

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

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ARTICLE 1

PREAMBLE

Section 1:

This Agreement has been entered into by and between the City of Biddeford (hereafter referred to as the City) and Teamsters Local Union 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., Section 961 through 974; 1969 as amended): the parties hereto have entered into this Agreement in order to establish mutual rights.

Section 2:

The purpose of this Agreement is to provide the best possible service to the public, to provide the best possible working conditions for the employees, while at the same time having due regard for safe, effective and efficient operations.

ARTICLE 2

RECOGNITION

Section 1:

The City recognizes the Union as the sole and exclusive bargaining agent for employees within this bargaining unit for the purpose of negotiating salaries, wages, hours and other conditions of employment for all of its eligible Public Works employees within the bargaining unit, as determined in accordance with the Municipal Public Employees Labor Relations Law.

Section 2:

Supervisory employees will not perform bargaining unit work, which results in the displacement of qualified employees. It is understood that supervisory employees will be required to do emergency work, work performed in the instruction of employees and when no other non-supervisory employees are available.

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

Section 4:

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 5:

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 | Columbus Day |
| Martin L. King Day | Veteran's Day |
| Washington's Birthday | Thanksgiving Day |
| Patriot's Day | Day after Thanksgiving |
| Memorial Day | Christmas Eve (½ day) |
| Independence Day | Christmas Day |
| Labor Day | |

Section 2:

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

Section 3:

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

Section 4:

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

A) 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.

B) The employee worked his last full scheduled work day prior to the holiday and on the full scheduled work day succeeding unless excused absence in accordance with this contract.

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) days prior to the week in which the holiday occurs shall receive pay for such holiday.

Section 5:

The Garage Mechanic Foreman, Parks Foreman, Street Working Supervisor, Solid Waste/Street Working Supervisor, Chief Operator-Wastewater Treatment Plant and Wastewater Supervisor working on a holiday listed above shall be compensated at a flat rate of twenty-five dollars (\$25.00) per hour worked, \$32.50 per hour shall be paid when working on Thanksgiving, Christmas and New Years.

ARTICLE 5

INSURANCE

Section 1:

The City shall provide a life insurance death benefit of \$7,500.00.

Section 2:

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, cost/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 3:

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 4:

Effective with the signing of this contract, all current retirees and employees having tendered 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** October 1, 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** October 1, 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.

Effective with the signing of the 2015 contract, all newly hired employees and employees hired on or after October 1, 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 5:

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 6:

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

Section 7: 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 8: 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, 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 merit on a case-by-case basis.

Section 2:

At the termination of such leave, 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 termination will be accompanied by medical certification of the employee's ability to return to his/her former job.

Section 4:

Military leave shall be granted 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.

Section 6:

During the leave of absence, the employee shall not accrue sick leave, vacation days, or holiday pay, but shall continue to accumulate seniority for pension and vacation purposes and shall retain his/her insurance coverage. The City is not liable for any pension cost while the employee is on a leave of absence.

ARTICLE 7

PROBATIONARY PERIOD

All new employees shall serve a probationary period of six (6) months and shall have no seniority rights during this period. During this period, the Public Works Department may remove the probationer at any time, if his work and conduct are found to be below standard, and this action may not be used as a basis for grievance.

PROMOTIONS OR TRANSFERS: All employees promoted or transferred to another

position within the Public Works covered by this Agreement must also serve a probationary period of sixty (60) days. During the probation period, the City may return the employee to his/her former position without the loss of seniority or benefits and shall revert back to the rate of pay for the previously held position.

ARTICLE 8

MANAGEMENT RIGHTS

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 determine the means, methods, processes and equipment; to maintain the efficiency of the department and the employees; to determine the manning of jobs; to create, revise and eliminate jobs; to establish and require the observance of reasonable rules and regulations; to determine the need for increase or decrease in the number of employees, are rights vested exclusively in the City.

ARTICLE 9

VALIDITY CLAUSE

In the event any federal, state legislation, governmental regulations or decision 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 Union shall meet to negotiate new language to replace the particular clause(s) which was/were invalidated.

ARTICLE 10

SICK LEAVE

Section 1:

All members of this unit shall have unlimited sick leave. Unlimited sick leave to mean the employee shall be compensated at his regular weekly salary for a period not exceeding six (6) months, and then he shall become eligible for disability insurance under the provisions of the City of Biddeford's disability insurance policy. If at the expiration of the six (6) month period an employee is physically unable to resume his duties, he shall apply for disability compensation under the social Security Act. If the employee qualifies for the Social Security disability benefits, then his employment shall terminate upon the receipt of his first disability check.

Section 2:

Sick leave may be used only in the following cases; Personal illness or physical incapacity of

such degree as to render the employee unable to perform the duties of his position, unless the employee is capable of other work in his division and assigned to such other work. If requested, the employee shall furnish the Director of Public Works a certificate from his attending physician.

Section 3:

In the event of sickness or disability in the employee's family, (spouse, children) the employee may be granted sick leave with pay at the discretion of the Director of Public Works, which will not be unreasonably denied.

Section 4:

An employee who is absent in excess of three (3) consecutive days due to family illness must provide a physician's report, at his expense, upon reporting to work and prior to being compensated.

ARTICLE 11

WAGES - LONGEVITY

Section 1: Salary

<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>
Garage Mechanic-Foreman	1,062.64	1,083.89	1,105.57
Parks Foreman	1,027.54	1,048.09	1,069.05
Parks Foreman w/pest & herb licenses	1,067.59	1,088.94	1,110.72
Street Working Supervisor	1,107.63	1,129.78	1,152.38
Solid Waste/St. Working Supervisor	1,107.63	1,129.78	1,152.38
Wastewater Supervisor	1,196.35	1,220.27	1,244.68
Chief Operator/Waste Treat. Plant	1,196.35	1,220.27	1,244.68

Effective as soon as the employee is qualified, the Parks Foreman will be eligible to receive the Street Supervisor pay rate, subject to the following conditions:

- A, Successful completion of departmental training and obtaining the skills necessary to perform the Street Working Supervisor and Solid Waste/Street Working Supervisor positions as determined by the Director of Public Works on or before November 1, 2016.
- B. The Street Working Supervisor, Solid Waste/Street Working Supervisor and Parks Foreman job descriptions shall be amended to reflect both Street, Solid Waste and Parks Supervisory work as determined by the Director of Public Works.
- C. All Street Working Supervisors may be assigned to parks and street duties as determined by the Director of Public Works. (This will result in the 3 multi-functional supervisors who may rotate in parks/solid waste and street supervisory assignments.) All the above is referencing the time period between April 1st and November 1st of any given year.

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:

Two Percent	(2%) after five (5) years of service
Three Percent	(3%) after eight (8) years of service
Five Percent	(5%) after ten (10) years of service
Six Percent	(6%) after fifteen (15) years of service
Seven Percent	(7%) after twenty-five (25) years of service

Section 3:

See Memo of Understanding Appendix B

Section 4:

If the Wastewater Supervisor, Parks Foreman, Street Working Supervisor, Solid Waste /Street Working Supervisor , Chief Operator-Wastewater Treatment Plant and/or Garage Mechanic Foreman are called in to do emergency work above and beyond their normal responsibility outside of their division, they shall be paid at the time and one half rate of an Equipment Operator I.

Section 5:

Beginning July 1, 1995, unit members who possess a valid State of Maine Commercial Driver's license shall receive a quarterly payment of \$200 per quarter. Beginning July 1, 2010, Unit members who possess a valid Class A CDL shall receive an additional \$78.00 per quarter.

Section 6:

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.

ARTICLE 11A

JOB DESCRIPTION

Job descriptions are attached and a part of this Agreement. See Appendix A.

ARTICLE 12

UNIFORMS/CLOTHING

For new employees, upon completion of their probationary period, the City shall purchase for its employees, work uniforms consisting of:

- Five (5) long sleeve shirts
- Three (3) short sleeve shirts
- Five (5) Pairs of pants and/or Blue jeans
- Two (2) jackets
- Three (3) T-shirts

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.

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.

The cost of maintenance and cleaning will be the responsibility of the employee. Employees must wear uniforms in accordance with the Employer's standards.

ARTICLE 13

VACATION

Section 1:

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

- 2 weeks after one (1) year of service, but less than five (5) years of service
- 3 weeks after five (5) years of service, but less than ten (10) years of service
- 4 weeks after ten (10) years of service, but less than fifteen (15) years of service
- 5 weeks after fifteen (15) years of service

Section 2:

Vacations may start on any day of the week the employee wishes, provided the Director of Public Works approves it.

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.

Section 4:

Vacations shall be granted at the time requested by the employee, as follows. 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 for the first two (2) weeks, at the discretion of the Director of Public Works. Vacation pay is to be paid in full on the payroll day prior to vacation, if requested. The employee will notify the Director of Public Works by April 1 of each year for his first two (2) weeks of his requested vacation period, and shall be approved or denied by April 15. For the remaining entitled vacation days, the employee must submit his request not less than fifteen (15) working days prior to the requested vacation dates, and once approved, he will be guaranteed those dates.

ARTICLE 14

RETIREMENT

Section 1:

The City agrees to continue to participate in the Maine Public Employees Retirement System (MPERS), which includes the Biddeford Public Works Supervisory 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.

A severance pay of five (5) days for each year of service in the Public Works Department shall be compensated at their regular rate of pay upon permanent separation from service by death or retirement.

Upon honorable separation with ten (10) years of service, the employee shall be compensated one hundred percent (100%) of his earned severance pay.

Section 2:

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.

Section 3:

It shall be a condition of employment that any new employees must select either the MPERS or the 457 Plan that is currently offered in the agreement.

Section 4:

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 (1) representative of the union employees of the DPW Supervisors unit will be included.

ARTICLE 15

UNION BUSINESS

Authorized Representatives of the Union who are employees covered by this Agreement may be paid at the straight time salary 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: such meeting is held during said employee scheduled straight time working hours, and if; 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 employees 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 meeting with the grievance committee.

D) The City shall not pay more than two (2) employee 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 or one 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 meetings with pay provided the Director of Public Works or his designee previously authorizes it.

ARTICLE 16

GRIEVANCE PROCEDURE

The purpose of the grievance procedure shall be to settle all grievances between the City and the Union, or one of its members, as quickly as possible, as so to insure efficiency and to promote employee morale. The adjustment of a grievance shall be pursuant to the following procedure:

A) The Chief Steward or his designee shall submit the details of such grievance in writing to the immediate supervisor, and to the Director of Public Works, no later than thirty (30) days of the event giving rise to the grievance. Within five (5) days thereafter, the immediate supervisor shall meet with the Grievant and a Steward of the Grievant's choice for the purpose of adjusting or resolving such grievance. The supervisor's decision must be forwarded to the Director of Public Works who may appeal said decision to the next step.

B) If such grievance is not resolved or adjusted to the satisfaction of the Grievant and Steward, the Steward shall within five (5) business days* forward the grievance, in writing, to the Director of Public Works. Within five (5) business days* thereafter, the Director of Public Works shall

meet with said Grievant and Steward of his choice for the purpose of adjusting or resolving such grievance.

C) If such grievance is not adjusted or resolved to the satisfaction of the Grievant and Steward, then the Union shall, within ten (10) business days*, notify the City Manager and shall meet with the negotiation committee for the purpose of adjusting or resolving such grievance within ten (10) business days* of being notified by the Union in writing, or by the Union's delegate in writing.

D) If the grievance is not resolved to the satisfaction of the Union within ten (10) business days after consultation with the negotiation committee, the Union may within ten (10) business days request that the grievance be submitted to Arbitration. The City and the Union shall have ten (10) days after said request to agree upon an arbitrator. If the Union and the City cannot agree on an arbitrator, the Union may, within five (5) days thereafter, submit the grievance to 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. (Business days to mean Monday through Friday excluding holidays.)

E) The decision of the arbitrator shall be binding on all matters contained in this 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 no later than fifteen (15) days after occurrence of the event or knowledge by the employee of the event giving rise to the grievance, which shall not exceed ninety one (91) working days.

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 cost of transcript and expenses of any witness 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.

ARTICLE 17

BEREAVEMENT LEAVE

Up to five (5) consecutive working days off shall be granted in the event of the death of the following: spouse, parents, brothers, sisters, children, mother-in-law, father-in-law, stepparents, stepchildren, ward, grandparents, and grandchildren. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance of the funeral. Employees must notify the Director of Public Works for such absences with proof of relationship.

The Director of Public Works shall allow absence with straight salary pay for up to one (1) day

for time necessary to attend a funeral of the following relatives; aunt, uncle, niece, nephew, brother-in-law, sister-in-law, or any other relative who may be living in the same household. If an above named individual should die while the employee is on vacation leave, holiday leave, sick leave, personal leave, and so forth, the employee is not to be paid bereavement leave while on leave stated above.

ARTICLE 18

AVAILABILITY OF AGREEMENT

The City shall provide at its expense, a full printed copy of this entire Agreement to each member of this bargaining unit.

ARTICLE 19

EQUIPMENT

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

Employees shall immediately report all defects in equipment he has 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 Garage Mechanic Foreman 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:

Seniority is defined, as continuous service with the City of Biddeford. Seniority shall be a major factor when considering job openings, promotions and work shift assignments. Seniority shall be the sole determining factor for the purpose of layoff and scheduling of vacations. In the event a reduction of personnel is required, the least senior employee will be laid off first. However, this employee may bump a junior employee in an equal or lower classification covered by this Agreement provided he has the ability and qualification to do the work.

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 employees 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 at the Public Works Department.

Public Works Department: seniority by classification and qualification shall be the governing factor in all matters affecting promotion, transfer, work shift, reduction in work force, recall and vacation preference.

Section 3:

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.

ARTICLE 21

UNION SECURITY

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. Failure of any such person to maintain his membership by nonpayment of dues as required herein shall, upon written notice to the employer by the Union of such effect, obligates the employer to discharge such person.

Section 2:

Employees who are or who may become members of the Union may resign from the Union during the period of no more than twenty (20) days and not less than ten (10) days prior to the expiration of this agreement.

Section 3:

A) 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 local Union. The terms of this Agreement have been made for all employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Local Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the local Union. The Employer has executed this Agreement after it has satisfied itself that the local Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pays his own way and assumes his fair share of the obligation along with the grant of equal benefits contained in this Agreement.

B) Any present or future employee who is not a Union member and who does not make application for membership in the Union shall, as a condition of employment, pay to the Union each month a fair share fee as a contribution toward the administration of the Agreement in an amount equal to eighty percent (80%) of the regular monthly dues, initiation fees and/or any uniform assessments. The Employer shall discharge employees who fail to comply with this requirement within thirty (30) days from the date of hire after receipt of written notice from the Union and corroborative proof of nonpayment by the Employer.

ARTICLE 22

GENDER

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

ARTICLE 23

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 three (3) weeks pay in advance, if requested, provided advance notice of at least seven (7) days is given.

ARTICLE 24

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 25

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 or for any other reason.

ARTICLE 26

TOOL ALLOWANCE

The City agrees to pay of to \$550.00 per calendar year tool purchases for the Garage Mechanic Foreman. Tool purchases will be reimbursed upon authorization and proof of purchase.

ARTICLE 27

JURY DUTY

- A) 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 and their regular wages for each day of jury service. If an employee is subpoenaed to appear in court as a witness, he shall be compensated at his regular rate of pay, less witness fees received.
- B) An employee, upon release from jury duty or from court as a witness, must report back to work if such release is during working hours.

ARTICLE 28

PERSONAL LEAVE

Employees shall be granted two (2) days and three (3) hours per contract year of personal leave. The employee must notify the Director of Public Works at least on the last working day prior to the day being requested.

ARTICLE 29

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 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 30

BULLETIN BOARDS

The City shall permit the reasonable use of the bulletin boards in the work area by the Union for 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 31

ACCESS TO PREMISES

Authorized agents of the Union shall, upon notifying the Director of Public Works, 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.

ARTICLE 32

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 33
MOTOR VEHICLE

Section 1:

Any member provided a City vehicle may use said vehicle back and forth to work, responding to City business calls or emergencies, but not for personal use.

Section 2:

The employee may be allowed to use the vehicle for occasional, incidental stops for consumable goods during the workday while traveling between work sites. The vehicle may not be taken home during working hours except by permission of the Director of Public Works.

ARTICLE 34
PRIOR PRACTICES

Any item not covered in this Agreement shall be governed by prior practice or as amended in contract.

ARTICLE 35
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 employer representative against any employee because of Union membership or because of any employee activity 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 36

SUSPENSION AND DISCHARGE

Section 1:

The City may discipline or discharge for 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 Assistant Director shall file the incident and a copy given to the employee. Upon returning to work, the Director of Public Works shall be notified and shall take appropriate action as soon as reasonably possible, but in no event longer than thirty (30) days.

Section 2:

A written notice of the reason or reasons for disciplinary action shall be furnished to the employee and a copy filed with the City Manager and the Union within five (5) days after the effective date of said disciplinary action.

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 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 Steward and the Administrative Assistant. An employee receiving warning slips will have them removed from his/her file after twelve (12) months, if not previously discharged.

ARTICLE 37

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) Benzoylcegonine

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.
- 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 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 38

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 that such notice is given negotiations shall begin no 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:

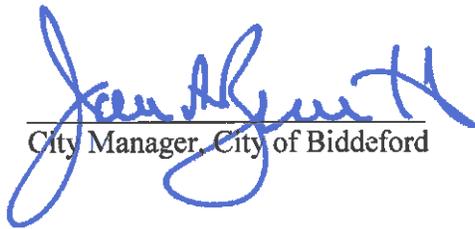
In the event that either party desires to terminate this Agreement, written notice of desire to cancel or terminate the agreement must be given to the other party not less than sixty (60) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding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

Section 3:

In the event of an inadvertent failure by either party to give the notice set forth in Sections 1 and 2 of the 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 expiration 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 seals this 29th
day of December, 2015, to be effective as of July 1, 2015.

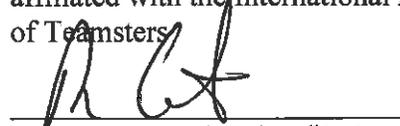
FOR THE EMPLOYER



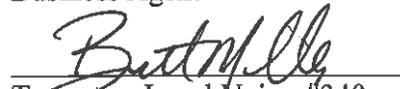
City Manager, City of Biddeford

FOR THE UNION

TEAMSTERS LOCAL UNION NO. 340
affiliated with the International Brotherhood
of Teamsters



Teamsters Local Union #340
Business Agent



Teamsters Local Union #340
President



Teamsters Local Union #340
Secretary- Treasurer

APPENDIX A

Both parties have met and discussed the qualifications, duties and responsibilities of each position included in the unit and they agree the following job descriptions are accurate reflections describing these jobs.

JOB DESCRIPTIONS

GARAGE MECHANIC FOREMAN

Qualifications

1. Valid Maine Drivers License CDL Class A with an air brake and school bus endorsements.
2. Graduate of an automotive trade school or five years experience as a fleet mechanic.
3. Live within 10 air miles of the public works facility and must be able to respond within 30 minutes.
4. Must be able to deal with the public (sales people, etc.). Must be able to deal with all city employees with matters pertaining to vehicle maintenance, in a professional manner.
5. Must maintain knowledge on current machinery and mechanical data.
6. Must have a valid Maine Inspection License for cars, trucks and buses.
7. Ability to read and write at a High School level.

Duties

1. Supervision of all vehicle maintenance as directed.
2. Supervises activities and assignments of mechanics and body man.
3. Responsible for the efficiency and quality of work performed on all vehicles.
4. Assists in planning, direction and controlling department activities.
5. Enforces safety regulations.
6. Establishes work procedures to met production schedules.
7. Recommends personnel actions regarding discipline, promotions and transfers.
8. Trains employees as directed.
9. Assigns job orders to workers.
10. Responsible for completing work orders for each job.

The Garage Mechanic Foreman may perform work that is normally performed by non-supervisory personnel.

SOLID WASTE / STREET WORKING SUPERVISOR
(RESTRUCTURED STREET SUPER / SOLID WASTE SUPER POSITION)

Qualifications

1. Valid Maine Drivers License CDL Class A.
2. Qualified and able to operate all Recycling Operations equipment, including, but not limited to : bailers, scales, compactor, fork lifts, glass crusher.
3. Qualified and able to operate Waste Packers, roll-off truck, tractor trailer, grader, loader, backhoe, excavator, snow blower, street sweeper, trucks over 40,000 lb. GVW, trucks under 40,000 lb. GVW.
4. Five (5) years experience (in any one area or combination of areas) in Solid Waste Operations, Public Works Maintenance Operations, Street / Utility Construction and / or Engineering.
5. Ability to read and interpret plans and blueprints.
6. Live within 10 air miles of the Public Works Facility and be able to respond within 30 minutes.
7. Experience in dealing with the public.
8. Ability to read and write at a High School level.

Duties

1. Responsible for the Operation of the Recycling / Transfer Station.
 - a. Oversee and operate the Recycling Program and the Transfer Station Program. This shall include the marketing and sales of all commodities.
 - b. Supervise employees assigned to the Recycling Program and the Transfer Station Program.
 - c. Maintain daily records of Recycling and Transfer Station activity and report same to the Public Works Director or his designee, as directed.
 - d. Establish work schedules of all employees (Union & Non-Union) in the Recycling and Transfer Station Operations in accordance with existing contracts and Ordinances as defined by the Public Works Director or his designee.
2. Responsible for the Operation of all Municipal Curbside Collection activities related to solid waste, yard wastes, bulky wastes and / or recycling.

- a. Oversee and operate all Municipal Curbside Collection Programs.
 - b. Supervise employees assigned to any Municipal Curbside Collection Program.
 - c. Maintain daily records of all Municipal Curbside Collection Programs and report same to the Public Works Director or his designee, as directed.
 - d. Establish work schedules of all employees (Union & Non-Union) in any Municipal Curbside Collection Program in accordance with existing contracts and Ordinances as defined by the Public Works Director or his designee.
3. Responsible for the maintenance of all Municipal landfills.
- a. Oversee and implement all maintenance activities related to Municipal landfills.
 - b. Supervise employees assigned to any landfill maintenance activity.
 - c. Maintain daily records of all landfill maintenance activities and report same to the Public Works Director or his designee, as directed.
 - d. Establish work schedules of all employees (Union & Non-Union) in any landfill maintenance activity in accordance with existing contracts and Ordinances as defined by the Public Works Director or his designee.
4. Responsible for the implementation of Winter Operations related to streets, sidewalks, parking lots and Municipal properties.
- a. Oversee and implement all Winter Operation activities related to streets, sidewalks, parking lots and Municipal properties, as defined by the Public Works Director
 - b. Supervise employees assigned to any Winter Operation activities.
 - c. Maintain daily records of all Winter Operation activities and report same to the Public Works Director or his designee, as directed.
 - d. Establish work schedules of all employees (Union & Non-Union) in any Winter Operation activity in accordance with existing contracts and Ordinances as defined by the Public Works Director or his designee.

5. Responsible to perform the duties of the Street Working Supervisor position, as assigned by the Director of Public Works or his designee.
6. Enforce all Federal, State and Local workplace safety regulations and all Department policies.
7. Recommends personnel actions regarding discipline, promotions and transfers.
8. Assist the Public Works Director or his designee in other tasks, as directed, when other employees are unavailable.

Note : The Solid Waste / Street Working Supervisor position may perform work that is normally performed by non-supervisory personnel.

The Solid Waste / Street Working Supervisor position reports directly to and takes direction from the Director of Public Works or his designee.

PARKS FOREMAN
(RESTRUCTURED PARKS FOREMAN POSITION)

Qualifications

1. Valid Maine Drivers License CDL Class B.
2. Qualified and able to operate trucks under 40,000 lb. GVW, trackless sidewalk plows & mowers, small tractors, riding mowers, skid steer loader and mowing equipment.
3. Three (3) years experience (in any one area or combination of areas) in parks maintenance, athletic field layout / maintenance and / or Public Works maintenance operations.
4. Basic electrical and carpentry skills.
5. Mechanical aptitude with small engines.
6. Live within 10 air miles of the Public Works Facility and be able to respond within 30 minutes.
7. Experience in dealing with the public.
8. Ability to read and write at a High School level.

Duties

1. Responsible for the maintenance of all City Parks, Recreational Facilities, and Athletic Facilities.
 - a. Oversee and implement all maintenance activities related to Parks, Recreational and Athletic facilities.
 - b. Supervise employees assigned to maintenance activities related to Parks, Recreational and Athletic facilities.
 - c. Maintain daily records of all maintenance activities and report same to the Public Works Director or his designee, as directed.
 - d. Establish work schedules of all employees (Union & Non-Union) in any maintenance activity in accordance with existing contracts and Ordinances as defined by the Public Works Director or his designee.

2. Responsible for Winter Operations related to sidewalks, parking lots and Municipal buildings.
 - a. Oversee and implement all Winter Operations related to sidewalks, parking lots and Municipal buildings, as defined by the Public Works Director.
 - b. Supervise Employees assigned to Winter Operations related to sidewalks, parking lots, and Municipal buildings.
 - c. Maintain daily records of all Winter Operation activities and report same to the Director of Public Works or his designee, as directed.
 - d. Establish work schedules of all employees (Union & Non Union) in all Winter Operation activities in accordance with existing contracts and Ordinances as defined by the Public Works Director or his designee.
3. Responsible for the implementation of Winter Operations related to streets, as assigned by the Public Works Director or his designee.
 - a. Oversee and implement all Winter Operations related to streets, as defined by the Public Works Director.
 - b. Supervise Employees assigned to Winter Operations related to streets.
 - c. Maintain daily records of all Winter Operation activities and report same to the Director of Public Works or his designee, as directed.
 - d. Establish work schedules of all employees (Union & Non Union) in all Winter Operation activities related to streets in accordance with existing contracts and Ordinances as defined by the Public Works Director or his designee.
4. Enforce all Federal, State and Local workplace safety regulations and all Department policies.
5. Recommends personnel actions regarding discipline, promotions and transfers.
6. Assist the Public Works Director or his designee in other tasks, as directed, when other employees are unavailable.

Note : The Parks Working Supervisor position may perform work that is normally performed by non-supervisory personnel.

The Parks Working Supervisor position reports directly to and takes direction from the Director of Public Works or his designee.

STREET WORKING SUPERVISOR
(RESTRUCTURED STREET SUPER / SOLID WASTE SUPER POSITION)

Qualifications

1. Valid Maine Drivers License CDL Class A.
2. Qualified and able to operate all Recycling Operations equipment, including, but not limited to : bailers, scales, compactor, forklifts, glass crusher.
3. Qualified and able to operate Waste Packers, roll-off truck, tractor trailer, grader, loader, backhoe, excavator, snow blower, street sweeper, trucks over 40,000 lb. GVW, trucks under 40,000 lb. GVW.
4. Five (5) years experience (in any one area or combination of areas) in Solid Waste Operations, Public Works Maintenance Operations, Street / Utility Construction and / or Engineering.
5. Ability to read and interpret plans and blueprints.
6. Live within 10 air miles of the Public Works Facility and be able to respond within 30 minutes.
7. Experience in dealing with the public.
8. Ability to read and write at a High School level.

Duties

1. Responsible for all street, sidewalk, parking lot, utility and Municipal property maintenance and repair.
 - a. Oversee and implement all maintenance / repair activities related to streets, sidewalks, parking lots, utility and Municipal properties.
 - b. Supervise employees assigned to any maintenance / repair activities.
 - c. Maintain daily records of all maintenance / repair activities and report same to the Public Works Director or his designee, as directed.
 - d. Establish work schedules of all employees (Union & Non Union) in any maintenance / repair activities in accordance with existing contracts and Ordinances as defined by the Public Works Director or his designee.

2. Responsible for the implementation of Winter Operations related to streets, sidewalks, parking lots and Municipal properties.
 - a. Oversee and implement all Winter Operation activities related to streets, sidewalks, parking lots and Municipal properties, as defined by the Public Works Director.
 - b. Supervise employees assigned to any Winter Operation activities.
 - c. Maintain daily records of all Winter Operation activities and report same to the Director of Public Works or his designee, as directed.
 - d. Establish work schedules of all employees (Union & Non Union) in any Winter Operation activity in accordance with existing contracts and Ordinances as defined by the Public Works Director or his designee.
3. Responsible for the implementation of the Capital Paving & Sidewalk Programs, as defined by the Director of Public Works.
 - a. Oversee and direct work of contractors.
 - b. Plan and schedule work of contractors.
 - c. Maintain daily records of work performed by contractors and report same to the Director of Public Works or his designee, as directed.
4. Responsible to perform the duties of the Solid Waste / Street Working Supervisor position, as assigned by the Director of Public Works or his designee.
5. Enforce all Federal, State and Local workplace safety regulations and all Department policies.
6. Recommends personnel actions regarding discipline, promotions and transfers.
7. Assists the Public Works Director or his designee in other tasks, as directed, when other employees are unavailable.

Note : The Street Working Supervisor position may perform work that is normally performed by non-supervisory personnel.

The Street Working Supervisor position reports directly to and takes direction from the Director of Public Works or his designee.

WASTEWATER SUPERVISOR

Qualifications:

1. Valid Class B Main Drivers License. Trained, tested, and approved for trucks with a gross weight 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 all associated equipment
 - d. Pipe tracing equipment
 - e. Backhoe, loader
 - f. Other equipment as directed
3. A minimum of seven (7) years experience with Sewer Injection Systems.
 - a. Advanced electrical skills
 - b. Advanced skills on Miltronics systems
 - c. Advanced plumbing skills
 - d. Ability to disassemble and rebuild pumps and seal kits
 - e. Knowledge of a complete sewer injection system. From wet well up, including:
 - i. Force Mains
 - ii. Pumps
 - iii. Floats
 - iv. Panel Control units
4. Ability to read and write at a High School level.
5. Working knowledge of City's sewer system plus seven (7) years experience in replacing and maintenance of collection system.
6. Ability to read and interpret City sewer system plans and prints.
7. Advanced knowledge of methods on maintenance repair of sewer system facilities and all City pumping stations.
8. Advanced knowledge of all City CSO monitoring program needs/equipment.
9. Grade 2 or higher Wastewater Treatment Plant Operator's license, State of Maine

Position Responsibilities/Duties:

1. Supervision of overall operations and functions of the division as directed.
2. Responsible for efficiency and quality of division activities as directed.
3. Assists in determining means, methods, and processes of division activities.
4. Assists in planning, direction, and controlling division activities.
5. Supervises and directs maintenance on all Waste Water Facilities as directed.
6. Supervises activities and assignments of employees in division.
7. Enforces all Federal, State and Local workplace safety regulations and all Department policies.
8. Interprets blueprints and job orders.
9. Establishes work procedures to meet production schedules.
10. Suggests change for proficiency of division and/or employees.
11. Recommends personnel actions regarding discipline, promotions and transfers.
12. Trains employees as directed.
13. Estimates and inspects materials.
14. Sets up and operates machines and equipment as required.
15. Responsible for the operation & maintenance of the Bidd.Pool POTW.

The Wastewater Working Supervisor may perform work that is normally performed by non-supervisory personnel.

The Wastewater Working Supervisor reports directly to and takes direction from the Director of Public Works or his designee.

Job Description

CHIEF OPERATOR – WASTEWATER TREATMENT PLANT

Qualifications

1. Valid Maine State Driver's License
2. Possession of a State of Maine Wastewater Operator Grade 5 Certificate
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 5 years experience in the operation and maintenance of a grade 5 wastewater treatment facility as a lead operator
8. Minimum 5 years experience in analytical testing
9. Knowledge of health precautions and safety hazards related to wastewater treatment facilities
10. Minimum of 5 years experience supervising employees
11. Computer skills including, but not limited to, word processing, data management, spreadsheets and programs related to wastewater treatment plant operations and maintenance
12. Experience in developing and tracking efficient duty schedules
13. Experience in the development of cost efficient operating procedures
14. Ability to use hand tools and power tools
15. Ability to communicate clearly and concisely in writing and verbally
16. Ability to interpret chemical and biological analysis and act on a variety of data and instrument readings
17. Ability and experience in responding quickly and effectively to operational issues.
18. Live within 10 air miles of the Water St. Treatment Plant and be able to respond within 30 minutes

Position Responsibilities and Duties

1. Supervise and participate in the daily operations of the City of Biddeford's Wastewater treatment plants
2. Monitor all wastewater treatment processes and make necessary adjustments to ensure compliance with all State and Federal permits
3. Responsible for insuring that the wastewater treatment plants meet all process control targets
4. Implement policies and procedures for process monitoring and control
5. Responsible for analytical testing & laboratory operations
6. Supervises and participates in the collection of plant process samples and the testing associated with those samples
7. Responsible for the interpretation of testing results of process samples

8. Supervises and implements the adjustment of wastewater treatment process systems, operations and equipment in order to comply with local, State and Federal discharge permit requirements
9. Evaluates equipment performance and proposes options to correct deficiencies
10. Responsible for training and supervising operations staff in the performance of their duties
11. Responsible for scheduling of shifts and daily work assignments and establishing standby schedules in accordance with directives of the Assistant Director of Wastewater Operations and the Director
12. Assists with the evaluation of performance of personnel as directed
13. Coordinates wastewater treatment plant operations with the maintenance activities and staff to maximize the effective use of equipment and personnel and to prevent process interruptions
14. Develops and maintains wastewater treatment plant operational records such as chemical usage, plant flows, equipment and process checklists, diaries, logbooks and laboratory records
15. Assists with the development of proposals and specifications
16. Responsible for the purchasing of supplies and chemicals needed to insure the ongoing operation of the plants
17. Responsible for the necessary inventory controls
18. Coordinates and schedules plant tours as approved by the Assistant Director and Director
19. Attend meetings, training and seminars as directed
20. Other duties as assigned by the Assistant Director of Wastewater Operations or Director

Note : The Chief Operator position may perform work that is normally performed by non-supervisory personnel.

The Chief Operator works under the direction of the Assistant Director of Wastewater Operations and the Director of Public Works

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 Union formally disagrees with the City that the position of Clerk is not included in Article II-Section 1 salary.

For the purposes of ratification whereas all other articles are mutually agreeable, and to process retroactive adjustments, the City and Union agree to resolve this issue outside of this contract.

Dated and signed this _____ day of _____ 2012

City

Union

APPENDIX C

STREET WINTER OPERATIONS PROTOCOL

SUPERVISORY UNIT

1. Street Winter Operations shall begin on **November 1** and end on the first Monday after March 31 or on March 31 if it is a Monday.
2. Normal work hours during Street Winter Operations are 7:00 AM to 3:00 PM. Monday through Friday.
3. Emergency Response / on-call (after normal work hours) responsibilities during Street Winter Operations shall be the responsibility of the Asst. Director of Operations (non-union), the Street Working Supervisor, the Parks Foreman and the Solid Waste / Street Working Supervisor. The Asst. Director of Maintenance and the Director shall participate as necessary and in accordance with the Collective Bargaining Agreement.
4. The Parks Foreman shall receive the wage set forth for the Street Working Supervisor during Street Winter Operations.
5. The Department's Winter Operations Manual, as revised, shall govern street Winter Operations.
6. Although all Personnel are expected to be available, if necessary, a schedule shall be established annually identifying the first call responder, the second call responder, the third call responder and the fourth call responder. A calendar depicting such shall be published each year.
7. There shall be 3 shifts established for scheduling purposes : 7:00 AM to 3:00 PM, 3:00 PM to 11:00 PM and 11:00 PM to 7:00 AM.
8. The first and second call responders shall start at the beginning of a storm and work until the end of that particular shift. The third and fourth call responders shall then work the next shift. This shall continue in rotation until such time as the storm ends.
9. If a storm begins during normal work hours, the third and fourth call responders shall work that shift. The first and second call responders shall work the next shift and the rotation shall be maintained until the storm ends.

10. Nighttime snow pick-up. This shall be conducted by the first call responder. The first call responder shall work half the normal work hour shift prior to the snow pick up and not work the normal work hour shift after the snow pick-up activity.
11. Changes to this protocol shall be made in writing and must be agreed upon by the Director and the Collective Bargaining Unit.

Appendix D

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 E
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 F



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 _____

