a written agenda, shall be planned in advance and shall be held at hours mutually agreeable to the parties. Employees acting on behalf of the unit shall suffer no loss of time or pay should such meeting fall within regular work hours.

**ARTICLE 12 – BULLETIN BOARDS**

The Town agrees to provide suitable space for and maintain a bulletin board in one (1) work location. The Union shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins. The Town agrees to post accumulated sick days and vacation time for each employee for each month.

**ARTICLE 13 – WORK RULES, DISCIPLINE AND STANDARD OPERATING PROCEDURES**

The Town may adopt or amend reasonable work rules. All rules and regulations and amendments thereto shall be posted on the bulletin board and shall become effective on the day of posting. It shall be the responsibility of the employees to read the bulletin board daily.

Employees are required to abide by the terms of this Agreement and to comply with such rules and regulations as the Town may adopt which are not inconsistent with this Agreement. Should there be any doubt as to the employee's obligations, he/she/they shall comply with the rules and then grieve if he/she/they feels wronged. All written warnings, suspensions and discharges shall be for just cause including, but not limited to, violations of any rules adopted above and of provisions of this Agreement. All suspensions and discharges shall be stated in writing, and shall be forwarded to the affected employee and the Union Steward within five (5) days of the date said actions were taken.

All discipline infractions placed in an employee's file which are received for an infraction which is less than a suspendable offense shall be purged from the file if there is no disciplinary offense within the next twelve (12) months subsequent. All serious offenses (suspension but less than

dismissal) shall be purged from the file if no recurrence of disciplinary action is received by an employee within a twenty-four (24) month period subsequent to the serious offense.

Provided however that any discipline imposed because of a violation of harassment and/or discrimination policies, ordinances or statutes shall be retained for sixty (60) months after the imposition of such discipline.

It is agreed that an employee may be suspended without pay if said employee's right to operate a motor vehicle in the State of Maine is suspended or revoked, and shall depend upon maintaining or obtaining the right to operate a motor vehicle in the State of Maine.

Employee Evaluations - The Town retains the right to evaluate employee performance on a semi-annual basis.

Continuing poor evaluation ratings may be cause for appropriate disciplinary action. Employees receiving evaluations which they consider inappropriate from supervisory evaluators shall have the right to appeal the evaluation to the Town Manager within five (5) days from receipt of the evaluation. The Town Manager's decision shall be final and binding on the evaluation with no recourse to the grievance procedure.

#### **ARTICLE 14 – GRIEVANCE PROCEDURE**

A grievance is hereby jointly defined as any dispute, controversy or misunderstanding which may arise under the interpretation or application of this Agreement.

- a) The aggrieved employee or employees must present the grievance to the Shop Steward or Alternate in writing within five (5) days of the alleged offense.
- b) The Shop Steward or Alternate, with or without the employee, shall take up the grievance with the Public Services Director or his/her/their designee, within five (5) days after its presentation by the aggrieved employee. If the Steward and the Unit Supervisor have not resolved the grievance within five (5) working days after the meeting between the grievant, Steward, and the Unit Supervisor, the Shop Steward shall submit the grievance to the Union Business Representative.



- c) Within ten (10) working days after the written response of the Unit Supervisor is due, the Union Business Representative shall notify the Town Manager or his/her/their designee and arrange for a date to meet and take up the matter. Such meeting will be held within ten (10) working days of such request. Within five (5) working days after such meeting (ten [10] working days if economic issues are involved), the Town Manager shall render a decision on the grievance.
- d) In the event that the decision of the Town Manager as rendered pursuant to Subsection c hereof is not acceptable to the Union, the Union may, within five (5) working days, file a written request for grievance arbitration on the issue. If the Town and Union cannot agree upon the selection of a grievance arbitrator within ten (10) working days from receipt of the Union arbitration request, the party(ies) shall request arbitration of the grievance under the procedures of the Maine Board of Arbitration and Conciliation. The decision of the arbitrator(s) shall be final and binding on the parties, and the arbitrator(s) shall be requested to issue the decision within thirty (30) days after the conclusion of the testimony and final argument.
- e) Each party shall be responsible for compensating its own representatives and outside witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made providing it pays for the record and makes copies available without charge to the other party and to the arbitrators.
- f) The time limits for the processing of grievances may be extended by mutual consent of both parties, first by telephone, and confirmed in writing.

#### **ARTICLE 15 – SEPARATION OF EMPLOYMENT**

Upon separation, the Town shall pay all wages owed as well as earned vacation pay due to the employee, if any, on the next regular pay day.

In all cases of voluntary separation, the employee shall provide the Town with written notice of intent to terminate employment ten (10) working days prior to such termination. Prior to payment of said owed wages, the employee will turn in all uniforms and equipment belonging to the Town.

#### **ARTICLE 16 – SENIORITY LISTS**

The Town shall establish seniority lists for this unit, with the employee with the greatest seniority (years of continuous service) listed first. Said list shall be subject to amendment from time to time as circumstances shall warrant, and the lists will be posted during the year and reviewed quarterly.

Said lists, and all amendments thereto, as the same are promulgated, shall be posted in a conspicuous place at the Highway Garage for a period of not less than thirty (30) days, and confirmed copies thereof shall be forwarded to the Union Steward. Said list shall be brought up to date on January 1 of each year. Any objections to the seniority list, as posted, must be reported to the Public Services Director within ten (10) days from the date posted or it shall stand as accepted, whereupon it shall take full force and effect.

Seniority, for the purposes of this Agreement, shall mean the length of continuous service within the unit from the date of last hire in a full-time permanent position and shall be a factor affecting promotions if employees are otherwise substantially equally qualified, and shall be a major factor in all matters affecting layoff, recall, and vacation preferences.

In the event it becomes necessary for the Town to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority, by classification with bumping rights. All affected employees shall receive a two (2) week notice of lay-off, and the Town shall meet with the affected employees prior to the actual occurrence of the lay-off. Employees shall be recalled from lay-off according to their seniority. No new employees shall be hired until all employees on lay-off status have been afforded recall notices and responded to the same within two (2) weeks from date of notice.

If any employee is laid off, he/she/they shall have recall rights for eighteen (18) months from the date of such lay-off. The affected employee shall file, in writing, his/her/their then mailing address and telephone number with the Town Manager at his/her/their office and shall be obligated as a condition of his/her/their recall rights for said eighteen (18) month period to continue to inform the Town Manager in writing of any change thereafter. If the Town recalls an employee, they shall notify said employee by certified letter and said employee shall notify the Town in writing within ten (10) days of receipt of said letter if he/she/they wishes to return to work. Said employee may be required to report to work within ten (10) days of giving notice to the Town of his/her/their desire to work.

#### **ARTICLE 17 – WORK WEEK AND OVERTIME**

The work week for employees covered by this Agreement shall consist of forty (40) hours within a one-hundred and sixty-eight (168) hour period with fixed starting and ending day times.

The work day is construed to mean from midnight to midnight inclusive. The first eight (8) working hours of any work day shall be compensated at the applicable hourly rate.

Work Shift - 7:00 A.M. to 3:00 P.M., Monday through Friday with a 20 minute paid lunch period. Any employee after the completion of any work hours shall not be required to go home during the work shift hours of 7:00 A.M. to 3:00 P.M. An employee, at his/her/their option, may go home after notifying the supervisor that he/she/they is unable to perform work duties.

Summer Hours - The Town may change the work week to permit four (4) ten (10) hour days at any time from Memorial Day to Columbus Day by providing two (2) weeks advanced notice to the employees. The work schedule for ten (10) hour days would be 6:30 A.M. to 4:30 P.M. with a thirty (30) minute paid lunch.

Overtime - Employees covered by this Agreement shall be paid at the rate of one and one-half times their base hourly pay for all hours beyond their regular work week. For purposes of this paragraph, preference for overtime work shall be given to members according to seniority, by rotation. Overtime on specialized equipment, such as the street sweeper, will be offered to employees who are approved to operate such equipment following the above rotational list. If the offer of overtime on specialized equipment results in an employee being offered overtime out of order on the general overtime list, that employee will not be offered overtime again until the employee is reached in the next rotation. Employees who are interested in training on specialized equipment — street sweepers, etc. — can inform the Public Services Director and sign up for training. Upon successful completion of the training, an employee will be approved to operate the equipment.

For the purpose of this article, all hours compensated for shall compute toward overtime.

Compensatory Time - Employees will be allowed to choose compensatory time instead of overtime pay up to a maximum accumulation of eighty (80) hours. Compensatory time shall be earned on a time and one-half basis. Compensatory time will be requested and approved in the same manner as vacation leave.

## **ARTICLE 18 – WAGES**

The attached wage schedule (Appendix A) shall be in existence for the duration of this Agreement.

It is understood that payroll will be on a weekly basis and payday will be on Friday. During the life of this Agreement, the Town shall update their time keeping program which will provide employees with views of their time cards and accruals within the limits of the program selected by the Town.

Employees are paid by direct deposit.

## **ARTICLE 19 – CALL BACK TIME**

Call back will be four (4) hours minimum at one and one half (1 1/2) times the rate of his/her/their hourly pay; provided, however, that the pay for a call back between Labor Day to Memorial Day on Monday - Friday from 5:00 a.m. to 7:00 a.m. will be a two (2) hour minimum at the rate of one and one-half (1-1/2) the rate of his/her/their hourly pay. Call backs on July 4th, Thanksgiving, Christmas or New Year's will be paid at double time rate. The pay for call back time will commence thirty (30) minutes prior to the time the employee punches in for the call back work.

A call back list shall be maintained as follows:

Call backs will be done in order of seniority from the overtime rotation list on a rotational basis during the week in the same manner as the overtime rotational process.

If due to the nature of the call-in (safety or difficulty) a supervisor may also come in as determined by the on-call supervisor. If needed, the parties will meet to discuss any issues with a supervisor attending call-ins.

Scheduled Overtime - Scheduled overtime is overtime which is preplanned by management, so employees can anticipate their overtime involvement. Scheduled overtime will be offered to employees following the current overtime rotation list. The overtime rotation list will then continue as normal.

## ARTICLE 20 – HOLIDAYS

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

New Year's Day	Indigenous Peoples' Day
Martin Luther King Jr. Day	Veterans Day
Presidents' Day	Thanksgiving Day
Patriots Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Personal Holiday (2)
Labor Day	Floating Holiday

The personal holidays will be paid for in the week they are taken. Unit members wishing to take the personal holiday shall give five (5) days' notice prior to taking the personal holiday. The Public Services Director may waive this requirement in special cases. All personal days must be utilized during the contract year and may not carry forward.

All holiday pay will be paid on the payroll for the week in which the holiday occurs or is observed by the Town. The floating holiday can be taken by the employee, subject to supervisor's approval, at any time during the contract year. The floating holiday must be utilized during the contract year and may not carry forward.

Holiday Pay - Commencing with signing this Agreement, employees who actually work the holiday observed by the Town shall be paid at the rate of one and one-half (1 ½) times the base hourly rate of pay for all hours worked on the holiday.

Employees must work the day before a holiday and the day after a holiday to be eligible to receive holiday pay. Vacation leave may be substituted for these days with permission of the Public Services Director and approved by the Town Manager.

## ARTICLE 21 - VACATIONS

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

- After six (6) months of continuous service = one week
- After one (1) year of continuous service = one week
- After two (2) years of continuous service = two weeks
- After five (5) years of continuous service = three weeks
- After twelve (12) years of continuous service = four weeks
- After twenty (20) years of continuous service = five weeks\*

Section 2 - Entitlement to vacations under this section shall be determined as of the employee's anniversary date each year. Vacations shall be granted according to classification and then according to seniority in the department, with the permission of the Public Services Director. Employees wishing to use accrued vacation shall give ten (10) working days' notice prior to taking vacation. The Public Services Director may waive this requirement in special cases. For the purpose of computing continuous service, it is agreed that time incurred while employee is on leave of absence, absent because of sickness or disability, or on a lay-off of less than twelve (12) months duration shall be time worked.

Section 3 - Employees are encouraged to take their vacation in the year it is earned. On the employee's anniversary date (date of hire) each year, if all vacation is not used, employees may carry forward up to a maximum of six (6) weeks of vacation time; however, all excess vacation time over six (6) weeks will be lost. The employee will continue to accrue vacation during the year beyond six (6) weeks but will lose all excess time over six (6) weeks at the employee's next anniversary date (of hire).

At the time of termination or retirement, employees in good standing shall be paid the wages equivalent to the accrued vacation on the employee's record. Good standing shall mean that the employee must submit a written notice of his/her/their intention to terminate ten (10) work days in advance of her/her/their last day of actual work.

Section 4 - Earned Paid Leave Law (January 1, 2021) Employees are covered under Maine's Earned Paid Leave Law (EPL), which supports Maine workers who lack paid leave for planned vacations and family activities, unforeseen illnesses, sudden necessities, and family emergencies. The Town of Kennebunk currently provides a benefit greater than EPL for full-time employees through its paid benefit time policies. Please refer to the Town's "Earned Paid Leave Policy" for more information.

\*If the Personnel Policy calls for greater vacation than the Collective Bargaining Agreement, the employees shall receive whichever is greater.

## **ARTICLE 22 – SICK LEAVE**

Eligible employees shall be entitled to one (1) working day of sick leave per month. Sick leave shall be earned by an employee at the foregoing rate in any month in which the employee is compensated for forty (40) or more hours of work. Employees may accumulate up to sixty (60) sick leave days.

An eligible employee shall be entitled to sick leave pay when, by reason of "non-service connected" personal illness or disabling injury, he/she/they are unable to perform any of the duties of his/her/their position. Where an absence exceeds three (3) working days, a medical excuse, signed by a physician, shall be submitted by a unit member, when requested by the Public Services Director.

Employees who have accrued sick leave time to their credit and separate in good standing after ten (10) years of service or retire from the department after ten (10) years of service shall be paid the wages equivalent to 50% of their unused sick leave, not to exceed 50% of sixty (60) days. "Good standing" shall mean that the employee must submit a written notice of his/her/their intention to terminate ten (10) work days in advance of his/her/their last day of actual work.

## **ARTICLE 23 – BEREAVEMENT LEAVE**

Up to five (5) working days with pay shall be allowed in the event of the death of a spouse or child.

Up to three (3) working days with pay shall be allowed in the event of the death of a parent, grandparent, brother, sister, parent-in-law, or person living within the household of the employee. Nothing contained in this paragraph shall be construed so as to provide bereavement leave in the event of the death of individuals living within the home of the employee, such as a commercial tenant, bed and breakfast boarder, or other similar rental relationship.

One (1) working day with pay shall be allowed in the event of the death of an aunt, uncle, niece, nephew, cousin, brother-in-law or sister-in-law.

Special consideration may be made by the Public Services Director when an exceptional or unusual circumstance is a factor in any of the situations described above.

## **ARTICLE 24 – LEAVE OF ABSENCE**

A regular employee may be granted a leave of absence without pay by the Public Services Director when approved by the Town Manager, 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 shall be deemed a resignation. Full seniority rights shall be maintained during the absence. The Union shall be notified within one (1) week of the effective date, if possible. If due to emergency the leave of absence is granted, notification to the Union will be made as soon as possible thereafter.

## **ARTICLE 25 – JURY DUTY**

The Town shall pay an employee for jury duty the difference between his/her/their regular pay and juror's pay upon presentation of an official statement of jury pay received. Employees excused from jury duty must report back to work during normal shift hours.

## **ARTICLE 26 – INSURANCE**

The Town will offer employees the MMEHT PPO-500 plan with a third-party Health Reimbursement Account (HRA) funded by the town and conforming to federal tax regulations.

The Town-established HRA will reimburse employees for 100% of the deductible and co-insurance costs under the PPO-500 plan up to the yearly maximums. The Town may change health insurance plans and providers in the future, but any new plan must provide medical and surgical coverage and, in addition, major medical and prescription drug coverage similar to, or better than, that found in the PPO-500 plan.

Employees, through payroll deduction, shall contribute to the cost per week for health insurance coverage as follows: Employees shall pay 18% of the cost of health insurance and the Town shall pay 82% of the cost.

Employees may participate in dental and vision insurance plans offered by the Town. Employees shall contribute fifty percent (50%) of the cost of the premium for the level of coverage elected by the employee.



Employees will have the choice of making such contributions on a pre-tax basis (free from federal and state taxes and FICA contribution) under the provisions of Section 125 of the Internal Revenue Code or on an after-tax basis.

The Town agrees to provide Workers' Compensation coverage and Social Security (FICA) to the members of the bargaining unit during the term of this Agreement.

The Town will make available Income Protection Insurance (non-service connected disability insurance) on a premium-paid-by-the-employee basis.

### **ARTICLE 27 - RETIREMENT**

The Town agrees to allow employees a choice between the Maine State Retirement System (MainePERS) and Mission Square (formerly International City Manager's Association) 401A Retirement Plan.

The Town will continue to participate in MainePERS under the terms of Plan A with the Cost of Living Adjustment. The Town will continue to participate in the ICMA 401A Plan under the terms agreed to at its inception in 1995, with the exception that the employee's contribution and Town's contribution was increased to 6.5%, effective with the signing of the contract of July 1, 1997 to June 30, 2000.

### **ARTICLE 28 – INJURIES IN THE LINE OF DUTY**

Employees covered by this Agreement who are injured on the job shall receive benefits payable under the Workers' Compensation Act.

During the waiting period prescribed in the law, prior to receiving workers' compensation benefits, the employee who may become eligible for such benefits may elect to use sick leave, if he/she/they has the sick time accumulated. If the employee is out of work beyond the waiting period, the employee may elect to use sick time to make up the difference between the employee's workers compensation check and what the employee would normally receive for base wages.

## **ARTICLE 29 – IDENTIFICATION FEES**

Should the Town find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by employees. The cost of such identification shall be borne by the Town.

## **ARTICLE 30 – HEALTH AND SAFETY**

The Union recognizes the right of the Town to establish reasonable rules and regulations for the safe, sanitary and efficient conduct of the Town's business and reasonable penalties for the violation of such rules and regulations.

The Town is responsible for meeting safety standards which are considered to be minimum standards required by the Occupational Safety and Health Act of 1970 as well as other federal and state laws. Non-compliance with the Act may result in fine and penalty to the Town.

Proper safety devices shall be provided by the Town for all employees engaged in work where such devices are necessary. Such devices, where provided, must be used as intended.

A Safety Committee shall be designated by the Public Services Director. The duties of this committee shall include attending regular safety meetings with the Public Services Director, department Supervisors, and Town Manager to identify training needs, review current safety practices, and propose suggestions for improved job safety. The Safety Committee shall serve as an advisor to the Public Services Director or his/her/their designee on job site safety requirements.

If a member of the Unit deems his/her/their vehicle or equipment to be unsafe, he/she/they shall notify the Safety Committee or supervisor, who, in turn, shall arrange for or conduct an appropriate inspection and shall determine whether the vehicle is safe for use.

Any employee involved in any accident shall immediately report to his/her/their immediate supervisor about said accident and any physical injury sustained. Said report will be made on a proper form provided by the Town.

**ARTICLE 31 – UNIFORMS, EQUIPMENT AND CELL PHONE STIPEND**

The Town agrees that if an employee is required to wear any kind of safety equipment as a condition of his/her/their continued employment, such safety equipment shall be furnished and maintained by the Town free of charge at the standard required by the Town.

An employee will be allowed to purchase boots, subject to approval by the department head. Maximum amount to be reimbursed by the Town is \$400 per year. The employees agree to wear proper safety footwear at all times. The Town further agrees to provide employees with a winter coat and to replace same as needed.

Protection of property and equipment: It shall be the responsibility of any employee having custody of any equipment and property to see that it is cared for, kept clean, and returned to its place of storage after use. All equipment, uniforms and the like shall be subject to periodic inspections.

The Town agrees to provide Public Services personnel with suitable uniforms. The Town agrees to meet with representatives of the unit prior to selecting any type of mandatory uniform. Once agreed upon, all employees who are provided uniforms by the Town shall wear them at all times while working for the Town.

The Town shall furnish each employee with the following items on a yearly basis:

- Two (2) Sweatshirts
- Two (2) Pairs of Shorts
- Four (4) Tee-shirts

These items shall be repaired or replaced as needed.

Each employee covered by this agreement shall receive \$20 per month cell phone stipend, paid quarterly.

**ARTICLE 32 – DEFECTIVE EQUIPMENT AND DANGEROUS CONDITIONS**

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.

Employees shall immediately, or at the end of their shift, report all defects of equipment. Such report shall be made on a suitable form furnished by the Town and shall be made in multiple copies, one copy

to be maintained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being unsafe by the Public Services Director or his designee.

Whenever practicable, major repairs on defective equipment shall be made in the shop, not on the highway.

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or required to operate equipment if employee feels that he/she/they is unsafe physically, due to extensive driving during winter storms.

### **ARTICLE 33 - PROMOTIONS**

Eligible bargaining unit employees shall be afforded the opportunity to apply for promotion openings. In order to be eligible to partake in the promotion process, unit employees must have served six (6) months in the Kennebunk Public Services Department.

If no candidate is qualified, then the Town may seek applications outside of the Department.

### **ARTICLE 34 – NON-DISCRIMINATION**

The Town 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, physical or mental disability, sexual orientation (including gender identity and expression), national origin, genetic information, marital status, citizenship, protected veteran status, or any other status protected by law except as any of these factors may be bonafide occupational qualifications. Neither shall the Town or Union limit, segregate, or classify employees in any way to discriminatorily deprive any individual employee of employment opportunities.

The use of the male, female or non-binary 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 classification, regardless of sex or gender identification.

**ARTICLE 35 – SEPARABILITY CLAUSE**

If any provision of this Agreement shall be contrary to any law, such invalidity shall not affect the validity of the remaining provisions. The Town and Union agree to meet and negotiate a replacement clause within thirty (30) days of the declaration of invalidity of such clause.

**ARTICLE 36 – POLITICAL ACTIVITY**

While working full-time for the Town, employees shall refrain from seeking nomination or election to any office in the Town government. Town employees shall not circulate petitions or campaign literature for elective Town 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 Town.

This rule is not to be construed to prevent the Town employees from becoming, or continuing to be, members of any political organization, from attending political organizational meetings, and expressing their views on political matters or from voting with complete freedom in any election.

**ARTICLE 37 – NO STRIKE CLAUSE**

The employees covered by this Agreement agree that during the life of this Agreement they shall not engage in:

1. a work stoppage;
2. a slowdown;
3. a strike; or
4. the blacklisting of any public employer for the purpose of preventing it from filling employee vacancies.

**ARTICLE 38 – PROBATIONARY PERIOD**

Each newly hired employee will be on probation for a period of six (6) months from the date of hire, during which time he/she/they will be subject to removal without recourse to grievance arbitration.

**ARTICLE 39 – BROKEN TOOL ALLOWANCE**

The Town agrees to reimburse the mechanic for tools broken or lost tools or for the purchase of small hand tools necessary to perform the functions of the job, while performing work for the Town. The maximum allowance shall be \$1,500 per budget year. The mechanic agrees that prior to seeking reimbursement from the Town, he/she/they shall seek reimbursement through any tool

guarantees, which may apply. The Town must approve the need for any small hand tool prior to its purchase in order for the mechanic to be reimbursed. Broken tools slated for replacement must be turned in when new tools are purchased and provided to the mechanic, unless they are returned to the vendor in relation to a tool guarantee.

**ARTICLE 40 - DURATION**

Except as otherwise herein specifically provided, this Agreement shall be effective as of the 1st day of July 2021 and shall remain in full force and effect until the 30th day of June 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred and twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date hereof. This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the following manner.

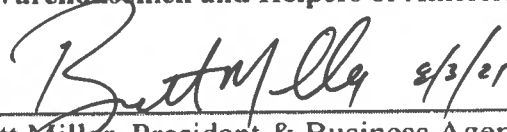
In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which said date shall not be before June 30, 2024.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 2nd day of August, 2021.

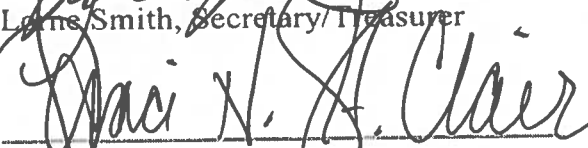
**Town of Kennebunk**

  
Michael Pardue, Town Manager

**Teamsters Local Union No. 340  
affiliated with the International  
Brotherhood of Teamsters, Chauffeurs,  
Warehousemen and Helpers of America**

 8/3/21  
Brett Miller, President & Business Agent

  
Lorne Smith, Secretary/Treasurer

  
Traci N. St. Clair, Business Agent

APPENDIX A – WAGE TABLE (July 1, 2021 to June 30, 2024)

<b>WAGE TABLE</b>				
<b>JULY 1, 2021 through JUNE 30, 2024</b>				
		<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
		<b>Adjustment + 2%</b>	<b>2%</b>	<b>2.50%</b>
		<b>7/1/2021</b>	<b>7/1/2022</b>	<b>7/1/2023</b>
<b>Position Title</b>	<b>Level</b>	<b>Hourly Wage</b>	<b>Hourly Wage</b>	<b>Hourly Wage</b>
<b>Equipment Operator</b>	Start	\$23.82	\$24.30	\$24.90
	L3	\$25.01	\$25.51	\$26.15
	L8	\$25.76	\$26.28	\$26.93
	L12	\$26.53	\$27.06	\$27.74
<b>Truck Driver</b>	Start	\$22.20	\$22.64	\$23.21
	L3	\$23.31	\$23.78	\$24.37
	L8	\$24.01	\$24.49	\$25.10
	L12	\$24.73	\$25.22	\$25.85
<b>Laborer</b>	Start	\$15.78	\$16.09	\$16.50
	L3	\$16.57	\$16.90	\$17.32
	L8	\$17.07	\$17.41	\$17.84
	L12	\$17.58	\$17.93	\$18.38
<b>Mechanic</b>	Start	\$31.62	\$32.25	\$33.06
	L3	\$33.21	\$33.87	\$34.71
	L8	\$34.21	\$34.88	\$35.75
	L12	\$35.24	\$35.93	\$36.83

Longevity: The above titled positions shall be entitled to the following longevity steps and are included in the above rates.

L3 – After three (3) continuous years of service = five percent (5%) of base pay.

L8 – Employees hired on or after 7/1/2000 will be eligible for an additional three percent (3%) longevity step after eight (8) continuous years of service.

L12 – Employees hired on or after 7/1/2000 will be eligible for an additional three percent (3%) longevity step after twelve (12) continuous years of service.

The above longevity pay will be paid on the first full pay period after attaining the three (3), eight (8) and twelve (12) continuous years’ anniversary dates.

EO1 – Equipment Operator 1 - \$0.25 added to Truck Driver’s starting salary at the completion of required training hours.

TANKER ENDORSEMENT - \$0.25 added to employees’ wages if he/she/they possess and maintain Tanker Endorsement.