

AGREEMENT
BETWEEN THE
CITY OF BIDDEFORD, MAINE
AND
TEAMSTERS UNION LOCAL NO. 340
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
FOR THE
PUBLIC WORKS DEPARTMENT NON-SUPERVISORY EMPLOYEES
JULY 1, 2015 TO JUNE 30, 2018

TABLE OF CONTENTS

<u>ARTICLE</u>		
1	PREAMBLE	2
2	RECOGNITION	2
3	PAYROLL DEDUCTION OF DUES	2-3
4	HOLIDAYS	3-4
5	INSURANCE	4-6
6	LEAVE OF ABSENCE	6-7
7	PROBATION PERIOD	7
8	MANAGEMENT RIGHTS	8
9	VALIDITY CLAUSE	8
10	SICK LEAVE	8-9
11	WAGES, LONGEVITY	10-14
12	CLOTHING/UNIFORM	15
13	VACATIONS	15-16
14	RETIREMENT	16
15	UNION BUSINESS	17
16	GRIEVANCE PROCEDURE	17-18
17	BEREAVEMENT LEAVE	19
18	AVAILABILITY OF AGREEMENT	19
19	EQUIPMENT	19
20	SENIORITY	20-22
21	UNION SECURITY	2-23
22	GENDER	23
23	MEAL PERIODS	23-24
24	EMERGENCY RESPONSE TIME	24
25	NO STRIKE	24
26	UNION STEWARD	24
27	CALL BACK	24
28	JURY DUTY	25
29	TRAINING	25-26
30	SUSPENSION/DISCHARGE	26-27
31	BULLETIN BOARDS	27
32	WORK RULES AND REGULATIONS	27
33	PART TIME WORK	28
34	SENIORITY ROSTER	28
35	SAFETY EQUIPMENT	28
36	TOOL ALLOWANCE	28
37	SAFETY COMMITTEE	29
38	JOB SPECIALITIES	29
39	DANGEROUS CONDITIONS OF WORK	29
40	ACCESS TO PREMISES	29
41	PERSONNEL RECORDS	30
42	WEEKLY PAYDAY	30
43	HOURS OF WORK/OVERTIME	30-32
44	REST PERIODS	33
45	CLEAN UP TIME	33
46	PLEDGE AGAINST DISCRIMINATION	34
47	PRIOR PRACTICES	34
48	CDL "SAFETY SENSITIVE" TESTING	34-52
49	DURATION OF AGREEMENT	53
APPENDIX A	JOB DESCRIPTIONS	54-70
APPENDIX B	MEMORANDUM OF AGREEMENT #1	71
APPENDIX C	GPS AGREEMENT	72
APPENDIX D	VIDEO CAMERA AGREEMENT	73
APPENDIX E	DOMESTIC PARTNER-HEALTH INSURANCE	74
APPENDIX F	RETIREE HEALTH INSURANCE COURT/GALLANT	75

ARTICLE 1

PREAMBLE

This agreement has been entered into by and between the City of Biddeford (hereafter referred to as the City) and Teamsters Union Local No. 340, affiliated with the International Brotherhood of Teamsters, (hereafter referred to as the union) pursuant to the provisions of the Municipal Public Employees Labor Relations Law (title 26, M.R.S.A., Sections 961 through 974, 1969, as amended), the parties hereto have entered into this Agreement in order to establish mutual rights.

ARTICLE 2

RECOGNITION

The City 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 of its eligible employees within the bargaining unit, as determined in accordance with the Municipal Public Employees Labor Relations Law.

The term "employees" as used herein shall mean those employees included in the bargaining unit defined below:

All Public Works employees except Supervisory and Clerical.

ARTICLE 3

PAYROLL DEDUCTION OF DUES

Section 1:

As soon as possible the City shall deduct regular weekly union dues upon receipt of signed authorization from members of the Union on forms supplied by the Union and satisfactory to the City. The City shall forward all such dues so collected to the Secretary-Treasurer of the local Union by the fifteenth (15th) day of each month following the month in which deductions were made. This authorization shall remain in force and in effect during the term of this Agreement.

Section 2:

The Union shall indemnify and save the City harmless against all claims and suits, which may arise by reason of making any such deduction, the cancellation of the same, and remitting the same to apparently authorized officials of the Union.

Section 3:

The Employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a 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 DRIVE 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 employee's 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 expenses incurred in administering the weekly payroll deduction plan.

Section 4:

The City shall provide payroll deductions and direct deposits to the employees' financial institutions upon proper notification by the employee and acceptance by the financial institution(s).

ARTICLE 4

HOLIDAYS

Section 1:

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

- | | |
|------------------------|-------------------------|
| New Years Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Washington's Birthday | Veteran's Day |
| Patriot's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Eve (1/2 day) |
| | Christmas Day |

When a holiday falls on a Saturday, the day before, Friday, shall be deemed a paid holiday.

When a holiday falls on a Sunday, the day after, Monday, shall be deemed a paid holiday.

Section 2: Holiday Work

Employees who are called into work on an observed holiday during the twenty-four (24) hour span of the observed holiday, or in the case of Christmas Eve, after twelve noon and before twelve midnight, shall be paid at the rate of one and one half (1 1/2) times their regular rate, over and above their holiday pay, for all hours worked, except that employees will be paid double time for called-in hours worked until midnight during New Year's Day and Christmas Day.

Section 3:

Employees shall be eligible for holiday pay under the following conditions:

- a) The employee must have been in the employ of the City for a period of at least thirty (30) working days.
- b) The employee worked his last full scheduled work day prior to the holiday and on the full scheduled work day succeeding, unless he is excused by the employer or he is absent for any reasonable purpose.
- c) If a holiday is observed on an employee's scheduled day off, or during his vacation, he shall be paid for the unworked holiday. Employees who have established seniority, but who are on inactive status due to lay-off or sick leave that commenced less than thirty (30) workdays prior to the week in which the holiday occurs shall receive pay for such holiday.
- d) The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on a day off, vacation, lay-off or sick leave or work related injury.

Section 4:

Employees shall be granted two (2) days and three (3) hours per year personal leave: one (1) day to be taken each six (6) months with no accumulation. The three (3) hours may be taken at any time of the year in accordance with the rest of this article and there will be no accumulation. If two (2) hours of the three (3) hour block are used the odd hour may be used at any time during the calendar year from the date of use of the two (2) hour block. Such leave may be used in two (2) hour increments. Employees must notify the Director of Public Works or his designee at least twenty-four (24) hours in advance of this request, except in emergencies.

ARTICLE 5

INSURANCE

Section 1:

Effective July 1, 2005, the Employer will pay a dollar amount equal to 80% of the insurance costs. The employee pays all remaining costs of coverage through payroll deductions. The Union as a group, on an annual basis, will select whether or not the Unit wishes to upgrade their health insurance plan. Any upgrade will be at the employee's expense and the City obligation will only be eighty (80) percent of the premiums for the present plan in effect as of June 30, 2012.

A copy of this Agreement has been delivered by the City of Biddeford to the Fund Director of NNEBT. Any amendments to this Agreement relating directly or indirectly to the contributions being made hereunder will be forwarded to the Director by the City of Biddeford within ten (10) days after adoption.

The liability of the City of Biddeford to said NNEBT shall not exceed the contribution amounts which it is obligated to make pursuant to the preceding provisions, together with any existing delinquencies, any interest charges, costs/penalties, or charges provided by applicable law or NNEBT; provided nevertheless, that any additional contribution amounts required by NNEBT for continuation of the existing benefit program after the expiration date of this Agreement shall be due and owing NNEBT by City of Biddeford from and after said expiration date or, if such additional amounts are first required by NNEBT during the post-Agreement negotiating period, they shall be due and owing by the City of Biddeford from and after the effective date of said increase.

Provisions of this Article constitute a direct contract also between the City of Biddeford and NNEBT which shall continue in effect until terminated by either party on advance written notice to the other, except in the case of a delinquency by the City of Biddeford, in which case NNEBT may suspend claims payments and/or terminate said contract on 24 hours notice.

Section 2:

The City agrees that its agreement hereunder shall constitute an obligation for the sums herein provided directly to NNEBT, and further that the City will be bound by the terms and provisions of the Trust Indenture of NNEBT and any and all amendments thereto as promulgated by the Trustees thereto.

Section 3:

Effective with the signing of this contract, all current retirees and employees having tendered a retirement letter to the Public Works Director prior to the signing of this contract shall continue coverage pursuant to the preceding provision of this contract.

Employees who retire with a minimum of thirteen (13) years of service with the City of Biddeford and who have attained the age of 57 must participate in the Northern New England Benefit Trust – Retiree Plan at no continuing cost to the City.

Effective with the signing of the 2015 contract, all current employees hired **before** December 31, 2002, shall utilize the Northern New England Benefit Trust – Retiree Plan for retiree health coverage. The City also agrees to provide until age 65, at no cost to the retiree, single subscriber eye and dental care coverage equivalent to that provided by the NNEBT regular health plan. For employees hired **before** December 31, 2002, and who have attained the age of 65 the City agrees to continue to provide at no cost to the retiree, the current “Companion Plan” supplement to Medicare or another plan of substantially comparable benefits.

All the above has to be continuous coverage. Any break in the insurance coverage shall release the City of any obligation under this Section.

Effective with the signing of the 2015 contract, all newly hired employees and employees hired on or **after** December 31, 2002, shall utilize the Northern New England Benefit Trust Retiree Health Plan for retiree health coverage for which the City of Biddeford shall have no further financial obligation post retirement. The City agrees to provide these employees, a Retirement

Health Savings Account (RHSA) which shall be owned by the employee in accordance with federal requirement, into which the City shall contribute \$15.00 per week as matching funds to a required contribution of \$15.00 per week by the covered employee.

So long as allowed by the Northern New England Benefit Trust, employees who retire under the disability provision of a qualified pension plan prior to reaching the retirement age of 57 shall be permitted to participate in the City's group health insurance plan until age 65 at the employee's own cost and at no cost to the City.

Section 4:

The City agrees to make available to employees as soon as possible after the signing of this contract the so-called 125 spending account, in accordance with IRS regulations so long as the federal government allows this plan.

Section 5:

The City of Biddeford shall provide Workman's Compensation coverage to its employees. The City shall provide O.A.S.D.I. coverage for its employees.

Section 6: Health Insurance Study Committee

When the City establishes a Committee to study health insurance issues including self-insurance, the possibility of other health insurance carriers, the scope of benefits, etc., the City agrees to invite a member of this unit or its bargaining agent to participate in this committee's activities. The union likewise agrees to participate.

Section 7: Insurance Buy Back

The City agrees to provide the employees with an insurance buy-back program. If an employee can demonstrate that he/she has appropriate health insurance coverage elsewhere, the employee will be allowed to cash in coverage from the City for \$2000.00 per year, payable quarterly in a separate check from weekly payroll check.

ARTICLE 6

LEAVE OF ABSENCE

Section 1:

Any employee, upon application in writing to the Public Works Director may be granted a leave of absence without pay not to exceed one (1) year, for official Union business, personal illness, including maternity or attending school. Leaves that exceed one (1) year's duration will be considered on their merits on a case-by-case basis.

Section 2:

At the termination of such leaves, the City will, upon notice, return him/her to the formerly held position, providing the position has not been abolished.

Section 3:

Educational leave terminations will be accompanied by proof of completion of courses. Sick leave terminations will be accompanied by a medical certification of employee's ability to return to his/her former job.

Section 4:

Military leave shall be granted to employees in accordance with applicable federal and state law.

Section 5:

The City will notify the Union whenever any leave is granted and the duration of said leave.

ARTICLE 7

PROBATION PERIOD

Employees shall serve a probationary period of twelve (12) months. Employees on probation shall have no seniority rights during the probationary period. During the probationary period, the Public Works Director may remove a probationer at any time, if their conduct and or performance are found to be below standard, and this action may not be used as a basis for grievances.

ARTICLE 8

MANAGEMENT RIGHTS

Section 1:

Except as otherwise specifically provided in this Agreement, the operation of the Public Works Department and the direction of the employees, including the right to plan, direct and control department activities; to schedule and assign work to employees; to determine the means, methods, processes, and equipment; to maintain the efficiency of the department and the employees; to determine manning of jobs; to create revise and eliminate jobs; to establish and require the observance of reasonable rules and regulations; to maintain order; to promote and promulgate ordinances and regulations affecting the public health, safety and welfare; to determine the need for increase or decrease in the number of employees, are rights vested exclusively in the City.

Section 2:

The City reserves the right to contract out any functions now being carried on by the Public Works Department personnel, but such contracting out shall not cause a lay-off of any permanent Public Works Employee.

ARTICLE 9

VALIDITY CLAUSE

In the event any Federal or State Legislation, governmental regulations or decisions of the Maine Supreme Court or U. S. Supreme Court invalidates any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect. Within thirty (30) days, the City and the Union shall meet to negotiate new contract language to replace the particular clause(s) which was/were invalidated.

ARTICLE 10

SICK LEAVE

Section 1:

Employees covered by this Agreement shall accumulate sick leave credit on a basis of one (1) day paid leave for each month of service up to a maximum of twelve (12) days per calendar year, accumulative to a maximum of ninety (90) days. Sick leave shall be paid at the employee's average hourly earnings including all applicable shift differential pay. An employee shall not be entitled to more sick leave hours per day than regularly scheduled hours of work. Sick leave may be taken in a minimum increment of two (2) hours. Employees shall be eligible for sick leave after thirty (30) days of service with the Employer

- a) 1. An employee with less than 90 days (720 hours) of unused sick leave as of November 1st may apply for reimbursement of unused sick leave by November 15th of each year, up to a maximum of 50% of the unused sick leave hours earned during the prior twelve (12) month period, beginning November 1st to October 31st. The reimbursement will be processed with the first (1st) payroll in December providing the employee has accumulated a minimum of seventy-two (72) unused sick leave hours (9 days) during the stated period. Also, employees with more than ten (10) years service who are otherwise eligible to cash in unused sick leave, may request additional reimbursement of up to forty (40) hours (5 days) accumulated sick leave during this time period (November 1st to November 15th)
- b) 2. The City will buy back any accumulated sick leave at the pay rate in effect prior to the signing of this contract that any employee has accumulated in excess of 90 days (720 hours) on or before the execution date of this agreement. The payments may be structured to provide those payments in not more than three installments beginning July 1, 2016. Each employee will be provided with a letter indicating the number of days (hours) and the total dollar value of the sick time in the buy-back. They will have ten calendar days to return a copy of the letter with signature that they agree with the amount. Failure to respond will constitute acceptance of the amount indicated in the letter. The amount paid to each

employee will be paid in cash or may be deposited in their individual 457 plan accounts or its equivalent as allowed by federal rules.

- c) 3. Annually the City will buy back at the hourly rate of pay any or all of the unused twelve (12) sick days earned each year. PROVIDED the employee has at least 90 days of accumulated unused sick leave, the amount of which will be paid in cash or may be deposited in the individual employee's 457 Plan accounts or its equivalent. Payment will be made the first pay period in December of each year.

Section 2:

Any employee contracting or incurring any service or non-service connected sickness or disability which renders such employee unable to perform the duties of his employment, shall receive sick leave with pay, provided the employee has accumulated sick leave. In the event of sickness or disability in the employee's family, spouse or children the employee shall also be granted sick leave with pay provided the employee has accumulated sick leave, if the employee is required to provide health care. The Public Works Director may request as a condition precedent to the payment of sick leave, written proof of medical attention given to the employee or member of his family. An employee who is absent for three (3) consecutive working days under sick leave is required to provide written proof of medical attention given to the employee or member of his family, at his expense, upon returning to work and prior to being compensated.

Section 3: Unused

Employees shall be compensated for any accumulated unused sick leave when they are permanently separated from employment as a result of retirement, death, lay-off, or permanent occupational disability. In the event of death, payment is to be made to the employee's beneficiary or to the estate of the employee. The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the payday immediately preceding the employee's separation. Employees shall be compensated at their regular rate of pay for any unused accumulation of sick leave when they are honorably and permanently separated from service according to the following schedule:

Less than ten (10) years of service: Employees shall receive 50% reimbursement of accumulated sick leave providing the employee has submitted a written resignation at least two (2) weeks prior to the actual termination date.

More than ten (10) years of service: Employees shall receive 100% reimbursement of accumulated sick leave providing the employee has submitted a written resignation at least two (2) weeks prior to the actual termination date.

Any sick leave used during the two-week notice shall be deducted from the 50% or 100% reimbursement. Employees failing to submit a two-week written notice shall receive no compensation for unused sick leave.

ARTICLE 11

WAGES, LONGEVITY

Section 1: Wages

The following wage schedule shall be in existence for the life of the Agreement.

<u>Job Title</u>	<u>2.00%</u> <u>7/1/2015</u>	<u>2.00%</u> <u>7/1/2016</u>	<u>2.00%</u> <u>7/1/2017</u>
Head Mechanic	24.24	24.72	25.22
Mechanic I	21.92	22.36	22.81
Mechanic II	20.36	20.77	21.19
Mechanic III	19.53	19.92	20.32
Equipment Operator I	21.49	21.92	22.36
Equipment Operator II	20.13	20.53	20.94
Equipment Operator III	19.91	20.31	20.71
Truck Driver I	19.65	20.04	20.44
Truck Driver II	18.60	18.98	19.36
Laborer I/Utility	17.05	17.39	17.74
Solid Waste Laborer/Utility	17.05	17.39	17.74
Solid Waste Driver/Utility	19.65	20.04	20.44
Waste Truck Driver	19.65	20.04	20.44
Waste Truck Handler	18.83	19.20	19.59
Garage Custodian	17.05	17.39	17.74
Parts/Service Technician	21.13	21.55	21.99
Parks & Rec. Maint. Worker	17.75	18.11	18.47
Body & Fender	21.92	22.36	22.81
Sewer System Tech	21.15	21.58	22.01
Sewer System Asst. Tech/Util	18.13	18.49	18.86
Sewer Sys Operator	20.67	21.08	21.50
Plant Oper/Pump Station Technician	22.44	22.89	23.34
Pump Station Technician	20.91	21.33	21.76
Downtown Maint. Wkr	15.22	15.53	15.84
Treatment Plant Operator	26.29	26.82	27.35
Lab Tech/Treatment Plant Operator	24.30	24.79	25.28
Treatment Plant Maintenance Tech	21.89	22.33	22.77
Plant Press Operator/Grounds Keeper 1	18.32	18.69	19.06
Plant Press Operator/Grounds Keeper 2	17.59	17.95	18.30

In addition to the wage adjustments each year to the contract, in years 2 and 3 of the contract the wages may be adjusted upward by an additional percentage based on the real growth and the total taxable property value base of the city. The calculation will be determined by taking the incremental taxable property value of the city for the last year known at the time of the wage adjustments divided by the previous years total taxable property value base.

Lead Mechanic additional .75 cents per hour

Crew Leaders The City has a right to appoint Crew Chiefs as needed with qualified employees, and they shall be compensated an additional .50 cents per hour for each hour worked in their capacity.

NOTE: Assigned second shift differential additional .45 cents per hour to above stated rates.
Assigned third shift differential additional .50 cents per hour to above stated rates.

Waste Truck Handler: If any unit members, except laborer/utility who shall receive waste handlers pay, are assigned to fill-in for waste truck handlers, they shall receive an additional \$1.00 per hour for the hour, which they actually worked as a waste truck handler.

Section 2: Longevity

Longevity pay shall be added to the above rates in accordance with years of service accumulated by the employee. The amount of years is determined from the last date of hire. The rates shall be as follows:

- 2% (two percent) after five (5) years of service
- 3% (three percent) after eight (8) years of service
- 5% (five percent) after ten (10) years of service
- 6% (six percent) after fifteen (15) years of service
- 7% (seven percent) after twenty-five (25) years of service

Section 3: Job Classification

Job Classifications shall be in accordance with the established wage schedule contained herein with the highest Job Classification being the position with the highest base pay rate and the lowest Job Classification being the position with the lowest base pay rate.

A) Public Works

Equipment Operator I Able to operate all equipment

Equipment Operator II Meet all requirements of lower job classification plus able to operate at least (4) pieces of equipment listed in medium group and shall be required to learn to operate the remaining equipment in same group within one (1) year

Equipment Operator III	Meet all requirements of lower job classification plus able to operate at least two (2) pieces of equipment listed in light group and shall be required to learn to operate the remaining equipment in same group within in (1) year
Truck Driver I	Must drive all trucks
Truck Driver II	Must drive all trucks up to 40,000 lb. GVW
Equipment Listing:	
Heavy Equipment Equipment Operator I	Construction work with grader and excavator
Medium Equipment Equipment Operator II	Tractor trailer, loaders, track loader, bulldozer, snow blower, flail mower, snow plowing with grader, small backhoe, sweeper.
Light Equipment Equipment Operator III Head Mechanic	Roller, sidewalk tractor with all attachments, skid steer loader, Highly skilled repairs and maintenance of gasoline and diesel automotive and construction equipment. Inspection license.
Mechanic I	Skilled repairs and maintenance of gasoline and diesel automotive and construction equipment. Perform vehicle inspections and issue inspection stickers in accordance with State laws and regulations for cars, trucks and buses upon being issued the required State License for these tasks. *see note
Mechanic II	Skilled repairs and maintenance in standard and specialized automotive equipment including body and fender work. Perform vehicle inspections and issue inspection stickers in accordance with State laws and regulations for cars, trucks and buses upon being issued the required State License for these tasks. *see note
Mechanic III	Semiskilled mechanical work in servicing, repair, and maintenance of gasoline and diesel automotive and construction equipment. Have knowledge in identification, storage and issuance of parts and storage items. Perform vehicle inspections and issue inspection stickers in accordance with State laws and regulations for cars, trucks and buses upon being issued the required State License for these tasks. *see note
Lead Mechanic	A mechanic assigned by the Public Works Garage Foreman as the mechanic in charge of his shift.
Waste Truck Driver	Must be able to drive all trucks, must have Class II

license. Service and maintenance of trucks.

Waste Truck Handler	Physical work in picking up trash. Pick up from roadside and lift to trash truck hopper.
Parts/Service Tech.	Inventory control of all automotive needs, control of accounts payable and receivable related to fleet maintenance and the management of work orders related to fleet maintenance. Assists with maintenance and control of fuel inventory, prioritizing work schedules the ordering of all parts and the management of the MSDS database. This position requires computer skills related to the implementation of the herein described tasks. Must have the ability to learn the use of Maintenance Dossier program, as determined by the PW Director, including but not limited to entering work orders, entering inventory data and producing cost efficiency reports.
Garage Custodian	Janitorial service throughout the Public Works Facility.
Laborer I/Utility	Performs all phases of manual duties as needed or required.
Solid Waste Recycling Laborer/Utility	Performs all phases of manual duties as it pertains to Solid Waste Recycling as needed or required.
Parks & Recreation Maintenance Worker	Performs all phases of manual duties as needed or required. Also operates equipment as required for parks maintenance including but not limited to riding mowers and push mowers, etc. (no increased pay for operating riding mower) and sidewalk plowing.
Body & Fender	Must be capable of performing all necessary body repair, painting and refinishing work for the City's vehicles and equipment, as determined by the Mechanic Supervisor and the Director. Perform vehicle inspections and issue inspection stickers in accordance with State laws and regulations for cars, trucks and buses upon being issued the required State License for these tasks. *see note

Downtown Maintenance Worker, Plant Operator/Pump Station Technician, Solid Waste Driver/Utility, Treatment Plant Operator, Lab Tech/Treatment Plant Operator, Treatment Plant Maintenance Tech, Treatment Plant Press Operator/Grounds Keeper, Sewer System Technician, Sewer System Assistant Technician/Utility, Sewer System Operator and Pump Station Technician job descriptions are attached to and a part of this agreement. See Appendix A.

*note: The Maine Inspection License for cars, trucks and buses shall not be required for Mechanic I, Mechanic II, Mechanic III or Body Fender positions but shall be required in order to receive the incentive wage schedule detailed below. The stipends are cumulative and will apply individually, that is, one does not need all 3 prior to getting the identified stipend.

License for car inspections: \$0.25
License for truck inspections: \$0.25
License for bus inspections: \$0.25

Section 4:

Unit members who possess a valid State of Maine Commercial Drivers License shall receive an additional .25 cents per hour.

Unit members who possess a Class A License shall receive an additional .15 cents per hour. For additional vehicle license certificates, possessed by unit members, he/she shall receive an additional .05 cents per hour per certificate.

The Sewer System Assistant Technician/Utility person shall receive an additional \$0.50 per hour upon that employee being trained and qualified to operate the following pieces of specialized equipment: vactor, sewer system camera, and the coring machine. The employee must be cleared to operate all three (3) pieces of equipment in order to receive this incentive wage.

Section 5:

Mechanics shall be eligible to receive stipends of \$.20 per hour for each certificate up to eight (8) Emergency Vehicle Technician (EVT) certificates. The Public Works Director will determine which EVT certificates are applicable to the Biddeford Public Works Department.

Section 6:

Employees in the following positions holding WWTP licenses above what is required in the respective Job Descriptions shall receive an additional \$0.20 per hour / per license. Treatment Plant Operator, Lab Tech. / Treatment Plant Operator and Plant Operator / Pump Station Tech.

ARTICLE 12

UNIFORMS/CLOTHING

For newly hired employees, upon completion of their probationary period, the City shall purchase the initial issue of work uniforms as stated below.

Five (5) long sleeve shirts - navy blue
Three (3) short sleeve shirts - navy blue
Five (5) pair of pants - navy blue or blue jeans
Two (2) jackets - navy blue

- Three (3) T-shirts - navy blue
- One (1) coverall - navy blue
- One (1) pair safety boots

Both parties agree that light blue is acceptable attire as a summer uniform.

Effective July 1, 2004, an allowance of \$350.00 per contract year shall be allocated to each eligible employee for the purchase, upkeep and to maintain the quantity of work uniforms as stated above. (\$375.00 per contract year for full time waste handlers.)

Uniform must be neat and clean in appearance as may be reasonable due to the nature of the job. Employees must wear uniforms while on duty or shall be sent off the job without pay.

Upon an employee's six (6) month anniversary date, the employee may utilize 50% of their initial issue of clothing allowance. The remainder of the initial issue of clothing allowance may be utilized after the employee's anniversary date and thereafter the annual allotment after each anniversary date.

ARTICLE 13

VACATION

Section 1:

An employee who has completed his probationary period shall attain permanent status and shall be granted vacation as follows:

More than one (1) year of service, but less than five (5) years
of service--- two (2) weeks

More than five (5) years of service, but less than ten (10) years
of service--- three (3) weeks

More than ten (10) years of service, but less than fifteen (15) years
of service--- four (4) weeks

More than fifteen (15) years of service--- five (5) weeks

Section 2:

Vacations may start on any day of the week the employee wishes, provided it is approved by the Director of Public Works or his designee. Vacation time may be used in two (2) hour increments.

Section 3:

Vacations shall not accumulate from year to year unless approved by the Director of Public Works. An employee who is entitled to two (2) weeks or more may request compensation for the weeks in excess of two (2) weeks in lieu of vacation time off. Said request shall not be unreasonably denied. Vacation time may be carried over if a unit member is denied a scheduled vacation. Said carryover shall be for a limited time and the vacation shall be taken as soon as possible.

Section 4:

Employees must notify the Director of Public Works by April 1 of each year of his/her intended vacation period, and notification of denial of such request(s) shall be given by April 15 of any contract year. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation period in the event of any conflict over vacation periods, at the discretion of the Director of Public Works. Vacation pay is to be paid in full on the last pay prior to vacation, in a separate check, if requested in a timely manner.

After the cut off date, April 1st, vacation time will be determined by a first come first served basis, by submitting a written request, for consideration, to the Public Works Director at least four (4) days prior to use of vacation.

ARTICLE 14

RETIREMENT

It shall be a condition of employment that any new employee must select either the Maine Public Employees Retirement System (MPERS) or the 457 Plan that is currently offered in the agreement.

The City agrees to continue to participate in the MPERS, which includes the Biddeford Public Works Employees. ~~Effective July 1, 2010 for service provided after July 1, 2010 and not applicable to service provided prior to July 1, 2010,~~ the City agrees to add the cost of living provision to MPERS. Both the City and the Union agree the City has no retroactive obligations as a result of adding the COLA provision. The City agrees to communicate to the Union any changes in the MPERS, which may be forced upon them by the MPERS.

The City agrees to continue to provide the 457 Deferred Compensation Plan in lieu of the MPERS to a contribution matched by the City at a maximum of five percent (5%) of gross weekly pay.

If during the life of this agreement the City forms a workgroup to study the viability of the City's participation in other retirement plans than those currently offered by the City, one representative of the union employees of the DPW Non-Supervisors unit will be included.

ARTICLE 15

UNION BUSINESS

Section 1:

Authorized representatives of the Union who are employees covered by this Agreement, may be paid at the straight time hourly rate when attending grievance meetings or conducting negotiations, or Union Business with officials of the City, subject to the following conditions:

- a) Pay may be allowed for excused absence only if (1) such meeting is held during said employee's scheduled straight time working hours, and (2) said employee would have worked had he not attended the meeting.
- b) The time paid for shall be limited to actual meeting time during scheduled straight time working hours, plus necessary time, if any, spent during scheduled straight time working hours in traveling between employee's work location and meeting location.
- c) The City shall not pay more than two (2) employee Union representatives at grievance meetings, up to and throughout the grievance proceedings, and no more than three (3) at grievance meetings with the Grievance Committee.
- d) The City shall not pay more than four (4) Union representatives at negotiation meetings with the City.
- e) The City shall allow members of the Union to meet together twelve (12) times during the course of one (1) year at a location on City property that is to the discretion of the elected Steward and Chairman of the Grievance Committee. On duty personnel may attend the meeting with pay provided the Public Works Director or his designee previously authorizes it.

Section 2:

The Union shall provide the Director of Public Works and the Mayor a list of all Union Officers indicating names and offices held and the Union shall keep such list current.

ARTICLE 16

GRIEVANCE PROCEDURE

Section 1: Grievance and Arbitration Procedures

Any grievance or dispute, which may arise between parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

- a) The Union Steward, with the employee, shall take up the grievance or dispute with the employee's immediate supervisor within three (3) working days of the date of the grievance. The supervisor shall attempt to adjust the matter and shall respond to the Steward within three (3) working days.
- b) If the grievance has not been settled, it shall be presented in writing by the Union Steward to the Director of Public Works within five (5) working days after the supervisor's response is due. The Director of Public Works shall respond to the Union Steward in writing within five (5) working days.
- c) If the grievance still remains unadjusted, the Union Steward shall present it in writing to the City Manager within seven (7) working days after the response of the Director of Public Works is due. The City shall respond in writing to the Union Steward, (with a copy to the local Union President) within seven (7) working days.
- d) If the grievance is still unsettled, either party may, within ten (10) working days after the reply of the City Manager is due, by written notice to the other, request arbitration. An arbitrator to be selected by the Employer and the Union within seven (7) working days after notice has been given shall conduct the arbitration proceeding. If the parties fail to select an arbitrator, they may request the assignment of the Maine State Board of Arbitration and Conciliation. The rules of the Maine State Board of Arbitration and Conciliation shall govern the procedure for the selection of the arbitrator and the arbitration procedure.
- e) The decision of the arbitrator shall be binding on all matters contained in the Agreement, which may be binding.
- f) The time limits for processing the grievance may be extended by written consent of the parties executed before the expiration of the time limits prescribed.
- ~~g) All grievances shall be filed not later than fifteen (15) days after occurrence of the event, or knowledge of the event, giving rise to the grievance.~~
- h) The parties shall bear equally the expense of the arbitrator. All other expenses attendant to arbitration shall be borne by the party incurring them, including the cost of transcript and expenses of any witnesses called by such party.
- i) The City of Biddeford recognizes the right of the Union to make a reasonable investigation of the circumstances surrounding any grievance; the City further agrees to cooperate with the Union in all such investigations.

Section 2: Grievance Committee

Employees selected by the Union to act, as Union representatives shall be known as "Stewards". The names of employees selected as stewards, and the names of other Union representatives who may represent employees, shall be certified in writing to the Employer by the local Union, and the individuals so certified shall constitute the Union Grievance Committee.

ARTICLE 17

BEREAVEMENT LEAVE

Section 1:

Up to five (5) consecutive work days off shall be granted in the event of the death of the following: Spouse, children, siblings, parents and/or ward of the employee.

Up to three (3) consecutive work days off shall be granted in the event of the death of the following: Grandparents, grandchildren, mother-in-law, father-in-law.

One day off shall be granted in the event of the death of the following: brother/sister-in-law, aunt, uncle, niece, nephew, and any other person living in the household.

Section 2:

The Director of Public Works may grant additional time off in the event of a hardship.

ARTICLE 18

AVAILABILITY OF AGREEMENT

The Employer shall furnish each employee in the bargaining unit with a copy of the collective bargaining agreement.

ARTICLE 19

EQUIPMENT

The City agrees to provide all necessary equipment to perform duties related to Public Works functions as determined by the Public Works Director.

Employees shall immediately report all defects in equipment they have operated to the appropriate supervisor. A suitable tag will be provided by the City and shall be utilized for reporting of defects in the equipment. The Director of Public works or designee will determine the action to be taken with respect to the continued use of the equipment.

Once the equipment has been tagged, said equipment shall not be used until the mechanic has inspected the equipment and the tag has been removed and replaced by a slip denoting the equipment has been inspected and ready for use.

ARTICLE 20

SENIORITY

Section 1:

A seniority list shall be established listing all employees covered by this Agreement, with the employee having the greatest seniority listed first. Seniority shall be based on the employee's last date of hire, with no break in service.

Section 2:

"City Seniority" is the length of continuous service of an employee covered by this Agreement at any and all departments within the City from the employee's most recent date of hire or assignment to full time regular status. This seniority shall be for the purpose of sick leave accumulation and vacation accumulation.

"Public Works Seniority" is the length of continuous service of a covered employee on full time, regular status in the Public Works Department. Public Works Department: Seniority shall be the governing factor in all matters affecting transfers, work shift, reduction in work force, recall and vacation preference. Seniority shall be the governing factor in all matters affecting promotion among qualified employees. Qualified employees shall be those employees who pass the requirements set forth in the relevant job description(s).

Section 3: Promotions

The term "promotion" as used in this provision, means the advancement of an employee, at the employee's request, to a position the employee considers to be in the best interest regardless of the rate of pay.

- a) Whenever a job opening occurs, other than a temporary opening as defined below, which is to be continued as a classified position, in any existing job classification, a notice of such opening shall be posted on all bulletin boards for ten (10) working days. The applicants shall be notified of the decision within fifteen (15) days.
- b) From the employees who wish to apply for a posted position in another job category, the employee selected shall be allowed a trial period of ninety (90) calendar days for position of operators I, II, and III, as hereinafter defined, and a trial period of sixty (60) calendar days for all other positions. After ninety (90) calendar days, or sixty (60) calendar days, whichever is applicable, if the employee is found to be unsatisfactory, the reason or reasons why the employee is unsatisfactory shall be stated in writing, or if the employee decides not to accept the position on a permanent basis then the employee will be returned to his former position and at his former rate; however, if an employee is appointed to a position and then elects to return to his previous position then that employee is ineligible to apply for a new position within the unit for a one year period from the time the employee returns to his/her previous position. All affected employees

shall be returned to their former position and at their former rate. This paragraph is subject to the provisions of Section 4, paragraph A.

- c) During this period, employees who wish to apply for the open position job including employees on lay-off may do so. The application shall be in writing and it shall be submitted to the Director of Public Works.
- d) Employees assigned to temporary job openings shall be paid the wage rate established for temporary job or their own wage, whichever is higher.

* A temporary position is one that is of short duration with no expectation of long-term employment.

Section 4: Demotion

The term "demotion" as used in this division, means the reassignment not requested by the employee - of an employee from a position in one job classification to a lower paying position.

- a) The Director of Public Works, upon recommendation of the Foreman, if any, may reduce the salary of an employee within the range provided in the pay schedule or demote the employee for inefficiency or incapacity.
- b) A written notice of the reason for demotion or reduction in salary shall be furnished to the employee within five (5) business days after the effective date of action and agreement with Union Official.

Section 5: Lay-off

In the event it becomes necessary to lay-off employees for any reason, employees shall be laid off by classification in the inverse of their seniority.

- a) Recall: Employees shall be called from lay-off according to their seniority and classification. No new employees shall be hired until all employees on lay-off status desiring to return to work have been recalled.
- b) A laid off employee shall have the responsibility of ensuring the Director of Public Works has the employee's current mailing address. An employee laid off shall retain and accumulate seniority during such layoff not to exceed two (2) years. When staffing is increased or permanent vacancies occur within this bargaining unit for which a laid off employee is qualified, the Employer shall contact such employees in seniority order by certified mail to offer them recall. A laid off employee who fails to respond within ten (10) work days to an offer of recall, or upon acceptance, fails to be available for work within five (5) work days, shall forfeit all recall rights, unless the employee provides good cause for not so reporting. The employee's right to recall shall exist for a period of two (2) years from the actual date of the layoff.

Section 6: Consolidation or Elimination of Job

Employees displaced by the elimination of jobs through job consolidation (combining duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities or for any other reason, shall be permitted to exercise their seniority rights to retain a job within their classification in the service of the employer.

Section 7: Transfer

Employees desiring to transfer jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer.

Section 8: New or Vacant Jobs

New jobs or vacancies in existing job classifications, (job vacancies are existing job classifications), that are not occupied due to a curtailment of operations, employee illness, employee leave of absence, or any other reason, shall be filled initially by the employer on a basis to temporary transfer, where feasible. During a period of temporary transfer, a new job shall be posted on all bulletin boards. Employees desiring to transfer shall submit an application in writing to the Director of Public Works. The employer shall fill the new job classification within a reasonable period of time. The job shall be filled on the basis of seniority and qualifications.

Section 9: Bumping

When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority rights to bump/replace an employee with less seniority in an equal or lower job classification providing he has the ability and qualifications to perform the said job. The employee shall also have the right to bump/replace an employee with less seniority in a higher job classification providing he had previously held a position in the higher job classification and that he currently has the ability and qualifications to perform the said job.

ARTICLE 21

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

The Employer has executed this agreement 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 own way and assumes his fair share of the obligations along with the grant of equal benefits contained in this agreement. In this regard, employees may select to accept the provisions of either Sections 1 or 2 below.

Section 1:

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, as a condition of employment, maintain their membership in good standing in the Union for the duration of this agreement.

Section 2: Fair Share Fees

Any present or future employee who is not a member and does not want to be a member shall pay a fair share fee as a contribution towards the administration of the agreement in the amount equal to 80% of current dues for the duration of this agreement.

Section 3:

Any employee who elected to select the provisions of Section 1 or 2 and who fails to maintain his membership as required in Section 1 of this Article, shall be discharged by the employer upon notification from the Union and corroborative proof of nonpayment by the employee.

Section 4:

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

ARTICLE 22

GENDER

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

ARTICLE 23

MEAL PERIODS

Section 1:

Employees in this unit shall work a straight eight (8) hour shift which shall include a lunch break not to exceed one half (1/2) hour, to be taken at 12:00 noon to 12:30 p.m. (unless extenuating circumstances exist) and shall be taken at the worksite.

Section 2:

- a) Should an employee work during his lunch period at the request of the Foreman, the employee could be released from work by the Foreman at two thirty (2:30) p.m.

b) Should an employee work during his lunch period at the request of the Foreman, and the employee works until three (3:00) p.m., the employee shall receive an extra half (1/2) an hour pay at straight time.

c) Should an employee work during his lunch period at the request of the Foreman, and the employee works beyond three (3:00) p.m., the employee shall receive an extra half (1/2) hour pay at straight time for working his lunch period, plus receive time and one half (1 1/2) pay for hours worked beyond three (3:00) p.m.

ARTICLE 24

EMERGENCY RESPONSE TIME

Response Time: Employees must be on site within one half (1/2) hour of call, except if the employee notifies the caller with reason that he can't comply.

ARTICLE 25

NO STRIKE

There shall be no stoppage of work or slow down by the Union nor any lock out by the City during the life of this Agreement.

ARTICLE 26

UNION STEWARD

~~At no time shall an employee be forced not to have the Union Steward of his choice with him while going before any superior of the Department making any charges, or before being disciplined for any other reason.~~

ARTICLE 27

CALL BACK

Employees called back to work shall receive a minimum of three (3) hours pay at the rate of one and one half (1 1/2) times their base hourly rate for the work for which they are called back.

If the hours worked are annexed to the beginning of the employee's regular shift, the three (3) hour minimum shall not apply.

ARTICLE 28

JURY DUTY

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service.

Employees shall be paid the difference between any jury duty compensation they receive at their regular wages for each day of jury service.

If an employee is subpoenaed to appear in court for the City as a witness, he shall be compensated at his regular rate of pay.

ARTICLE 29

TRAINING

Purpose: To promote and promulgate Public Health, Safety and Welfare and Employee Health, Safety and Welfare by assuring that employees assigned to operate heavy equipment and trucks have been properly trained and have demonstrated sufficient experience with said heavy equipment and trucks in storm conditions and on construction and maintenance tasks.

Establishment of Roster: Within 10 days of the effective date of this program, the Director shall post a roster of employees identifying each employee's existing job classification, truck class and equipment which each employee is presently approved to operate based on licenses, historical performance and prior completions of the informal training program. Appeals of the Roster must be filed in writing to the Director within five (5) days of the posting date. The resolution of appeals shall be based on the actual testing of the employee's abilities on the truck or equipment in question in the conditions anticipated during projected operation of said truck or equipment. The Director, or his designee, and the Assistant Director of Maintenance shall conduct and judge the testing of employees. A successful test shall require the positive recommendation of both the Director and the Assistant Director of Maintenance. Said Roster shall be posted each and every subsequent year on the first Tuesday of September.

Procedure for Training: Any employee requesting training on any truck or piece of equipment must provide proof of holding all required State licenses for the operation of said truck or equipment. Requests for training must be made to the Director in writing on forms which will be available in the main office. Scheduling of requested training shall be determined based on Public Works seniority, as defined within the contract. Appeals of this scheduling shall follow the grievance procedures delineated within the contract. Training shall take place under the direct supervision of a volunteer operator, truck driver or supervisor who is already approved for operation of the particular piece of equipment or truck. When overtime is involved for training the volunteer trainer shall be determined by seniority within the classification being trained. If there are no volunteer trainers within the classification, then other qualified volunteer trainers within the unit shall be considered by Department seniority. If no members of the unit volunteer, then Supervisors shall be considered.

Upon completion of the necessary training, the employee shall request to be tested on that particular piece of equipment or truck. This request shall be made in writing to the Director and must be signed by the employee and person who performed the training. The employee shall be tested and judged by the Director, or his designee, and the Assistant Director of Maintenance. A successful test shall require the positive recommendation of both the Director and the Assistant Director of Maintenance.

Upon the successful completion of a test the department's Roster shall be amended to reflect the results of the test. Training and testing shall be conducted in actual conditions for the performance of the task at hand. When training and testing can be performed is to be determined by the Director. There will be at least 50 hours of training (seat time) presuming there are sufficient requests, exclusive of storm events, performed during any given fiscal year. All training by an employee shall be at that employee's regular rate of pay. Generally, training will be done outside the department's regular work hours (between 7:00AM and 3:00PM) at a rate of time and one half of the employee's rate. Training will be limited to 10 hours per piece of equipment per employee plus whatever classroom time deemed necessary. For purposes of the Training Program, salting/sanding is considered a separate operation from plowing due to very different conditions that can be anticipated. Therefore, employees must be trained and approved for each operation. This training will take place during salting and plowing operations. Employees must be trained and approved on summer operations of any piece of equipment or truck prior to being trained on winter operations of that piece of equipment or truck. Trucks having a GVW of greater than 40,000 lbs shall be considered as a separate class of truck requiring training and approval.

After being trained on a piece of equipment or truck an employee must operate that equipment or truck (at the appropriate rate of pay) for a minimum of 20 hours before being trained on another piece of equipment or truck. Management may waive this requirement for documented prior experience.

ARTICLE 30

SUSPENSION AND DISCHARGE

Section 1:

The Director of Public Works, upon recommendation of the foreman, if any, may discipline or discharge with just cause. If the Director of Public Works is absent from work for any reason and a disciplinary action needs to be taken against an employee, the designated foreman in charge shall file the incident and a copy given to the employee. Upon returning to work, the Public Works Director shall be notified and dated. He shall take appropriate action within three (3) working days of the notification.

Section 2:

A written notice of the reason(s) for suspension or discharge shall be furnished to the employee and a copy filed with the Mayor within five (5) days after the effective date of said suspension or discharge.

Section 3:

The City agrees that, in general, it will follow the principle of corrective discipline for minor offenses prior to effecting a suspension or discharge. An employee will receive at least an oral reprimand and a written reprimand before the City effects a suspension excepting situations listed below in Section 4.

Section 4:

Oral warnings and written warnings by the Director of Public Works shall not be required in cases such as theft, or attempted theft of City property, gross insubordination, absence without leave for no reason, use of intoxicants during work time, conviction of a felony, and other causes of similar nature, shall be cause for immediate suspension or discharge. The warning slips shall be prepared in triplicate with the original given to the employee, copies to be given to the Mayor, Union, Union Steward and Personnel Administrator. An employee receiving warning slips will have them removed from his/her file after twelve (12) months, if not previously discharged.

ARTICLE 31

BULLETIN BOARDS

The City shall permit the reasonable use of the bulletin boards in the work area by the Union for the posting of notices of a non-controversial nature relating to Union business. The Union shall limit its posting of notices and bulletins to such bulletin boards.

ARTICLE 32

WORK RULES AND REGULATIONS

When existing work rules are changed or new rules are proposed, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive workdays before becoming effective. Objections to any proposed work rules shall be made in writing to the Director of Public Works, who shall have the responsibility of reviewing such objections and making a final determination.

Appeals from this decision can be made in accordance with normal grievance procedures. Employees shall comply with all existing rules that are not in conflict with the terms of this agreement. New employees shall be provided with a copy of existing rules when hired.

ARTICLE 33

PART TIME WORK

Any employee of the Department who engages in employment outside of his regular duty hours shall be subject to call at any time to perform the duties and fulfill the responsibilities of his position with the Department. Further, any Workers Compensation claims, which may arise out of his part time service, will not be chargeable in any form for benefits for which the City is responsible. Should his efficiency and productivity with the City of Biddeford be affected adversely as determined by his superiors, the employee performing such part time work may be required to submit his resignation from such part time work.

ARTICLE 34

SENIORITY ROSTER

The Employer shall prepare a seniority roster each calendar year of the contract within forty five (45) days of the effective date of the Agreement and shall make copies available to the Union Steward and Officers. This roster shall be considered as final during the calendar year if it is unchallenged by the Union within five (5) days after it is available to the Union.

ARTICLE 35

SAFETY EQUIPMENT

All Public Works Department vehicle operators shall be issued a fire extinguisher and a first aid kit to be in the operator's possession while operating a vehicle to handle on the job emergencies. The employee shall be responsible for the maintenance, the operation and the upkeep of said issued items, and the employee must notify the Public Works Director of any deficiencies.

All Public Works employees shall receive one (1) rain suit, one (1) hard hat, one (1) safety vest and one (1) pair of safety gloves replaced on an as needed basis.

Effective July 1, 2006, the City will reimburse all unit members the cost of one (1) pair of safety boots per year up to \$200 per pair upon receipt of proof of purchase.

ARTICLE 36

TOOL ALLOWANCE

There shall be a tool allowance of \$550.00 per contract year, per mechanic.

The City will provide special tools deemed necessary by the Director of Public Works.

ARTICLE 37

SAFETY COMMITTEE

A safety committee composed of three (3) Public Works non-supervisory employees will serve in an advisory capacity for the safety of the Public Works Department. This Committee is to provide a monthly report to the Director of Public Works who will respond back to the Committee in a reasonably timely manner.

ARTICLE 38

JOB SPECIALTIES

If, at any time, an employee is requested to perform a special job, such as drilling or body and fender work, he shall be paid the rate of that specific job, unless that rate is less than his regular hourly rate. He shall also be paid that rate for the number of hours actually worked on that job. Members of this Unit shall perform such job assignments.

ARTICLE 39

DANGEROUS CONDITIONS OF WORK

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property unless the foreman makes an on site physical examination and ascertains the area to be safe to do the work.

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee, before starting his next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident.

ARTICLE 40

ACCESS TO PREMISES

Authorized agents of the Union shall have access to the Employer's establishment, including the Biddeford Public Works Department, during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to. The authorized agent must notify the Director of Public Works of his intent for being on the Employer's premises.

ARTICLE 41

PERSONNEL RECORDS

- a) All personnel records, including home addresses, telephone numbers and pictures of employees shall be confidential and never released to any person other than the officials of the Biddeford Public Works Department, except upon subpoena from a competent court of law or upon written authorization of the employee.
- b) Upon request, an employee shall have the right to inspect his official personnel records wherever kept. Inspection shall be during regular business hours of the respective repository and be conducted under the supervision of the Biddeford Public Works Department. An employee shall have the right to make duplicate copies for his own use. No record(s) shall be withheld from a member's inspection.
- c) An employee shall have the right to include in his personnel record written refutation of any material he considers to be detrimental.

ARTICLE 42

WEEKLY PAY DAY

The City agrees to have all weekly paychecks delivered, if possible, on each Wednesday.

Employees going on vacation shall receive up to five (5) weeks of earned vacation pay in advance, if requested, provided advance notice of at least fourteen (14) days is given.

Upon verification by the Director of Public Works, an employee whose paycheck is short the equivalent of eight (8) or more hours of straight-time pay may request and shall receive a manual check making up the verified shortage.

ARTICLE 43

HOURS OF WORK/OVERTIME

Section 1: Work Week

The workweek shall consist of five (5) consecutive days, Monday through Friday inclusive, eight (8) hours each day, Monday through Friday, for a total of forty (40) hours.

The Solid Waste Driver/Utility Position and the Solid Waste Laborer/Utility Positions workweek shall be as follows:

Tuesday - 7:00 AM – 3:00 PM

Wednesday and Thursday - 9:00 AM – 5:00 PM

Friday and Saturday - 7:00 AM – 3:00 PM

Section 2: Work Shift

First shift is construed to mean 7:00 a.m. to 3:00 p.m. with a lunch period not to exceed one half (1/2) hour. Second shift is construed to mean 3:00 p.m. to 11:00 p.m. with a lunch period not to exceed one half (1/2) hour. Third shift is construed to mean 11:00 p.m. to 7:00 a.m. with a lunch period not to exceed one half (1/2) hour. Waste Handlers working hours to be determined by the City. Street Sweeper hours to be 6:00 a.m. to 2:00 p.m. The Solid Waste Recycling Labor/Utility positions shall work 7:00 a.m. to 3:00 p.m., Saturday and Sunday and 9:00 a.m. to 5:00 p.m. Monday, Tuesday, Wednesday, Thursday and Friday. The Solid Waste Driver/Utility position shall work 7:00 a.m. to 3:00 p.m.

From November 1 to April 1, the Public Works Director may declare a short work shift day to enable the employee a rest period before returning to work later in the work day. The employees affected by the short work shift day shall return at the overtime rate, and if applicable, those hours may be considered continuous operation if the requirements are met. If the employee is not rescheduled to work, he shall be compensated at his regular rate for the short work shift hours lost. During extended work periods an employee may opt to go home after informing management that they are unable to perform their duties safely. The City may order an employee to go home at anytime, when in the opinion of management the employee is not fit to perform their duties.

Section 3:

Section 1 and Section 2A of this Article may be temporarily changed by mutual consent of the Union and the Public Works Director. The word temporary means no more than four (4) weeks.

Section 4:

Hours worked shall include paid sick days, vacation, bereavement, holiday, time off for work related injury, and hours not worked but compensated.

Section 5: Regular Hours

Regular hours of work each day shall be consecutive except for interruptions for lunch periods, emergency situation, and acts of God. References to consecutive hours of work in the balance of this article shall be construed generally to include lunch periods.

Section 6: Overtime

- a) Employees covered by this agreement shall receive overtime pay at their applicable hourly rates for all hours in excess of forty (40) hours per week. All hours worked outside regularly scheduled shift will be paid at time and one half (1 1/2) or in excess or eight (8) hours straight time per day, except for temporary change of work day and work week as provided in this Article. There will be no pyramiding of overtime. When overtime work is necessary, the City will make every reasonable effort to distribute overtime equally among the regular full time employees providing the employee is capable of performing the work. All overtime worked on trucks will be divided equally

ARTICLE 44

REST PERIODS

Section 1:

All employees work schedules shall provide for two (2), fifteen (15) minute rest periods as noted below:

9:00 a.m. to 9:15 a.m.
2:00 p.m. to 2:15 p.m.

The Foreman may alter the rest period due to existing extenuated circumstances; however, the Foreman must allow the rest period to be taken between the second (2nd) and third (3rd) hour of the shift and the sixth (6th) and seventh (7th) hour of the shift.

Section 2:

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

ARTICLE 45

CLEAN UP TIME

Section 1:

Employees shall be granted a five (5) minute personal clean up period prior to the end of each work shift.

Section 2:

Work schedules shall be arranged so employees may take advantage of this provision; the employer shall make required facilities and clean up materials, such as soap and paper towels available.

ARTICLE 46

PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 1:

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit.

Section 2:

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any employee representative against any employee because of Union membership or because of any employee acting in an official capacity on behalf of the Union, or for any other cause.

Section 3:

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

ARTICLE 47

PRIOR PRACTICES

Any item not covered in this Agreement shall be governed by prior practice or as amended in contract. Any item referring to this Article during the life of this Bargaining Agreement shall be brought to the attention of both parties negotiating committees in writing. The committees shall meet and the reached agreement shall be so noted.

ARTICLE 48

CDL "SAFETY SENSITIVE" TESTING

Section 1. Employee's Bail and/or Court Appearance

When an employee is required to appear in any court for the purpose of testifying because of any accident the employee may have been involved in during working hours, such employee shall be reimbursed in full by the Employer for all earnings opportunity lost because of such appearance. The Employer shall furnish employees who are involved in accidents during working hours with bail bond and legal counsel and shall pay in full for same. Employees shall be compensated for time spent in jail at his/her regular rate of pay. Said bail bond and legal counsel shall remain assigned to the employee until all legal action in connection with said accident is concluded, provided the employee is not charged and convicted of criminal negligence. This Section shall not apply to employees who are found guilty of drunken driving when involved in an accident during working hours. The Employer shall assume all responsibility for all court costs, legal fees,

and bail bond fees for any employee who is involved in any accident or accidents during working hours and shall assume all responsibility for all judgments and awards against any employee who is involved in accidents during working hours, which result through court action against said employee, except as provided above. In case an employee shall be subpoenaed as a witness in a company-related case, or as a result of his/her on duty observations of an accident not involving a City vehicle, he/she shall be reimbursed for all time lost and expenses incurred.

Section 2. Suspension or Revocation of License

In the event an employee shall suffer a suspension or revocation of the right to drive the Employer's equipment for any reason, the employee must notify the Employer before their next report to work. Failure to comply will subject the employee to disciplinary action.

If such suspension or revocation comes as a result of the employee complying with the Employer's instruction, which results in a succession of size and weight penalties or because the employee complies with the Employer's instructions to drive Employer's equipment which is in violation of the Department of Transportation regulations relating to equipment or because the Employer's equipment did not have either a speedometer or a tachometer in proper working order and if the employee has notified the Employer of the citation for such violation as above mentioned, the Employer shall provide employment to such employee at not less than the employee's regular earnings at the time of such suspension for the entire time period.

Section 3. Controlled Substance Testing

The parties have agreed that the procedures as set forth in the Collective Bargaining Agreement shall be the methodology for all testing and will be modified only in the event that further federal legislation or Department of Transportation regulations require revised testing methodologies or requirements during the term of this Agreement.

Should other categories, modifications or types of testing be required by the government, the parties will meet as expeditiously as possible to develop a mutually agreeable procedure.

The provisions in the Collective Bargaining Agreement will apply to all employees requesting enrollment in a rehabilitation program following a positive drug test. Employees may use the Employee Assistance Program; a Union sponsored program, as well as any other referral service in choosing an approved program for treatment.

Section 3.1 Employees Who Must Be Tested:

City employees subject to Department of Transportation mandated drug testing are drivers of vehicles with a vehicle weight rating over 26,000 pounds, requiring a commercial driver license (CDL).

Section 3.2 Testing

Because of the consequences that a positive test result has on an employee, the City will employ a very accurate, two-stage testing program. Urine samples will be analyzed by a highly qualified independent laboratory, which is certified by the Substance Abuse and

Mental Health Services Administration (SAMHSA). All samples will be tested according to DOT drug testing requirements.

Section 3.3 Screening Test

The initial test uses an immunoassay to determine levels of drugs or drug metabolites. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five (5) drugs or drug classes.

Substance Initial Test Level (ng/ml) Marijuana Metabolites 50 Cocaine Metabolites 300
Opiate Metabolites 300 Phencyclidine 25 Amphetamines 1,000

*25 ng/ml is immunoassay specific for free morphine

These substances and test levels are subject to change by the Department of Transportation as advances in technology or other considerations warrant.

Section 3.4 Confirmatory Test

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff values listed. The following cutoff levels shall be used to confirm the presence of drugs or drug metabolites:

Substance Confirmatory Test Level (ng/ml) Marijuana Metabolite (1) 15 Cocaine Metabolite (2) 150 Opiates: Morphine 300 Codeine 300 Phencyclidine 25 Amphetamines: Amphetamine 500 Methamphetamine 500

(1) Delta-9-tetrahydrocannabinol-9-carboxylic acid

(2) Benzoyllecgonine

In the event the initial urine test indicates a positive response the confirmatory test must be done. These substances and test levels are subject to change by the Department of Transportation as advances in technology or other considerations warrant.

Section 3.5 Laboratory Testing

All laboratories selected by The City for analyzing Controlled Substances Testing specimens will be SAMHSA certified.

Section 3.6 Types of Testing

Required Testing procedures will be performed as part of pre-qualified practices, after defined DOT reportable accidents, on the basis of reasonable cause, upon return to duty after a positive test, under DOT mandated random testing and as follow-up testing for post drug rehabilitation as outlined under the Collective Bargaining Agreement.

Section 3.7 Post-Accident Drug Testing

DOT mandated drivers will be required to submit to a drug test after a DOT defined serious accident, which is one in which:

1. There is a fatality, or;
2. A citation is issued and there is bodily injury to a person who, as a result of the injury, receives immediate medical treatment away from the scene of the accident, or;
3. A citation is issued and one (1) or more motor vehicles incur disabling damage as a result of the accident requiring a vehicle to be transported away from the scene by a tow truck or other vehicle.

Drivers are required to submit to such testing as soon as possible, but in all events within thirty-two (32) hours. Union representation will be made available pursuant to the Collective Bargaining Agreement.

It is not the intention of this language to prohibit the driver from leaving the scene of an accident for the period of time necessary to obtain assistance in responding to the accident or to receive necessary medical attention.

The result of a urine test for the use of controlled substances, conducted by federal, state, or local officials having independent authority for the test, shall be considered to meet the requirements of post-accident testing, provided such tests conform to applicable federal, state or local requirements, and that the results of the tests are obtained by the Employer.
Random Testing Random Employee Selection:

The procedure used to randomly select employees for drug testing, in compliance with the U.S. Department of Transportation Regulations, will be a computer program specifically intended for such an application.

The program will utilize an internal computer clock procedure to randomly generate lists of employees mandated for testing by the Department of Transportation/Federal Highway Administration. The computer shall randomly select the required number of employees from the total pool of affected employees. The total pool list shall be by each region.

For verification purposes and to cover absences the computer shall print the following lists for each testing period:

1. An alphabetical total pool list of employees in the region.
2. A district list of employees shall be printed from the random list in the order in which they are computer selected.
3. An alternate list by district, which is a continuation of the district's random list.

A third party administrator shall maintain the lists or true copies of the lists. Upon request to the District Labor Relations Manager, the lists will be made available for review by Local Union representatives and company labor relation's managers to verify the proper application and use of the lists in the random testing system.

The parties agree that no effort will be made to cause the system and method of selection to be anything but a true random selection procedure insuring that all affected employees are treated fairly and equally.

The parties further agree not to amend or change the current method of random selection as described herein without prior agreement between the parties.

Section 3.8 Notification

City employees, subject to Department of Transportation mandated random drug testing, will be notified of testing in person or by direct phone contact. The management person responsible for such notification shall give notification.

Section 3.9 Rehabilitation and Testing After Return To Duty

A positive test specimen as a result of a DOT pre-qualification or random test will result in a rehabilitation opportunity. An employee whose test results are reported to the Medical Review Officer by the SAMHSA certified laboratory and whom the Medical Review Officer or his/her designee has contacted has five (5) calendar days to meet with the Medical Review Officer to review the test results. If the review time schedule is not met, then the Medical Review Officer will report to the City Management that the covered employee is not medically qualified to drive. If the Medical Review Officer determines a specimen is positive, then the employee will have five (5) calendar days to evaluate his/her situation with an approved EAP counselor and then up to fifteen (15) calendar days to enter the rehabilitation treatment center after approval of a leave of absence as outlined in the Collective Bargaining Agreement. The City will follow the final recommendations of the Medical Review Officer, who has consulted with the rehabilitation treatment professional as to the appropriate after-care protocol and post rehabilitation unannounced drug testing.

It is understood that if the grievance procedure is utilized contractual time limits on disciplinary action and the employee's request for rehabilitation will be suspended until resolution of the grievance.

Section 3.10 Disciplinary Action

Employees may be subject to discipline up to and including discharge as provided below if they test positive for drugs specified elsewhere in this Article.

1. Post-Accident Testing

- a. A positive test may be a dischargeable offense.
- b. Refusal to submit to a post-accident drug test may be a dischargeable offense.

2. Random Testing

- a. 1st offense - A positive test shall result in a warning letter (subject to successful completion of rehabilitation).
- b. 2nd offense - A positive test may be a dischargeable offense.
- c. Refusal to submit to a random drug test may be a dischargeable offense.

3. Other possible Dischargeable Offenses:

- a. Failure to successfully complete rehabilitation.
- b. A positive specimen as part of after-care drug testing.
- c. Failure to comply with after-care treatment plan.

Section 3.11 Preparation for Testing

Pursuant to Department of Transportation regulations, the Employer reserves the right to utilize on site or off site collection facilities.

Upon arrival at the collection site, an employee must provide the collection agent with:

- Photo identification
- An unsigned authorization form for urinalysis drug screening.

If the employee arrives without the above-listed items, the collection agent should contact the district Safety and Health manager or district Human Resources manager.

The employee signs the consent form and the collection agent signs as a witness.

A standard DOT approved urine custody and the appropriate laboratory will supply control form. This form must be used by all collection facilities.

Section 3.12 Specimen Collection Procedures

The Employer agrees to continue use of the Specimen Collection Checklist. The checklist, approved by the City of Biddeford and the Teamsters Union Local 340 is to be used with the affected employees at the collection site by the person performing the collection services for the Employer.

The checklist is to be used at all locations, but it is understood that failure to use or the refusal to use the checklist does not invalidate a properly conducted controlled substance testing procedure. Nor does it prohibit an employee's recourse to the collective bargaining agreement and/or the grievance procedure.

All procedures for urine collection will follow Department of Transportation guidelines to ensure an individual's privacy. An employee who gives reason to believe that he or she may have adulterated or substituted a sample will be required to provide a specimen under direct observation by a same gender collection agent.

No unauthorized personnel will be allowed in any area of the collection site. Only one (1) controlled substances testing collection procedure will be conducted at a time and the specimens can only be handled by the collection site person.

The employee being tested should remove any outer garments, such as coats, jackets, hats or scarves, and should leave any personal belongings (purse or briefcase) with the collection agent. If the employee requests it, the collection agent shall provide the employee a receipt for his or her belongings. The employee may retain his or her wallet.

After washing his/her hands, the employee shall remain in the presence of the collection agent and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent or other materials, which could be used to adulterate the specimen.

The collection agent provides the employee with a new, sealed kit selected by the employee.

The employee will provide his or her specimen in a stall or otherwise partitioned area that allows for privacy. The Employer agrees to recognize all employee's rights to privacy while being subjected to the collection process at all times and at all collection sites. Further, the Employer agrees that in all circumstances the employee's dignity will be considered and all necessary steps will be taken to insure that the entire process does nothing to demean, embarrass or offend the employees unnecessarily. Authorization for collection under the direct observation of a collection agent (of the same gender) will only be made under specific circumstances. All procedures shall be conducted in a professional, discreet and objective manner. Direct observation will be necessary in cases where there is reason to believe that an employee has adulterated the initial specimen.

The employee shall be instructed to provide at least forty-five (45) milliliters of urine in the first container. The employee shall hand the specimen to the collection agent. The specimen shall remain in the sight of both the collection agent and the employee at all times. The collection agent shall place a minimum of fifteen (15) milliliters of urine in the second container. The collection agent then shall determine that the first container contains at least thirty (30) milliliters of urine. If the individual is unable to provide forty-five (45) milliliters of urine, the collection agent shall direct the individual to drink fluids, not to exceed forty (40) ounces. Then after a reasonable time not to exceed three (3) hours, the employee shall again attempt to provide a complete sample using a new specimen container. (The original specimen, if any, should be discarded) . If the individual is still unable to provide forty-five (45) milliliters of urine, he/she will be taken out of service and a licensed physician approved by the Employer to determine if there is a medical reason for the inability to provide a specimen will conduct a medical evaluation. If it is not determined that there is a medical reason, the individual will be treated as having refused to take the test. If the employee fails for any reason to provide forty-five (45) milliliters of urine, the collection agent should contact a third party administrator (TPA) and either the District Safety and Health Manager or another Employer designee.

The regulations specify the privacy procedures and the reasons to believe that a specimen has been adulterated which include conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample, e.g., abnormal urine color or urine temperature outside the acceptable range. All specimens suspected of being adulterated shall be packaged and forwarded to the laboratory for testing.

In the event of suspected specimen adulteration, a second specimen will be immediately collected if possible, and the entire procedure should be repeated including initiation of a new chain-of-custody form and separate packaging for shipping.

The collection agent shall document any unusual behavior or appearance on the urine custody-and-control form.

Specimen handling (from one (1) authorized individual or place to another) will always be conducted using chain-of-custody procedures. Every effort must be made to minimize the number of people handling specimens. Both specimen containers shall be sealed and then forwarded to an approved laboratory for testing.

When the test is being conducted as part of a rehabilitation program, the collection process may be observed. If observed, the observer shall be the same gender as the employee being tested. When a laboratory receives a test kit, the thirty (30) milliliter sealed urine specimen container shall be removed immediately for testing. The shipping container with the remaining sealed container shall be immediately placed in secure refrigerated storage.

If an employee is told that the first sample tested positive, the employee may, within seventy-two (72) hours of receipt of actual notice, request that the second urine specimen be forwarded by the first laboratory to another independent and unrelated SAMHSA approved laboratory of the parties' choice for GC/MS confirmatory testing of the presence of the drug. If an employee chooses to have the second sample analyzed, he/she shall at that time execute a special check off authorization form to insure payment by the employee. If the second test is positive, and the employee wishes to use the rehabilitation option, the employee shall reimburse the Employer for the costs of the second confirmation test and handling and shipping charges before entering the rehabilitation program. For those employees who choose to have the second specimen tested, disciplinary action can only take place after the first laboratory reports a positive finding and the second laboratory confirms the presence of the drug. However, the employee may be taken out of service once the first laboratory reports a positive finding while the second test is being performed. If the second laboratory report is negative, the employee will not be charged for the cost of the second test and will be reimbursed for all lost time. It is also understood that if an employee opts for the second specimen to be tested, contractual time limits on disciplinary action in the Collective Bargaining Agreement are waived.

Section 3.13 Specimen Shipping Preparations

After measuring temperature and visibly inspecting the urine specimen, the collection agent should tighten and seal the specimen shipping container.

The collection agent places a security label (initialed and dated by the employee) over the bottle cap, overlapping the bottle sides.

A double-pouch bag will be used for shipping, with one (1) side for the urine specimen and the other for paperwork. The collection agent places the urine specimen in the sealable pocket of the specimen bag and then seals the bag.

The collection agent places laboratory copies of the urine custody and control form in the back sleeve of the double-pouch bag.

The collection agent places the sealed specimen bag in the shipping box and seals the box with the tape provided.

The employee receives a copy of the urine custody and control form.

Section 3.14 District Medical Review Officer

Each Medical Review Officer (MRO) must be a licensed doctor of medicine or osteopathy with knowledge of substance abuse disorders.

The MRO is responsible for performing the following functions:

1. Reviewing the results of the City's drug testing program.
2. Receiving all positive and negative drug test reports as prescribed under the DOT regulations, and making all reports of drug test results to the Employer.
3. Within a reasonable time, notifying an employee of a confirmed positive test result.
4. Reviewing and interpreting each confirmed positive test result in order to determine if there is an alternative medical explanation for the specimen's testing positive. The MRO shall perform the following functions as part of the review of a confirmed positive test result.
5. Provide an opportunity for the employee to discuss a positive test result.
- ~~6. Review the employee's medical history and relevant biomedical factors. A driver is allowed to use a controlled substance (except for methadone) only when taken as prescribed by a licensed medical practitioner who is familiar with the driver's medical history and assigned duties.~~
7. Review all medical records made available by the employee to determine if a confirmed positive test resulted from legally prescribed medication or other possible explanation.
8. Verify that the laboratory report and assessment are correct. The MRO shall be authorized to request that the original specimen be reanalyzed to determine the accuracy of the reported test result.
9. Processing an employee's request to test the split sample. Such testing will be conducted at the employee's expense. The employee shall be reimbursed by the City for any such expense should the retest provide a negative result. If a reanalysis is negative, then the MRO will declare the test canceled.

10. Review and determine with the after-care treatment professionals whether and when a return to work agreement can be made for an employee. The MRO shall also review any rehabilitation program in which the employee participated.

11. Reviewing with after-care treatment professionals the schedule of unannounced testing for an employee who has returned to duty after failing a drug test conducted in accordance with the return to work agreement, or after refusing to submit to a drug test required by the return-to-work agreement.

Section 3.15 MRO Determination

If the MRO determines, after appropriate review, that there is a legitimate medical explanation for the confirmed positive test result, the MRO shall report the test to the Employer as a negative. If the MRO determines, after appropriate review, that there is no legitimate medical explanation for the confirmed positive test result, the MRO shall report the positive test result to the appropriate member of management in accordance with DOT regulations. Based on a review of laboratory reports, quality assurance and quality control data and other drug test results, the MRO may conclude that a particular confirmed positive drug test result is scientifically insufficient for further action. Under these circumstances, the MRO shall conclude that the test is negative for the presence of drugs or drug metabolites in an employee's system.

When there is a question as to the validity or accuracy of a positive test result, only the MRO is authorized to order a re-analysis of the original sample. Not later than seventy-two (72) hours after notification of a confirmed positive test result, an employee may submit a written request to the MRO for testing of the split sample. The laboratory used must be certified by the SAMHSA and must follow usual chain-of-custody procedures.

The employee shall be reimbursed for any pay lost if taken out of service based upon a positive test result, which is negated by the second test or as the result of the resolution of the grievance. In order to make a recommendation to return an employee to duty after the employee has tested positive for the presence of controlled substances or has refused to submit to a drug test, the MRO shall:

- A. Ensure that the individual or employees is "drug free," based on a drug test that shows no positive evidence of the presence of a drug or a drug metabolite in the person's system.
- B. Ensure that a rehabilitation program counselor for drug use or abuse has evaluated the employee.
- C. Ensure and confirm with the after-care treatment professional that the employee demonstrates compliance with all conditions or requirements of a rehabilitation program in which he or she participated and follows the after-care treatment plan.

If the MRO, after appropriate review, is in basic disagreement with the treatment or evaluation physician/center as to the appropriate return to work date after evaluation and/or rehabilitation, then the MRO and the treatment/evaluation provider shall mutually agree upon a third (3rd) doctor within ten (10) working days, whose decision as to the appropriate return to work date shall be final and binding. If the third (3rd) doctor agrees that the

employee should have been returned to work at a date earlier than that proposed by the MRO, the employee shall be reimbursed at his/her daily guarantee, less any other monies received, back to the release date of the evaluation and/or treatment facility. It shall exclude any time the employee was not available for examination or work.

Section 3.16 Record Retention

The medical review officer is the sole custodian of the individual test results. The MRO shall retain reports of individual positive test results for a minimum of five (5) years. Individual negative test results will be maintained for at least twelve (12) months. The City shall maintain in a driver's qualification file only such information as required by the DOT to document compliance with the drug testing requirements.

Section 3.17 Release of Drug Testing Information

The MRO shall inform the employee before beginning the verification interview, that the MRO could transmit to appropriate parties information concerning medications being used by the employee or the employee's medical condition only if, in the MRO's medical judgment, the information indicated that the employee may be medically unqualified under applicable DOT agency rules.

When a grievance is filed as a result of a positive test the Employer shall obtain from the laboratory its records relating to the drug test. Upon receiving the records, the employer shall promptly provide copies to the appropriate official of the Union, provided that the employee has executed the consent form authorizing release to the Union. The consent request will be given to the employee in conjunction with the request authorizing release of the information to the Employer. The City agrees to notify the Union of any change of SAMHSA approved laboratories used for drug testing, for whatever reason.

Section 3.18 Paid For Time Testing

Except for drug tests taken in conjunction with a DOT physical, the employee will be paid their regular straight time hourly rate of pay in the following manner:

1. For all time at the collection site.
2. (a) If the collection site is reasonably en route between the employee's home and the center, and the employee is going to or from work, pay for travel time one (1) way between the center and the collection site or the collection site to the center; or
(b) For travel time both ways between the center and the collection site, only if the collection site is not reasonably en route between the employee's home and the employee's center.
3. If an employee is called at home to take a random drug test at a time when the driver is not en route to or from work, the employee shall be paid in addition to all time at the collection site, travel time both ways between the employee's home and the collection site with no minimum guarantee.

When an employee is on the clock and a random drug test is taken any time during the employee's shift, and the shift ends after eight (8) hours, the employee shall be paid time and one-half (1-1/2) for all time past the eight (8) hours.

Section 4. Alcohol Testing

The parties have agreed that the procedures as set forth in this Collective Bargaining Agreement shall be the methodology for testing and will be modified only in the event that further federal legislation or Department of Transportation regulations required by regulation, revise testing methodologies or requirements during the term of this Agreement.

Where such regulations allow revised testing methodologies such modifications shall be subject to mutual agreement by the parties.

Section 4.1 Employee's Who Must Be Tested

City employees subject to Department of Transportation mandated alcohol testing are Drivers of vehicles with a vehicle weight rating over 26,000 pounds, requiring a Commercial Drivers License (CDL).

Section 4.2 Testing

Because of the consequences that a positive test result has on an employee, the City will employ a very accurate, two-stage testing program. Breath samples will be collected by a Breath Alcohol Technician (BAT), who has been trained in the use of the Evidential Breath Testing (EBT) device, in a course equivalent to the DOT's model course. All samples will be tested according to DOT alcohol testing requirements. In the event that breath testing is not possible in such cases post accident, the Employer has the right to use alternative DOT approved methods.

Section 4.3 Screening Test

The initial screening test uses an Evidential Breath Testing (EBT) device to determine levels of alcohol. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for alcohol:

Breath Alcohol Levels: Less than 0.02 - Negative
0.02 and above - Positive (Requires Confirmation Test)

Section 4.4 Confirmatory Test

All specimens identified as positive on the initial screening test, showing an alcohol concentration of 0.02 or higher, shall be confirmed using an EBT that is capable of providing a printed result in triplicate; is capable of assigning a unique and sequential number to each test; and is capable of printing out, on each copy of the printed test result, the manufacturer's name for the device, the device's serial number, and the time of the test.

A confirmation test must be performed not sooner than fifteen (15) minutes after the screening test, but not more than twenty (20) minutes after the screening test.

The following cutoff levels shall be used to confirm the presence of alcohol:

Breath Alcohol Levels:

Less than 0.02 – Negative
0.02 to 0.039 - Positive/Out of service for twenty-four (24) hours from time of the test
0.04 and above - Positive/Out of service and referred to Substance Abuse Professional (SAP).

Section 4.5 Types of Testing

Required Testing procedures will be performed as part of pre-qualified practices, after defined DOT reportable accidents, on the basis of reasonable cause, upon return to duty after a positive test, under DOT mandated random testing and as follow-up testing for post alcohol rehabilitation as outlined under the Collective Bargaining Agreement.

Section 4.6 Post Accident Alcohol Testing

DOT mandated drivers will be required to submit to an alcohol test after a DOT defined serious accident, which is one in which:

1. There is a fatality, or;
2. A citation is issued and there is bodily injury to a person who, as a result of the injury, receives immediate medical treatment away from the scene of the accident, or;
3. A citation is issued and one (1) or more motor vehicles incur disabling damage as a result of the accident requiring a vehicle to be transported away from the scene by a tow truck or other vehicle.

Alcohol testing will be required after accidents under the above conditions and drivers are required to submit to such testing within two (2) hours of the accident, if possible, and within eight (8) hours at the latest.

Drivers are required to submit to such testing as soon as possible within two (2) hours. Under no circumstances shall this type of testing be conducted more than eight (8) hours after the time of the accident.

It shall be the responsibility of the driver to remain readily available for testing after the occurrence of a commercial motor vehicle accident. It is also the responsibility of the driver to not use alcohol for eight (8) hours or until an alcohol test is performed under this section, whichever occurs first. Union representation will be made available pursuant to the Collective Bargaining Agreement.

It is not the intention of this language to prohibit the driver from leaving the scene of an accident for the period of time necessary to obtain assistance in responding to the accident or to receive necessary medical attention.

Law Enforcement Testing

The result of a breath or blood test for the use of alcohol or a urine test for the use of controlled substances, conducted by federal, state, or local officials having independent authority for the test, shall be considered to meet the requirements of post-accident testing, provided such tests conform to applicable federal, state or local requirements, and that the results of the tests are obtained by the Employer.

Section 4.7 Random Testing- Random Employee Selection

The procedure used to randomly select employees for alcohol testing, in compliance with the U.S. Department of Transportation regulations, will be a computer program specifically intended for such an application.

The program will utilize an internal computer clock procedure to randomly generate lists of employees mandated for testing by the Department of Transportation/Federal Highway Administration. The computer shall randomly select the required number of employees from the total pool of affected employees. The total pool list shall be by each Region. The pool of employees selected randomly for controlled substance testing will also be the pool of employees selected for alcohol testing in compliance with DOT regulations. For verification purposes and to cover absences the computer shall print the following lists for each testing period:

1. An alphabetical total pool list of employees in the Region.
2. A District list of employees shall be printed from the random list in the order in which they are computer selected.
3. An alternate list by District, which is a continuation of the District's random list.

A third party administrator shall maintain the lists or true copies of the lists. Upon request to the District Labor Relations Manager, the lists will be made available for review by Local Union representatives and the City labor relation's managers to verify the proper application and use of the lists in the random testing system.

The parties agree that no effort will be made to cause the system and method of selection to be anything but a true random selection procedure insuring that all affected employees are treated fairly and equally.

The parties further agree not to amend or change the current method of random selection as described herein without prior agreement between the parties.

A driver shall only be tested for alcohol while the driver is performing safety sensitive functions, just before the driver is to perform safety sensitive functions, or just after the driver has ceased performing such functions.

Employees who are on long term illness or leave of absence shall not be subject to testing.

Section 4.8 Notification

The City employees, subject to Department of Transportation mandated random alcohol testing, will be notified of testing in person or by direct phone contact. The management person responsible for such notification shall give notification.

Section 4.9 Rehabilitation and Testing after Return to Duty

If the Breath Alcohol Technician (BAT) determines a specimen is confirmed positive, then the employee will be removed from service and have five (5) calendar days to evaluate his/her situation with an approved Substance Abuse Professional (SAP) and then up to fifteen (15) calendar days to enter the rehabilitation treatment center after approval of a leave of absence as outlined in the Collective Bargaining Agreement. The City will follow the final recommendations of the Substance Abuse Professional (SAP), working in conjunction with the Medical Review Officer (MRO), who has consulted with the rehabilitation treatment professional as to the appropriate after-care protocol and post rehabilitation unannounced alcohol testing.

It is understood that if the grievance procedure is utilized contractual time limits on disciplinary action and the employee's request for rehabilitation will be suspended until resolution of the grievance.

The provision of the Collective Bargaining Agreement will apply to all employees requesting enrollment in a rehabilitation program following a positive alcohol test. Employees may use the Employee Assistance Program; a union sponsored program, as well as any other referral service in choosing an approved program for treatment.

Section 4.10

1. Post Accident Testing –

~~An employee who is involved in an accident for which the mandate requires post accident testing must submit to such test.~~

A post accident test of 0.02 or above May be a dischargeable offense.

2. Random Testing

A positive test of 0.02 to 0.039 will result in the employee being taken out of service for twenty-four (24) hours and a warning letter may be issued.

A second positive test of 0.02 to 0.069 or an initial positive test of 0.04 or above may result in the employee being taken out of service and a ten (10) day suspension may be imposed. The employee will also be referred to a Substance Abuse Professional (SAP) for evaluation. If the SAP requires in-patient treatment and that in-patient treatment is the second such treatment afforded the employee, the cost of such treatment will not be borne by the City medical plan.

A third positive test of 0.02 or above after the employee was tested pursuant to the above levels may subject the employee to discharge.

3. Dischargeable Offenses

Other language to the contrary notwithstanding, the following may result in discipline up to and including discharge:

- A. Failure to successfully complete rehabilitation.
- B. A positive test as part of post-care testing.
- C. Failure to comply with the after-care treatment plan.
- D. Possession of and/or consumption of an alcoholic beverage while on duty.
- E. Any test of an on-duty employee that measures at or above the state mandated DWI level. Should any state reduce the DWI mandated levels below 0.08, the Employer and the Union agree to meet and re- negotiate this section of this Agreement.
- F. An employee's refusal to submit to a negotiated test.

Section 4.11 Preparation for Testing

Pursuant to Department of Transportation regulations, the Employer reserves the right to utilize on site or off site testing facilities. Under no circumstances shall the Employer utilize City personnel to serve as a Breath Alcohol Technician (BAT). Both parties shall mutually agree upon employer forms used in the testing procedure.

Upon arrival at the testing site, an employee must provide the BAT with photo identification.

If the employee arrives without the photo identification, the BAT should contact the City Administrator.

The Employer or third party administrator will provide a consent form to the BAT. The employee shall sign the consent form and the BAT shall sign as a witness.

A standard DOT approved alcohol testing form must be used by all testing facilities.

Section 4.12 Specimen Testing Procedures

The Employer agrees to implement a "Specimen Testing Checklist". The checklist, approved by the City, is to be used with the affected employees at the testing site by the person performing the testing for the Employer. The checklist is to be used at all locations, but it is understood that failure to use or the refusal to use the checklist does not invalidate a properly conducted alcohol testing procedure. Nor does it prohibit an employee's recourse to the collective bargaining agreement and/or the grievance procedure.

Procedures for alcohol testing will follow Department of Transportation guidelines to ensure an individual's privacy. No unauthorized personnel will be allowed in any area of the testing site. Only one (1) alcohol testing procedure will be conducted at a time.

The employee will provide his or her specimen in a location that allows for privacy. The Employer agrees to recognize all employee's rights to privacy while being subjected to the testing process at all times and at all testing sites. Further the Employer agrees that in all circumstances the employee's dignity will be considered and all necessary steps will be taken to insure that the entire process does nothing to demean, embarrass or offend the employees unnecessarily. Testing will be under the direct observation of a BAT. All procedures shall be conducted in a professional, discreet and objective manner. Direct observation will be necessary in all cases.

The employee shall provide an adequate amount of breath for the EBT device. If the individual is unable to provide a sufficient amount of breath, the BAT shall direct the individual to again attempt to provide a complete sample. If the employee fails for any reason to provide the requisite amount of breath, the BAT shall contact the TPA, Human Resources manager.

If an employee is unsuccessful in providing the requisite amount of breath, the Employer then must have the employee obtain, as soon as practical, an evaluation from a licensed physician chosen by the Employer concerning the employee's medical ability to provide an adequate amount of breath. If the physician determines that a medical condition has, or with a high degree of probability, could have precluded the employee from providing an adequate amount of breath, the employee's failure to provide an adequate amount of breath will not be deemed a refusal to take the test.

If the physician is unable to make a determination that the employee was medically unable to provide a sufficient amount of breath, the employee will be regarded as refusing to take the test.

The BAT shall document any unusual behavior or appearance on the alcohol testing form.

Section 4.13 Substance Abuse Professional (SAP) and Medical Review Officer (MRO)

Each Substance Abuse Professional (SAP) must be a licensed Doctor of Medicine or Osteopathy, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

Each Medical Review Officer (MRO) must be a licensed Doctor of Medicine or Osteopathy with knowledge of substance abuse disorders. The SAP and the MRO may be the same individual if they meet the DOT regulations.

The SAP, working in conjunction with the MRO, is responsible for performing the following functions:

1. Review and determine with the after-care treatment professionals whether and when a return to work agreement can be made for an employee. The SAP, working in conjunction with the MRO, shall also review any rehabilitation program in which the employee participated.

2. Reviewing with after-care treatment professionals the schedule of unannounced testing for an employee who has returned to duty after failing an alcohol test conducted in accordance with the return to work agreement, or after refusing to submit to an alcohol test required by the return to work agreement.

Frequency of such follow-up testing shall consist of at least six (6) tests in the first twelve (12) months following the drivers' return to duty. The one (1) year period may be extended by the after-care treatment professional in consultation with the SAP, working in conjunction with the MRO, as necessary.

Section 4.14 SAP/MRO Determination

In order to make a recommendation to return an employee to duty after the employee has tested positive for the presence of alcohol or has refused to submit to an alcohol test, the SAP, working in conjunction with the MRO, shall:

A. Ensure that the individual or employee is "alcohol free" based on an alcohol test that shows no positive evidence of the presence of alcohol in the person's system.

B. Ensure that the employee has been evaluated by a rehabilitation program counselor for alcohol use or abuse.

A. Ensure and confirm with the after-care treatment professional that the employee demonstrates compliance with all conditions or requirements of a rehabilitation program in which he or she participated and follows the after-care treatment plan.

If the SAP, working in conjunction with the MRO, after appropriate review, is in basic disagreement with the treatment or evaluation physician/center as to the appropriate return to work date after evaluation and/or rehabilitation, then the SAP, working in conjunction with the MRO, and the treatment/evaluation provider shall mutually agree upon a third (3rd) doctor within ten (10) working days, whose decision as to the appropriate return to work date shall be final and binding. If the third (3rd) doctor agrees that the employee should have been returned to work at a date earlier than that proposed by the SAP, working in conjunction with the MRO, the employee shall be reimbursed at his/her daily guarantee, less any other monies received, back to the release date of the evaluation and/or treatment facility. It shall exclude any time the employee was not available for examination or work.

Section 4.15 Record Retention

The Employer shall maintain records in a secure manner, so that disclosure of information to unauthorized persons does not occur.

Each Employer or its agent is required to maintain the following records for two (2) years:

1. Records of the inspection and maintenance of each EBT used in employee testing;
2. Documentation of the Employer's compliance with the Quality Assurance Plan (QAP) for each EBT it uses for alcohol testing;
3. Records of the training and proficiency testing of each BAT used in employee testing; and
4. Any required log books.

The Employer or its agent must maintain for five (5) years records pertaining to the calibration of each EBT used in alcohol testing, including records of the results of external calibration checks.

Section 4.16 Release of Alcohol Testing information

The Breath Alcohol Technician (BAT) shall inform the employee before testing that the Employer will be notified if the confirmatory test is greater than 0.02, since the employee will be removed from service and considered medically unqualified to drive under DOT agency rules and regulations.

When a grievance is filed as a result of a positive test the Employer shall obtain records relating to the alcohol test. Upon receiving the records, the Employer shall promptly provide copies to the appropriate official of the Union, provided that the employee has executed the consent form authorizing release to the Union. The consent request will be given to the employee in conjunction with the request authorizing release of the information to the Employer.

Section 4.17 Paid For Time Testing

The employee will be paid their regular straight time hourly rate of pay in the following manner:

1. For all time at the testing site.
2. (a) If the testing site is reasonably en route between the employee's home and the center, and the employee is going to or from work, pay for travel time one way between the center and the testing site or the testing site to the center; or
(b) For travel time both ways between the center and the testing site only if the testing site is not reasonably en route between the employee's home and the employee's center.

When an employee is on the clock and a random alcohol test is taken any time during the employee's shift, and the shift ends after eight (8) hours, the employee shall be paid time and one-half (1-1/2) for all time past the eight (8) hours.

ARTICLE 49

DURATION OF AGREEMENT

Section 1:

This Agreement shall be effective, as of July 1, 2015 and it shall remain in full force and effect until June 30, 2018. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

Section 2:

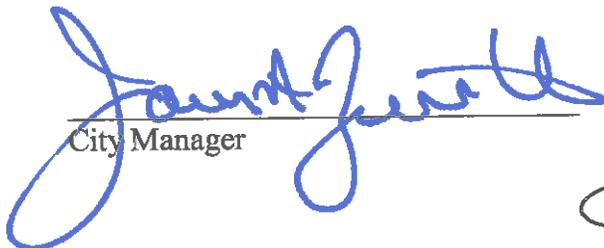
In the event either party desires to terminate this Agreement, written notice of desire to cancel or terminate the Agreement must be given to the other party not less than sixty (60) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

Section 3:

In the event of an inadvertent failure by either party to give notice set forth in Sections 1 and 2 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the anniversary date of this Agreement shall be the sixty-first (61st) day following such notice.

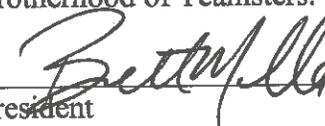
IN WITNESS WHEREOF, the parties hereto have set their hands and seal this
29th day of December, 2015.

FOR THE EMPLOYER
CITY OF BIDDEFORD

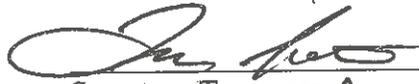


City Manager

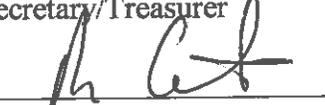
FOR THE UNION
TEAMSTERS UNION LOCAL NO. 340
Affiliated with the International
Brotherhood of Teamsters.



President



Secretary/Treasurer



Business Agent

APPENDIX A
JOB DESCRIPTIONS

SEWER SYSTEM TECHNICIAN

Qualifications:

1. Valid Class B Maine Drivers License. Trained, tested and approved for trucks with a GVW rating under 40,000 lbs.
2. Trained, tested and approved to operate the following equipment:
 - a. Vactor unit
 - b. Rodding machine
 - c. Sewer system camera and associated equipment
 - d. Pipe tracing equipment
 - e. Small backhoe/loader
 - f. Other equipment as directed
3. Ability to read and write at a High School level.
4. Ability to read and interpret sewer system plans and blueprints.
5. Working knowledge of the City's sewer system.
6. Working knowledge of methods of repair of sewer system facilities.
7. Working knowledge of the City's CSO monitoring program equipment/procedures.

Duties:

1. Responsible for, and performance of the ongoing maintenance work of the sanitary and combined sewer systems.
2. Responsible for, and performance of repairs to the sanitary and combined sewer systems.
3. On call for emergencies in the sanitary and/or combined sewer systems and shall carry an issued pager at all times unless otherwise directed.
4. Inspection of sewer system connections by other parties.
5. Maintenance and repair of CSO monitoring equipment.
6. Record keeping pertaining to all sewer system maintenance and repairs.
7. Updating of sewer system maps in conjunction with the Engineering Department.
8. Maintenance of inventory records pertaining to the sanitary and combined sewer systems.
9. ~~Other duties as assigned.~~

(APPENDIX A CONT.)

SEWER SYSTEM OPERATOR

Qualifications:

1. Valid Maine Drivers License, CDL Class B. Trained, tested and approved for trucks with a GVW under 40,000 lbs.
2. Trained, tested and approved to operate the following equipment:
 - a. Vactor unit
 - b. Rodding machine
 - c. Sewer system camera and associated equipment
 - d. Pipe tracing equipment
 - e. Small backhoe/loader
3. Working knowledge of the methods and procedures for the repair of sewer system facilities.

Duties:

1. Performance of the ongoing maintenance work of the sanitary and combined sewer systems.
2. Performance of repairs to the sanitary and combined sewer systems.
3. Perform manual labor as directed.
4. On call to respond to emergencies in the sanitary and combined sewer systems as required and shall carry an issued phone at all times unless otherwise directed.
5. Other duties as required.

(APPENDIX A CONT.)

SEWER SYSTEM ASSISTANT TECHNICIAN/UTILITY

Qualifications:

1. Valid Maine Drivers License.
2. Ability to perform manual labor in association with the repair and maintenance of the sanitary and combined sewer systems.

Duties:

1. Perform manual labor in association with the repair and maintenance of the sanitary and combined sewer systems.
2. On call to respond to emergencies in the sanitary and combined sewer systems as required and shall carry an issued phone at all times unless otherwise directed.
3. Other duties as required.

(APPENDIX A CONT.)

PUMP STATION TECHNICIAN

Qualifications:

1. Valid Maine Drivers License, Class B. Trained, tested and approved for trucks with a GVW rating of 40,000 lbs.
2. Trained, tested and approved to operate the following equipment:
 - a. Vactor unit
 - b. Rodding machine
 - c. Sewer system camera and associated equipment
 - d. Pipe tracing equipment
3. Basic Electrical Skills.
 - a. Ability to trouble shoot electrical pump panels
 - b. General maintenance on Miltronic units floats, relays, heaters, etc.
4. Base plumbing skills
5. Ability to read and interpret sewer system and pump station plans and maps.
6. Experienced in repairing and maintaining submersible and above ground pumps.
7. General knowledge of repair of City's sewer system.

Duties:

1. Perform manual labor.
2. Maintenance and repair of all City's pumping stations.
3. Record keeping of all PMS performed.
4. Working with piping crew as directed.
5. All other duties as assigned.
6. On call to respond to emergencies, as required and shall carry an issued phone at all times unless otherwise directed..

Job Description

OPERATOR – WASTEWATER TREATMENT PLANT

Qualifications :

1. Valid Maine Driver's License.
2. Must hold a Grade 3 or higher Wastewater Treatment Plant Operator's license from the State of Maine.
3. Possession or ability to obtain Confined Space Certification
4. Possession or ability to obtain a CPR/First Aid Certificate
5. Possession or ability to obtain a Fork Lift Operator Certificate
6. General education equivalent to a High School diploma or a G.E.D.
7. Minimum of 3 years experience working in the wastewater treatment field
8. Minimum 3 years experience in analytical testing
9. Minimum of 3 years experience in analytical sampling, testing and laboratory procedures
10. Knowledge of health precautions and safety hazards related to wastewater treatment facilities
11. Computer skills including, but not limited to, word processing, data management, spreadsheets, SCADA systems and programs related to wastewater treatment plant operations and maintenance
12. Ability to use hand tools and power tools supplied by the City
13. Ability to communicate clearly and concisely in writing and verbally
14. Ability to interpret chemical and biological analysis and act on a variety of data and instrument readings
15. Ability and experience in responding quickly and effectively to operational issues
16. Basic electrical skills
17. Basic plumbing skills.
18. Ability to read and interpret sewer system, pump station and treatment plant plans.
19. Experienced in repairing and maintaining submersible and above ground pumps.

Duties :

1. Operate and maintain the City of Biddeford Wastewater Treatment Plants
2. Fill out all State Permit reports as required within qualifications
3. Perform manual labor as necessary.
4. Record keeping of all Preventive Maintenance and operational activities
5. Analytical sampling and testing
6. Other duties as required
7. On call to respond to emergencies, as required.

Physical Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed in office settings and outdoor settings. Hand-eye coordination is necessary to operate office equipment and field / plant equipment.

While performing the duties of this job, the employee is frequently required to talk and hear and is required to stand; walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually moderately noisy.

(APPENDIX A cont.)

PLANT OPERATOR / PUMP STATION TECHNICIAN

Qualifications :

1. Valid Class B Maine Driver's License.
2. Trained, tested and approved for trucks with a GVW rating under 40,000 lbs.
3. Trained, tested and approved to operate the following: all City pump stations, Biddeford Pool Wastewater Treatment Facility (RBC), vactor, Sewer System camera.
4. Must hold a Grade 2 or higher Wastewater Treatment Plant Operator's license from the State of Maine.
5. Electrical skills : ability to trouble shoot electrical panels, general maintenance on miltronic units, floats, relays, heaters, etc.
6. Plumbing skills.
7. Ability to read and interpret sewer system, pump station and treatment plant plans.
8. Experienced in repairing and maintaining submersible and above ground pumps.
9. Working knowledge of the City's sewer system.
10. Working knowledge of the City's CSO Program.
11. Ability to read and write.
12. Ability to learn wastewater SCADA systems as determined by the PW Director.

Duties :

1. Operate and maintain the Biddeford Pool Treatment Plant (RBC).
2. Assist in the operation and maintenance of the main treatment plant, 63 Water St.
3. Fill out all State Permit reports.
4. Maintenance and repair of pump stations.
5. Perform manual labor as necessary.
6. Record keeping of all PMS performed.
7. Working with piping crew as directed.
8. On call to respond to emergencies, as required.
9. Perform lab testing related to all wastewater operations
10. Operation and maintenance of cso capture tank(s).

(APPENDIX A cont.)

DOWNTOWN MAINTENANCE POSITION

Qualifications :

1. Ability to perform manual labor in association with maintenance of the downtown area.
2. Ability to read and write.
3. Ability to operate hand driven snow blower.
4. Ability to operate lawn mowers.

Duties :

1. Perform manual labor in association with the efforts to maintain the downtown area, to include litter patrol, mowing, sweeping, watering and other similar activities.
2. Snow removal and de-icing as necessary.

(APPENDIX A cont.)

Re : SOLID WASTE UTILITY / DRIVER

Revised job description : Perform all phases of manual duties as they relate to Solid Waste. Operate and drive trucks assigned to the Solid Waste Division. Employee required to have a valid Class B driver's license.

Must meet all qualifications of Truck Driver I within this agreement.

The regular workweek for this position is Tuesday, Wednesday, Thursday, Friday and Saturday. This reflects the employee's present workweek and no change is proposed.

(APPENDIX A cont.)

Job Description

MAINTENANCE TECHNICIAN – WASTEWATER TREATMENT PLANT

Qualifications :

1. Valid Maine Driver's License
2. Possession or ability to obtain Confined Space Certification
3. Possession or ability to obtain a CPR/First Aid Certificate
4. Possession or ability to obtain a Fork Lift Operator Certificate
5. General education equivalent to a High School diploma or a G.E.D.
6. Skilled in mechanical and fabrication work
7. Rigging skills
8. Electrical skills
9. Plumbing skills.
10. Basic landscaping / groundskeeping skills
11. Ability to use hand tools and power tools supplied by the City
12. Ability to use and or operate tools and equipment commonly used in wastewater treatment plant operations
13. Ability to read and interpret sewer system, pump station and treatment plant plans.
14. Ability to rebuild pumps.

Duties :

1. Perform preventive maintenance and repairs on all plant, cso tank and pump station equipment
2. Remove and / or install equipment at treatment plants, cso tank and pump stations
3. Perform troubleshooting of structural, mechanical and electrical components
4. Perform a variety of pipe fitting repairs and installations
5. Maintain parts inventory system and maintenance logs
6. Maintain buildings including janitorial duties and grounds keeping efforts
7. Operate equipment as directed
8. Perform manual labor as necessary.
9. Participate in sewer collection system maintenance and repair
10. Collect samples as directed
11. Other duties as required
12. On call to respond to emergencies, as required.
13. Perform lab work as directed.

Physical Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable

accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed in office settings and outdoor settings. Hand-eye coordination is necessary to operate office equipment and field / plant equipment.

While performing the duties of this job, the employee is frequently required to talk and hear and is required to stand; walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually moderately noisy.

(APPENDIX A cont.)

Job Description

LAB TECHNICIAN / OPERATOR – WASTEWATER TREATMENT PLANT

Qualifications :

1. Valid Maine Driver's License.
2. Must hold a Grade 2 or higher Wastewater Treatment Plant Operator's license from the State of Maine.
3. Possession or ability to obtain Confined Space Certification
4. Possession or ability to obtain a CPR/First Aid Certificate
5. Possession or ability to obtain a Fork Lift Operator Certificate
6. General education equivalent to a High School diploma or a G.E.D.
7. Minimum of 3 years experience working in the wastewater treatment field
8. Minimum of 3 years experience in analytical sampling, testing and laboratory procedures
9. Knowledge of health precautions and safety hazards related to wastewater treatment facilities
10. Computer skills including, but not limited to, word processing, data management, spreadsheets and programs related to wastewater treatment plant operations and maintenance
11. Ability to use hand tools and power tools supplied by the City
12. Ability to communicate clearly and concisely in writing and verbally
13. Ability to interpret chemical and biological analysis and act on a variety of data and instrument readings
14. Ability and experience in responding quickly and effectively to operational issues
15. Basic electrical skills
16. Basic plumbing skills.
17. Ability to read and interpret sewer system, pump station and treatment plant plans.
18. Experienced in repairing and maintaining submersible and above ground pumps.

Duties :

1. Conduct laboratory testing and analysis as required by all Federal, State and Local permits and necessary for process control
2. Conduct quality control testing, analysis and charting as required to maintain laboratory accreditation
3. Calculate, compile, enter and manage all testing data in data management system
4. Prepare reports required by Federal, State and Local regulatory agencies
5. Prepare chemical reagents, standardize solutions, maintain and calibrate laboratory equipment
6. Responsible for keeping the laboratory in a clean, functional and safe condition
7. Assist in the operation and maintenance the City of Biddeford Wastewater Treatment Plants under the direction of the Chief Operator and / or Operator
8. Perform manual labor as necessary.
9. Analytical sampling and testing
10. Other duties as required
11. On call to respond to emergencies, as required.

Physical Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed in office settings and outdoor settings. Hand-eye coordination is necessary to operate office equipment and field / plant equipment.

While performing the duties of this job, the employee is frequently required to talk and hear and is required to stand; walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually moderately noisy.

(APPENDIX A cont.)

Job Description

PRESS OPERATOR / GROUNDSKEEPER (1) – WASTEWATER TREATMENT PLANT

Qualifications :

1. Valid Maine Driver's License
2. Possession or ability to obtain Confined Space Certification
3. Possession or ability to obtain a CPR/First Aid Certificate
4. Possession or ability to obtain a Fork Lift Operator Certificate
5. General education equivalent to a High School diploma or a G.E.D.
6. Basic computer skills
7. Basic electrical skills
8. Basic plumbing skills.
9. Basic landscaping / grounds keeping skills
10. Ability to use hand tools and power tools supplied by the City
11. Ability to use and or operate tools and equipment commonly used in wastewater treatment plant operations
12. Ability to read and interpret sewer system, pump station and treatment plant plans.
13. Basic pipe fitting skills
14. Basic rigging skills.

Duties :

1. Operate and maintain belt press, belt press room, grit screens, grit screen room
2. Perform a variety of maintenance and repair functions inside and outside of facilities
3. Perform manual labor as necessary.
4. Participate in sewer collection system maintenance and repair
5. Participate in pump station and CSO tank maintenance and repair
6. Collect samples as directed
7. Other duties as required
8. On call to respond to emergencies, as required.
9. Assist maintenance technician as directed.
10. Assist in troubleshooting of electrical, mechanical and structural components.
11. Perform pipe fitting repairs and installations.
12. Perform preventive maintenance data management

Physical Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed in office settings and outdoor settings. Hand-eye coordination is necessary to operate office equipment and field / plant equipment.

While performing the duties of this job, the employee is frequently required to talk and hear and is required to stand; walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually moderately noisy.

(APPENDIX A cont.)

Job Description

PRESS OPERATOR / GROUNDSKEEPER (2) – WASTEWATER TREATMENT PLANT

Qualifications :

1. Valid Maine Driver's License
2. Possession or ability to obtain Confined Space Certification
3. Possession or ability to obtain a CPR/First Aid Certificate
4. Possession or ability to obtain a Fork Lift Operator Certificate
5. General education equivalent to a High School diploma or a G.E.D.
6. Basic computer skills
7. Basic electrical skills
8. Basic plumbing skills.
9. Basic landscaping / grounds keeping skills
10. Ability to use hand tools and power tools supplied by the City
11. Ability to use and or operate tools and equipment commonly used in wastewater treatment plant operations
12. Ability to read and interpret sewer system, pump station and treatment plant plans.

Duties :

1. Operate and maintain belt press, belt press room, grit screens, grit screen room
2. Perform a variety of maintenance and repair functions inside and outside of facilities
3. Perform manual labor as necessary.
4. Participate in sewer collection system maintenance and repair
5. Participate in pump station and CSO tank maintenance and repair
6. Collect samples as directed
7. Other duties as required
8. On call to respond to emergencies, as required.

Physical Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed in office settings and outdoor settings. Hand-eye coordination is necessary to operate office equipment and field / plant equipment.

While performing the duties of this job, the employee is frequently required to talk and hear and is required to stand; walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually moderately noisy.

APPENDIX B

MEMORANDUM OF AGREEMENT #1

The position of Working Foreman was discussed and the understanding was reached that the position would have to be determined in the Supervisors Unit, but this unit is aware that the job responsibilities will include unit work done by the Working Foreman, when and if approved.

APPENDIX C

GPS Agreement

MEMORANDUM OF AGREEMENT

This memorandum constitutes an agreement between the City of Biddeford (City) and Teamsters Local #340 (Union). The City and the Union agree that it is appropriate to install Global Positioning System (GPS) tracking units in any City owned, leased or controlled vehicles and equipment for the purposes of safety, efficiency, responding to public questions and accountability. The City may not use the GPS tracking units as the primary basis for discipline. Rather, such information may only be used after the fact to corroborate or disprove public testimony and to corroborate direct eyewitness managerial or supervisory testimony and then only when such equipment and information is proven to be reliable and in proper working condition. The City must also provide the Union with copies of any printouts or electronic records used in this regard.

APPENDIX D
Video Camera Agreement

MEMORANDUM OF AGREEMENT

This memorandum will constitute an agreement between the City of Biddeford (City) and Teamsters Local 340 (Union). The City and the Union agree that it is appropriate to install video cameras at the City's Transfer Station/Recycling Center. The purpose of the cameras is to record any illegal activities, or activities that violate Department Rules and Regulations or the Collective Bargaining Agreement. The City and the Union agree that any recording of such activities can be used as the basis of disciplinary actions in regards to City employees. The Union agrees not to grieve or ask to arbitrate the use of the video cameras.

Appendix E



City of Biddeford Public Works Department

DOMESTIC PARTNER AFFIDAVIT

I, _____ and _____ certify that we have been in a relationship for _____ (_____) years and intend to remain so indefinitely, neither one of us is married to anyone else, we are both at least eighteen (18) years of age, we are not related by blood to a degree that would prohibit marriage in the State of Maine, and that we are jointly responsible for each other's common welfare, share significant financial obligations, and share our primary residence.

The employee agrees to notify the City of Biddeford in writing within thirty-one days of any termination of our domestic partnership. A written termination statement shall affirm that the partnership is terminated and that a copy of the termination statement has been mailed to the other partner.

Signed and dated this _____ day of _____ (month) _____ (year).

Employee Signature _____

Domestic Partner Signature _____

Notary Public Signature _____

My Commission Expires _____

Appendix F
Retiree Health Insurance Agreement– Court/Gallant

MEMORANDUM OF AGREEMENT

This memorandum will constitute an agreement between the City of Biddeford (City) and Teamsters Local 340 (Union). The City and the Union agree that because Paul Gallant and Ronald Court are now eligible for retirement that they shall be allowed retiree health coverage as if retiring under the contract which expired June 30, 2015.