



AGREEMENT

Between the

Town of Winslow

and

Council #93, AFSCME, AFL - CIO

Public Works

July 1, 2024

To

June 30, 2027

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This Agreement is entered into this \_\_\_\_\_ day of July 2024, by and between the Town of Winslow, Maine, hereinafter referred to as the "Town" and Council No. 93, AFSCME, AFL-CIO, hereinafter referred to as the "UNION".

**ARTICLE 1 - PREAMBLE**

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

**ARTICLE 2 - RECOGNITION**

The Town recognizes the Union as the sole and exclusive bargaining agent for the purposes of negotiating wages, hours, and other conditions of employment for eligible, full-time employees in the Public Works Department excluding the Public Works Director and Public Works Foreman, as determined in accordance with the Municipal Public Employees Labor Relation Act.

**ARTICLE 3 - UNION SECURITY**

A. All employees shall have the right to join the Union, except as otherwise provided herein or refrain from doing so. No employee shall be favored or discriminated against either by the Town or by the Union because of his membership or non-membership in the Union. The Union recognized its responsibilities as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

B. Any present or future regular, permanent employee who is not a Union member and who does not make application for membership in the Union shall, sign a non-member waiver form.

**ARTICLE 4 - CHECKOFF**

The Union shall have the exclusive right to payroll deductions for employees included within the applicable bargaining unit and subject to the following provisions:

A. **Dues Deduction** During the term of this Agreement, the Employer shall deduct from the employee's pay an amount set by the Union for union dues, agency fees, COPE contributions from each member of the union who voluntarily executes an authorization form and upon request, any additional dues amounts specified by the Union and authorized by the employee.

When filed with the Employer, the authorization form will be honored in accordance with its terms, and deductions will be promptly transmitted to the Union by electronic transfer (ACH). Along with the ACH payment, and employee payroll roster will be

submitted within two (2) business days via electronic means utilizing a csv or Excel format, including any employee in the bargaining unit that is not having dues deducted.

This electronic employee payroll roster must include employee ID numbers, legal name, bargaining unit, deduction amount, deduction type, base pay amount (excluding overtime, shift differentials, bonuses and longevity), pay ending date and check date.

- B. **Employee Rosters** Upon signing of this agreement, and monthly thereafter, the Employer shall supply to the Union a list of all employees covered by this agreement. The list shall include the employee's legal name, home address, phone number, personal email, employee ID number, date of hire, annual salary, bargaining unit, department, job title, work site, work email address and work phone number. Each month the Employer shall also electronically transmit a list of all new hires, and any terminated or transferred employees during the month.
- C. The written authorization for payroll deductions of Union membership dues shall be irrevocable during the term of this Agreement except that an employee may revoke the authorization, effective upon the expiration date of this Agreement, provided the employee notifies, in writing, the Employer and Council 93 at least thirty (30) days, but not more than sixty (60) days prior to the expiration date of this Agreement.
- D. The authorization for deduction of benefit fund contributions may be stopped at any time provided the employee submits in writing to the Employer and the Union a sixty (60) day notice of such intent.

#### **ARTICLE 5 - MANAGEMENT RIGHTS**

The Town retains all rights and authority to manage and direct its employees and to determine work shift assignments, except as otherwise specifically provided in this Agreement. The Union acknowledges the right of the Town to make such reasonable rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement. The Town agrees to forward copies of said rules and amendments thereto to the Union and the designated Union stewards.

#### **ARTICLE 6 - PROBATION PERIOD**

**SECTION 1:** New employees, whether Union members or not, shall serve a six (6) months probationary period starting with date of hire. Prior to the expiration of the six (6) months probationary period, the Town reserves the right to discharge the employee for any reason without interference from the Union and the Union agrees that it has no right to contest the discharge.

**SECTION 2:** Seasonal or part-time employees will not come under or be covered by the provisions of this Agreement.

## **ARTICLE 7 - HOURS OF WORK**

SECTION 1: The regular hours of work each day shall be consecutive, except for interruptions for lunch periods. Reference to consecutive hours of work in the balance of this Article shall be construed generally to include lunch periods.

SECTION 2: The Public Works Department's work week shall consist of five (5) consecutive days, Monday through Friday, from the first Monday in November to the second Monday in April, with work shift from 7:00am to 3:30pm (fifteen-minute break at 9:00am; thirty-minute lunch at 12:00noon; no afternoon break period). From the second Monday in April to the first Monday in November, the work week shall consist of four (4) consecutive days, Monday through Thursday, with work shift from 6:00 am to 4:00 pm (fifteen-minute break at 9:00am; thirty-minute lunch at 12:00noon; fifteen-minute break at 2:00pm). Depending on project work (especially during the summer schedule), lunches may be 'at the job site' if so directed by the Public Works Director or his/her designee.

SECTION 3: Management reserves the right to reduce the work week in order to preserve jobs, as an alternative to layoff of employees, for a period not to exceed six (6) weeks.

SECTION 4: The schedule shall be determined and posted by the Wednesday prior to the work week, on a rotating basis for personnel. During snow removal months, combined hours, regular and overtime, will generally not exceed 16 hours without a reasonable rest period.

SECTION 5: If the Town finds it is necessary to change the Public Works current work schedules, the Town will provide a 30-day advance notice. A shorter notice is allowable if the impacted employees are agreeable. If the Town deems it necessary that a night shift be established, the hours and wages will be negotiated.

## **ARTICLE 8 - REST PERIODS**

SECTION 1: All employees' work schedules shall provide for a 15-minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible.

SECTION 2: Employees who for any reason work beyond their regular quitting time at the request of the Town into the next shift shall receive a 15-minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

**ARTICLE 9 - MEAL PERIODS**

SECTION 1: All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift, from 12:00 noon to 12:30 P.M.

SECTION 2: In the Public Works Department a meal allowance of fifteen (\$15.00) effective 7/1/2024 for employees required to work beyond their normal scheduled work hours, or who have been recalled to work after their NORMAL WORK HOURS and, in each instance, to PERFORM any emergency work including Emergency Snow, Ice Control or Natural Disaster.

This payment shall be made only when such extra work extends beyond 6:00 P.M., 12:00 midnight, 6:00 AM or 12:00 noon.

The Town shall not be required to pay this meal allowance if meals for the employees have been otherwise provided. The Town shall place a purchase order with one or more restaurants for the purpose of providing meals, which, at the employee's option, may be used in lieu of a meal allowance.

**ARTICLE 10 - CLEAN-UP TIME**

SECTION 1: Employees shall be granted a 15-minute period prior to the end of each work shift, to pick up and clean tools, whenever feasible.

SECTION 2: Work schedules shall be arranged so employees may take advantage of this provision; the Town shall make the required facilities available, whenever feasible.

SECTION 3: Failure of employee, through his own doing, to so pick up and clean tools will be considered cause for warnings. Three such warnings will be cause for dismissal, temporarily or permanently without benefits, when proper time has been assigned.

*SECTION 3 - SICK LEAVE POSTING POLICY*

All employees are expected to report to work as scheduled and work their scheduled hours as well as overtime which they have agreed to work. When in the judgment of the Supervisor, an employee has been frequently absent (five [5] occurrences or more in any six [6] month period), or has absences that exhibit patterns, or is absent for lengthy periods, the employee may be "posted" by the Supervisor. An employee who is "posted" shall receive notification of "posting" along with incidents of absences for at least the preceding eighteen (18) months and a copy of this policy, with a copy going to the Union Steward.

An unexcused absence for consecutive scheduled work times shall be considered a single occurrence for the purposes of corrective action.

An "occurrence" will not be charged to an employee for absence covered by a physician's excuse or for the following leaves, provided the employee receives advance approval in accordance with departmental policy:

- A. Bereavement;
- B. Vacation;
- C. Jury Duty;
- D. Military Leave;
- E. Medical Maternity or Paternity Leave;
- F. Leave of Absence (emergency basis).

For each unexcused or unapproved occurrence after posting the employee will be subject to:

**Step 1.** First (1st) occurrence within twelve (12) months of posting date written reprimand.

**Step 2.** Second (2nd) occurrence within (12) months of first (1st) occurrence of step one - suspension of one (1) week without pay.

**Step 3.** Third (3rd) occurrence within twelve (12) months of date of second (2nd) occurrence - discharge.

If an employee goes for a period of six (6) consecutive months without an unexcused or unapproved occurrence, the employee shall be relieved of "posting" status. The posting of an employee is subject to the Grievance Procedure of this Agreement.

*SECTION 4 - OBTAINING MEDICAL SLIP*

When the Supervisor believes there has been a pattern of absences which may indicate sick leave abuse, when there have been five (5) occurrences or more of absences in any six (6) month period, or when there has been an absence of three (3) consecutive days, the Supervisor may request an employee to submit a physician's slip giving a medical explanation for the absence. Obtaining the medical slip shall be at the cost of the Town and the Town may designate the physician or medical service to be used.

**ARTICLE 11 - HOLIDAYS**

*SECTION 1: Holidays recognized and observed as paid holidays:*

New Year's Day	Labor Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Columbus Day	Christmas Day
Patriots Day	Martin Luther King Day
	Juneteenth

Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday.

Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

SECTION 1a: All other holidays (except emergency shutdowns), declared by the President of the United States or the Governor of the State of Maine, in addition to the above thirteen (13) listed in SECTION 1 shall be allowed as Holiday time for members of the bargaining unit.

*SECTION 2: Eligibility Requirements*

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, temporary layoff of two weeks or less, or sick leave, and

(b) The employee worked his last scheduled workday prior to the holiday, and the next workday after holiday unless he is excused by the Town, or he is absent for any reasonable purpose. Reasonable purpose shall include illness. The Town and the Union shall mutually agree upon reasonable purpose in each case. If a holiday is observed on an employee's scheduled day off or during his vacation, he shall be compensated time off at employee's request providing it is to the best interest of the Town of Winslow, or at the beginning or end of his vacation, whichever is to the best interest of the Town of Winslow.

*SECTION 3: Holiday*

Public Works employees, whether or not they work on a holiday, shall be paid eight (8) hours at their current hourly rate of pay during the winter schedule and ten (10) hour at their current hourly rate during the summer schedule.



*SECTION 4: PAY FOR EMPLOYEES WHO WORK ON A HOLIDAY*

Public Works employees who work on a holiday shall be paid one and one-half times their current hourly rate for hours actually worked.

*SECTION 4a: Holiday Hours for Overtime Purposes*

For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked.

**ARTICLE 12 - SICK LEAVE**

Public Works: Sick leave shall accrue to probationary and regular, permanent employees at the rate of one and one-half days (12 hours) for each full calendar month of service accumulative to a maximum of ninety-six (96) days.

*SECTION 2 - UTILIZATION*

Sick leave may be used by probationary and regular employees only in the following cases:

A: Personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of His/her position.

B: Attendance upon members of the family within the household of the employee when their illness requires care by such employee, not to exceed six (6) days per year. The six (6) days per year may be exceeded in the case of hospitalization or if the employee is utilizing Family Medical Leave Act.

C: Employee and Town participation in the Town's Retirement Health Savings Plan is as outlined in the plan's Adoption Agreement. See *Appendix F*.

*SECTION 5 - PERSONAL LEAVE*

Employees who are not "posted" as defined in ARTICLE 12 SECTION 3 shall be granted per fiscal year, two (2) days of personal leave provided that their absence will not require the Town to fill their absence with full time hourly personnel; replacements will be qualified. Personal days will be allowed for all personal, religious, business or family matters. An employee's request to use their personal leave shall not be arbitrarily or unreasonably denied. Personal leave must be used in the fiscal year.

*SECTION 6 - RETURN TO WORK*

Any employee returning to work from an injury or illness whether job related or not, may be required to obtain a certificate of fitness from the employee's physician to the effect that the employee can perform the duties of the employee's position. If the Town disagrees with the employee's physician, the Town has the right to require the employee to undergo a physical examination by a physician designated by the town. In the event the Town's designated physician disagrees as to the ability to perform the normal duties of the job position, the question of the employee's ability to perform the normal duties of the job position may be submitted to a third physician. For the third physician, the Town will submit names of a minimum of two doctors, with some expertise in the field, to the Employee who will choose one within three (3) business days. The cost of the second and third physicians shall be borne by the town. The decision of the third physician as to the employee's ability to perform the normal duties of the job position shall be final and binding. If required, the employee shall submit to a physical by the Town's physician and the third physician.

If the Town disagrees with the employee's physician that the employee can return to work, the employee will be required to use sick leave while the second and third medical opinions are being obtained. If the employee runs out of sick leave during this process, the employee will continue in pay status until the ability to return to work is determined. If it is determined the employee could have returned to work, the employee sick leave account will be reimbursed for the time away from work after receipt of the employee's doctor's note. If it is determined the employee did not have the ability to return to work, the employee will be charged for the period of time the employee received pay without having sick leave. The employee charged will repay the town by a reduction in the accumulation of sick leave once the employee returns to work.

In the event that the employee is determined not able to perform the normal duties of the job position, the employee may request FMLA to be used before, during or after the employee's sick leave has been exhausted. Any entitlement to workers' compensation benefits will be provided for in accordance with the law.

Commencing July 1, 1980, all sick days shall be converted from days to hours.

## ARTICLE 13 - SENIORITY

SECTION 1: A seniority list shall be established listing all employees covered by this Agreement, with the employee with the greatest seniority listed first.

Seniority shall be based on the employee's last date of hire.

SECTION 2: Seniority shall be the governing factor in all matters effecting transfer, work shift, reduction in work force, recall and vacation preference.

SECTION 3: The parties agree to follow the promotional process described in appendix B; qualifications to be determined by Management subject to grievance procedure. Seniority shall be the deciding factor when more than one person is qualified for the same job.

### SECTION 4: Work Force Changes

Promotions - The term promotion, as used in this provision, means the advancement of the employee to a higher paying position; or reassignment of an employee -- at the Town's discretion -- to a position the Town considers being in the employee's best interest regardless of the rate of pay (upon medical certification). The Employee will be placed on the step of said position classification which will provide the Employee with at least a three- and one-half percent (3.5%) pay increase.

(a)Whenever a job opening occurs -- other than a temporary opening as defined below -- in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such openings shall be posted on all bulletin boards for ten (10) working days.

(b)During this period, employees who wish to apply for open position or job -- including employees on layoff may do so. The application shall be in writing, and it shall be submitted to the employee's immediate Supervisor, for his recommendation. At the time of application, a copy shall be presented to the Personnel Manager.

(c)Temporary job openings are defined as job vacancies that may periodically develop in any job classification but do not exceed 30 days. Job openings that recur on a regular basis or that remain open more than the 30 days at a time shall not be considered temporary job openings.

(d)Temporary job openings may be filled by an employee assignment or reassignment shall be made in terms of a promotion based upon seniority, provided employee qualifies. Temporary assignments shall be considered as training assignments by which an employee may obtain experience that will enable him to qualify for future promotions.

No employee shall be assigned to the same temporary job opening more than twice in any calendar year, unless the employee agrees in writing to the assignment. The request must be in writing and submitted to the employee's department supervisor, for his recommendation.

It is the intent of this provision to prevent the repeated assignment of employees to job vacancies designated as temporary job openings when such job openings could be filled in another manner.

(e) Employees assigned to temporary job openings shall be paid the wage rate established for the job or their own wage rate, whichever is the higher. Permanent jobs will not be jeopardized for refusal of volunteer work. The Employee will be placed on the step of said position classification which will provide the Employee with at least a three- and one-half percent (3.5%) pay increase.

SECTION 5: Demotion - The term demotion, as used in this division, means the reassignment -- not requested by the employee -- of an employee from a position in one job classification to a lower paying position in the same department.

(a) Demotions shall be made to avoid laying off the employee. In any case involving demotion, the employee involved shall have the right to elect which alternative he will take the demotion or the layoff. Demotion shall be made for disciplinary reasons subject to grievance procedures.

SECTION 6: Layoff - The Union recognizes that the decision to lay-off employees or reduce the workforce is solely a Management decision. Employees shall be laid off in the inverse order of their seniority in service. The bargaining agent will be notified when the town council is going to consider the possibility of laying off employees.

(a) Recall - Employees shall be recalled from layoff according to their seniority. No new employee shall be hired until all employees on layoff status desiring to return to work have been recalled.

(b) Any laid-off employee who has been called back shall be reinstated without loss of seniority and receive the rate of pay in the pay scale commensurate with the position.

SECTION 8: Consolidation or Elimination of Jobs Employees displaced by the elimination of jobs through job consolidation (combining duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights to transfer to any other job openings in the within the Bargaining Unit.

(a) Any employee transferred as a result of the application of this provision shall be given any training needed to perform satisfactorily the job to which he is transferred.

SECTION 9: Transfer - Employees desiring to transfer to other job openings shall submit a written request to their Department Supervisor. The request shall state the reason for the requested transfer.

SECTION 10: Bumping

When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority rights to bump, within the Department; to replace an employee with less seniority. Such employee may, if he so desires bump any employee in an equal or lower classification provided the bumping employee has greater seniority than the employee he bumps.

N.B. - Seniority in Service shall be defined as: Computed as of the last date of hire.

**ARTICLE 14 - WAGES**

SECTION 1A: The Wage Schedules for the contract year shall be as follows and is retroactive to 7/1/2024:

**See Appendix E**

Annual step increases will be assessed with the first pay period following the employee's full-time hire anniversary date.

SECTION 1B: Employees who achieve ten (10) years or more of service will receive a longevity bonus paid annually on the first pay period after July 1 per the following schedule:

<b>Longevity: Bonus</b>	<b>Annual</b>
<b>Year 10-14</b>	<b>\$500</b>
<b>Year 15-19</b>	<b>\$800</b>
<b>Year 20-24</b>	<b>\$1,100</b>
<b>Year 25 on</b>	<b>\$1,500</b>

SECTION 1C: During annual street painting operations, employees will be assigned to night shifts, totaling forty (40) hours but not necessarily consecutive days. Employees will be compensated an additional \$2.25 per hour shift differential while performing night painting work. Hours of work and days of week will be established by the Public Works Director in conjunction with the affected employees.

Section 1D: During the winter schedule, when PW department temporarily reschedules part or all of the regular work crew for night snow removal with trucks, loaders or blowers for relocating plowed snow, employees shall receive an hourly premium of \$2.25 per hr. in addition to their regular hourly wage.

Employees shall be notified of the schedule change with a minimum of 24 hour notice; otherwise, the overtime rate of pay shall apply. Hours worked during such a rescheduled shift shall not be included in the overtime list.

All rescheduled shifts shall be at least 8 hours and any work done beyond 8 hours in a rescheduled shift shall be considered overtime and shall be paid at the overtime rate. There shall be at least 6 hours between the end of a rescheduled shift and the beginning of the next regular or rescheduled work shift.

Section 1E: The Town will pay for the initial Sewer Collection certification class and exam. The Town will pay for the cost associated with the renewal requirement for the Sewer Collection certification.

\* Employees acquiring and maintaining valid Collection System certification will be paid, in the first payroll period of December, an annual stipend as shown below:

Grade 1 or 2: \$150.00  
Grade 3: \$175.00  
Grade 4: \$200.00

#### **ARTICLE 14A - TEMPORARY ASSIGNMENT AS PUBLIC WORKS FOREMAN**

Should the Public Works Foreman position become vacant, or should coverage be required due to the temporary absence of the Public Works Foreman, a Senior Equipment Operator or other qualified individual will be requested to cover those duties. The temporary assignment will be offered based on seniority considering qualifications to oversee the tasks being performed at the time.

During this temporary assignment the employee will receive a daily stipend of \$45/day for an eight (8) hour shift of \$56/day for a ten (10) hour shift.

## **ARTICLE 15 - VACATIONS**

SECTION 1: Each permanent, full-time employee at six (6) months or more of continuous service shall be entitled to a vacation of one (1) week during each fiscal year.

Each permanent, full-time employee at one (1) year or more of continuous service shall be entitled to a vacation of two (2) weeks during each fiscal year

Each permanent, full-time employee at the beginning of six (6) Years or more of continuous service shall be entitled to a vacation of three (3) Weeks during each fiscal year.

Each permanent, full-time employee at the beginning of fourteen (14) Years or more of continuous service shall be entitled to a vacation of four (4) Weeks during each fiscal year.

Each permanent, full-time employee at the beginning of nineteen (19) years of continuous service or more shall be entitled to an additional eight hours of vacation for each fiscal year in excess of nineteen years up to a maximum of thirty (30) days of vacation.

SECTION 2: Vacations may be scheduled for any time during the fiscal year by the permission of the Department Head. Seniority

shall govern for the first choice of vacation preference. Employee may split the vacation period, but not more than two (2) weeks may be taken consecutively. When employees have earned three or more weeks of vacation, they may select their third or more weeks only after less senior employees have selected their two (2) week choices.

SECTION 3: If an employee who has a scheduled vacation becomes sick or injured during his/her scheduled vacation time, the employee may have the vacation period rescheduled with the permission of the Department Head, but, in no way, shall the rescheduling of vacation interfere with any other employee's previously selected vacation time period.



## ARTICLE 16 - PAID LEAVES

### SECTION 1: *Family Death*

In the event of death in the immediate family of an employee-spouse, domestic partner, parents, children, brother, sister, mother-in-law, or father-in-law, or other family member, the employee shall be granted five (5) working days' of paid leave for Public Works to make household adjustments, arrange for medical services, to attend funeral services.

(a) In the event of death of the grandparents, brother-in-law, or Sister-in-law that live in the employee's residence, the employee shall be granted five (5) working days' of paid leave for Public Works to make household adjustments, arrange for medical services, or attend funeral services.

### SECTION 2: Jury Duty

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

Employees shall be paid their regular wages for each day of jury service. Any compensation the employee receives from the judicial system must be turned over to the Town.

### SECTION 3: *Civic Duty*

Employees who are required to appear before a court or other public body on any matter not related to their work and in which they are not personally involved (as a plaintiff or defendant), and the employees appointed to Town Committees by the Town Council, may request a leave of absence with pay (as set forth in the following paragraph) for the period necessary to fulfill their civic

responsibilities. The duration of the period shall be predetermined by the Manager or Supervisor.

Employees shall be paid their regular wages for each day of service that was predetermined. Any compensation the employee receives from the judicial system must be turned over to the Town. If an employee is personally involved, a leave of absence shall be granted without pay. If an employee is convicted of a crime or felony, this may be considered as a cause for dismissal, at the discretion of the Town Manager and/or Town Council.

Employees shall be selected without regard to political consideration, shall not be required to contribute for any political purpose, shall not hold nor is a candidate for any public office or position and shall not be a member of any local, state, or national committee of a political party.

## **ARTICLE 17 - CALL BACK TIME**

The Town will post a list on a monthly basis that will show the overtime that was distributed during the previous month and a call-in list.

SECTION 1: Any Public Works employee called back to work shall be paid a minimum of three hours pay at one and one-half times the base hourly rate of pay (overtime rate) for the work for which they are called back with the following exceptions:

- A. Holdovers at the end of a regular workday shift shall be compensated at the overtime rate only for the actual hours worked rounded to the nearest quarter hour.
- B. Callbacks attached to the beginning of a regular workday shift shall be compensated at the overtime rate for a total of three (3) hours only if the individual employee punches the time clock prior to 6:00 AM. If the employee punches the time clock after 6:00 AM the employee shall be compensated the overtime rate for a maximum of one (1) hour tallied to the nearest quarter hour.
- C. Scheduled overtime shall be compensated for a minimum of three (3) hours overtime rate of pay.

**ARTICLE 18 - INSURANCES & RETIREMENT**

SECTION 1: Worker's Compensation in accordance with State of Maine Statutes will be provided by the Town.

SECTION 2: The Town will provide a high-level group insurance plan as provided by MMEHT, (Maine Municipal Employee's Health Trust). The plan is the PPO-500 plan. The Town will make the following contributions to the cost of providing such a plan:

Employee Health Cost Only 100%  
Employee's Dependents Health Cost 60%  
Employee Only Dental Cost 100%

The Town will contribute 100% of the employee's single health insurance coverage and 60% of the difference between the full single premium and that of dependent coverage for employees requesting dependent coverage. All eligible employees must participate in MMEHT at least at the single coverage level.

The Town will establish and maintain a Health Reimbursement Accounts (HRA) for those employees enrolled in the PPO-500 plan. At the beginning of each new plan year, the Town shall make available to each employee a sum of \$1,500 for those with single coverage or \$3,000 for those with dependent coverage. If an employee changes coverage during the year due to a qualifying event, the benefit shall be prorated accordingly.

Employees may elect to enroll in the POS-C plan, or the POS-200 plan but the maximum amount that the Town shall pay for premiums (excluding other plan expenses) shall be the amount it is paying for premiums in the PPO-500 plan.

An employee who has the ability to have insurance coverage from another source, and can demonstrate the same to the Town, may elect to go off of the coverage offered by the Town. Such employees shall receive, on a monthly basis, a sum equal to \$250 per month. The selection may be made at the beginning of each plan year or upon a qualifying event, which includes the gain or loss of another source of health care coverage. The payment made here in lieu of insurance will not prevent the employee from re-enrolling in the Town's health insurance plan at a later date.

SECTION 3: The Town will pay the difference between Workers' Compensation and the employee's usual net pay when an employee is disabled from a duty connected disability arising out of or in the course of his/her employment until an employee comes back to work or is placed on disability retirement.

SECTION 4: The Town shall provide the proportional share of payment for the Old Age Survivors and Disability Insurance (Social Security) coverage for its eligible employees.

SECTION 5: The Town will offer the current employees the opportunity to participate in the ICMA Deferred Compensation plan. Effective July 1, 2018, the Town will offer the current employees the opportunity to participate in the ICMA Deferred Compensation Plan or Maine Public Employees Retirement System (MainePers) as

follows. The employee may participate in one or both plans, however the Town will contribute to only one plan.

Effective July 1, 2018, new hires will be given the opportunity to participate in MainePers as stated below or the ICMA Deferred Compensation plan with the Town matching the employee 's contribution up to a total of nine percent (9%) of his regular compensation. Regular compensation excludes any overtime wages.

1. The Town will offer Plan AC for all other employees.

Before July 1, 2018, the Town will contribute to the ICMA plan as follows: Employees who have completed more than ten years of continuous service will be entitled to have their deferred compensation matched up to a total of six (6) percent of their regular compensation. Employees who have completed more than fifteen (15) years of continuous service will be entitled to have their deferred compensation matched up to a total of seven (7) percent of their regular compensation.

#### **ARTICLE 19 - OVERTIME RATE OF PAY**

SECTION 1: Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

SECTION 2: Before or after regular hours. All work performed before or after any scheduled work shift and all work performed on Saturday and Sunday, if Saturday and Sunday are not part of a regular scheduled tour.

SECTION 3: Distribution of work shall be distributed equally to the regular employees in the same job classification. The Town shall post on a weekly basis from December to March and on a bi-weekly basis from April to November; the updated overtime call-in list, with the employees having the least overtime at the top of the call-in list.

On each occasion, the opportunity to work overtime shall be on a rotating basis, initially beginning with the senior employee. From there on, the next in seniority will go to the top of the overtime list, until all regular employees have had their turn. The rotation will be on a regular basis until all employees have had their turn. The rotation will be a continuous process thereafter with the employee with the least overtime to be at the head of the list for equal distribution purposes. Any refusal of overtime will be charged against the employee, which will reflect the hours turned down, unless for good reasons.

If all employees refuse the overtime, the employer may go outside the regular work force to fill the assignment. If no spares are available, the regular employee on the top of the list must take the assignment.

SECTION 4: Compensatory Time: At the employee's option, any hours worked or compensated at a rate of time and one-half may be accrued as compensatory time to be utilized at a mutually agreeable time. The number of worked hours accrued as compensatory shall be limited to 66 hours (99 regular hours). All compensatory time accrued shall be paid to the employee in his/her final paycheck when they terminate employment. A request for "Compensatory Time" must be submitted to the supervisor at least twenty-four (24) hours in advance for approval. An employee may elect to be paid up to 40 hours (60 regular hours) of accrued compensatory time during a calendar year.

## **ARTICLE 20 - DISCIPLINE & DISCHARGE**

SECTION 1: Disciplinary action or measures shall include only the following:

Oral Reprimand  
Written Reprimand

Suspension (notice to be given in writing) with or without pay & benefits

Discharge without pay & benefits

The order of sequence shall not be construed to mean that each step must be followed prior to a discharge depending on the severity of any offense.

Regular full-time permanent employees called in to meet with management on the employee's own time shall be paid two (2) hours straight time for reporting plus time and one-half (1-1/2) for time spent in meeting. This time is not to be counted on overtime or call-in list.

Disciplinary action may be imposed upon an employee for failing to fulfill his responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the Town has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the Public. Disciplinary action may also be imposed in cases of insubordination.

SECTION 1a: All reprimands (oral or written) shall be removed from the employee's file after eighteen (18) months provided that there has been no recurrence or other written or oral reprimand has been issued in the said eighteen (18) month period. Effective 7/1/83 the eighteen (18) month period stated above shall be reduced to one (1) year.

SECTION 2: Discharge

The Town shall not discharge an employee without just cause. If, in any case, the Town feels there is just cause for discharge, the employee involved will be suspended for five days, without pay and benefits. The employee and his Steward will be notified in writing that the employee has been suspended and is subject to discharge. Notice to be sent by Town Manager's office. The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

An employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

## **ARTICLE 21 - SETTLEMENT OF DISPUTES**

*SECTION 1:* Should the Union, or one of its unit members, feel aggrieved concerning the interpretation or application by the Town of any provision of this Agreement, the Union may seek adjustment of any grievance as follows:

- (a) Step 1. Shop Steward and aggrieved employee shall take up the grievance with the Department Head. If unable to resolve the grievance orally, a written grievance is presented to the Department Head. The Department Head must then answer the grievance in writing within ten (10) working days.
- (b) Step 2. Ten (10) working days after the written response of the Unit Supervisor is due, the Union Representative shall take the matter up with the Town Manager or his designee.

In the event that the decision of the Town Manager as rendered pursuant to Subsection (c) hereof is not acceptable to the Union, the Union may, within ten (10) working days, file a request with the Maine Board of Arbitration & Conciliation for arbitration of the grievance.

- (c) The decision of the Arbitrator(s) shall be final and binding on the parties and the Arbitrator(s) shall be requested to issue the decision within thirty (30) days after the conclusion of testimony and final argument. Expenses for the Arbitrator's services and the proceedings shall be borne equally by the Town and Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made providing it pays for the record and makes copies available without charge to the other party and to the Arbitrator.
- (d) The time limits for the processing of grievances may be extended by written consent of both parties.

- (e) All grievances shall be initiated not later than thirty (30) days after the occurrence of the event or the first knowledge of the event giving rise to the grievance (forty-five (45) days if economic issues are involved).

Should the Town feel aggrieved as the result of the interpretation or application by the Union of any provision in this Agreement, the Town may seek adjustment of said grievance in the foregoing manner, except that the procedure may be initiated at Step (c).

*SECTION 2: LABOR/ MANAGEMENT MEETINGS*

Conferences between representatives of the Town and up to three (3) members of the Unit may be arranged by mutual consent of the parties to discuss matters of mutual concern including methods of improving the relationship between the parties (but not to include amendment of this Agreement). Such meetings, including the preparation of a written agenda, shall be planned in advance and shall be held at hours mutually agreed upon by the parties. Employees acting on behalf of the Unit shall suffer no loss of time or pay should such meetings fall within the regular work hours.

*SECTION 3: PROCESSING GRIEVANCES DURING WORKING HOURS*

The Shop Steward may investigate and process grievances during working hours, without loss of pay, not to exceed thirty (30) minutes per grievance, and not to exceed three (3) hours per week for all grievances, except by the permission of the Department Head.

**ARTICLE 22 - SUBCONTRACTING OF WORK**

The Town agrees that there will be no contracts or subcontracts entered into which would cause layoffs in either Department during the life of this Agreement.

**ARTICLE 23 - NONDISCRIMINATION**

SECTION 1: The Town and the Union agree not to discriminate against any individual with respect to compensation, terms, or conditions of employment because of such individual's race, color, religion, sex, national origin, age, or physical handicap except as any of these factors may be bona fide occupational qualifications. Neither shall the Town or Union limit, segregate, nor classify employees in any way to discriminate, deprive an individual employee of employment opportunities because of race, color, religion, sex, national origin, age, or physical handicap.

SECTION 2: The use of 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.

SECTION 3: The Town 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 Town 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 4: The Union recognizes its responsibilities as Bargaining Agent and agrees to represent all employees in the Bargaining Unit without discrimination, interference, restraint, or coercion, whether all employees are Union members or not.

#### **ARTICLE 24 - UNION BULLETIN BOARDS**

SECTION 1: The Town agrees to permit suitable space for bulletin boards in convenient places to be used by the Union.

The Union shall limit its posting of notices and bulletins to such bulletin boards as permitted and as approved by the Manager or the Supervisor.

Items so posted will not be of a controversial nature or in any manner be a reflection upon any personality of a person within or without the employment of the Town and will not be of a partisan political nature.

#### **ARTICLE 25 - UNION ACTIVITIES ON THE TOWN'S TIME & PREMISES**

SECTION 1: The Town agrees that during working hours, on the Town's premises, and without loss of pay, the Local Unit Chairman shall be allowed to:

Post Union Notices, Distribute Union Literature, Solicit Union membership during other employees' non-working time, transmit communications to the Town's authorized representatives approved by the Union; Consult with the Town's authorized representatives, Local Union Officers, or other Union representatives (Field Representatives) concerning the enforcement of this Agreement.

The foregoing shall be subject to the same three (3) hour per week limitation set forth in ARTICLE 21 SETTLEMENT OF DISPUTES, SECTION 3.

Any Negotiation Team Member shall be allowed to participate in the negotiations process during their scheduled work hours without loss of pay or benefits. It is understood that in emergency situations it is probable that employees may be called away to handle such situations and it may become necessary to cancel and reschedule



sessions if there is no Negotiating Team Representative available for a department.

#### **ARTICLE 26 - VISITS BY UNION REPRESENTATIVES**

SECTION 1: The Town agrees that accredited representatives of the American Federation of State, County, and Municipal Employees, whether local Union representatives, district Council representatives, or international representatives, shall have full and free access to certain premises of the Town at times during working hours to conduct Union business providing management is properly notified, and provided work services are not disrupted.

#### **ARTICLE 27 - WORK RULES**

SECTION 1: The Town retains all right and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement.

SECTION 2: The Town may adopt rules for the operation of the departments and the conduct of its employees, provided such rules do not conflict with any of the provisions of this Agreement.

SECTION 3: Rules and changes shall become effective immediately after being posted for ten (10) days excepting those that are to cover emergencies, in which instance they will become effective immediately.

SECTION 4: Employees shall be notified in writing of a change in rules, or adoption of new rules, within thirty (30) days of adoption.

##### SECTION 5: *Enforcing*

The employees shall comply with all existing reasonable rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

Any unresolved complaint as to the reasonableness of any new or existing rules, or any complaint involving discrimination in the application of new or existing rules, shall be resolved through the grievance procedure.

##### Section 6: *Reviews*

All full-time employees are subject to an annual performance review. See Appendix D.

#### **ARTICLE 28 - UNIFORMS AND PROTECTIVE CLOTHING**

SECTION 1: If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment such as uniform, protective clothing, or protective device shall be furnished to the employee by the Town.

SECTION 1a: The Town will provide a maintenance allowance of four hundred and fifty (\$450) per year beginning July 1,2020, for protection footwear, protective gloves, winter and summer coveralls and/or bibs and jackets and will require all Public Works employees to wear OSHA approved footwear. OSHA approved footwear and protective gloves may be purchased through the town tax free. The remaining balance of the maintenance allowance will be paid the last paycheck in June of each year. There will be no carry-over of the allowance from one contract year to another.

**ARTICLE 29 - WAIVER CLAUSE**

Both the Town and Bargaining Agent, having had the opportunity to make requests and proposals in negotiations which preceded this Agreement, waive their right to further negotiation, during the life of this Agreement, or on any item, covered or not covered by this Agreement, except by mutual agreement, in writing, which "mutual agreement" will not be negotiated if either party refuses.

**ARTICLE 30 - NO STRIKE**

SECTION 1: There shall be no stoppage of work or slowdown by the Union or any lockout by the Town of Winslow during the life of this Agreement. In the event of wildcat strike or slowdown, Management may, at its discretion, suspend without pay and benefits any/or all employees engaged directly or indirectly in the strike or stoppage or slowdown and have others in their place, subject to review with Union. If an employee refuses to perform any duty or fulfill his responsibility, Management may suspend or discharge said employee immediately, without pay and benefits, subject to review with Union, providing said work is not of a hazardous nature.

This section shall include, but not necessarily be restricted to, engaging in, encouraging, suggesting, sanctioning, or any other direct or indirect supporting of any strike, slowdown, mass resignation, absenteeism, picketing or any action or non-action, which causes slowdown, stoppage, or any interference with work of the Town or any other employee during the life of this contract.

**ARTICLE 31 - SAVING CLAUSE**

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

## **ARTICLE 32 - HEALTH & SAFETY**

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

The Town is responsible for meeting safety standards which are considered to be minimum standards required by the Occupational Safety and Health Act of 1970 as well as other Federal and State laws. Noncompliance with the act may result in fine and penalty to the Town.

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

If a member of the unit deems his vehicle or equipment to be unsafe, he shall notify his superior who, in turn, shall arrange for or conduct and appropriate inspection and shall determine whether the vehicle or equipment is safe for use.

Any employee involved in any accident shall immediately report to his immediate, non-unit superior said accident and any physical injury sustained. Said report will be made on a proper form provided by the Town.

It shall be the responsibility of any employee having custody of any equipment and property to see that it is properly cared for, kept clean, and returned to its place of storage after use.

## **ARTICLE 33 Residence Proximity Requirement**

Effective July 1, 2008, newly hired Public Works' employees are required to live within 20 minutes (measured under ordinary driving conditions at lawful speeds) of their respective place of employment and must maintain this requirement throughout their employment with the Town. This requirement must be met within the first six months of employment.

## **ARTICLE 34 JOB DESCRIPTIONS**

Appendix "A" of this agreement includes job descriptions for the Public Works Department employees. The Winslow with consultation of the bargaining unit and are effective to coincide with the term of this agreement

**ARTICLE 35 Employee Training**

**SECTION 1: Employee-Initiated Training**

Employees may elect courses or programs to further their education or professional development. Credit hour courses in a degree program will be considered Employee-Initiated and will be paid out of the department training budget. The number of employees allowed to participate per semester will depend on the funds available.

Course/tuition reimbursement requires pre-approval with preference given to employees taking courses that relate directly to their current positions and remaining funds to employees taking courses to improve skills for career advancement purposes.

In order for more employees to be eligible for tuition reimbursement, the Town will reimburse an employee up to \$500.

Employees will be reimbursed for pre-approved courses upon successful completion of the course(s) according to the following schedule:

A, B or C - 100% of the tuition rate  
D, E, F, Incomplete - 0% of the tuition rate

Textbooks and all other expenses are the responsibility of the employee.

Requests for course/tuition reimbursement shall be submitted to the Town Manager prior to enrolling to ensure adequate funding is available.

**SECTION 2: Town-Funded Training**

Employees who accept the opportunity to attend training, certification courses or licensing courses that are paid in whole by the Town will be required to:

- Attend all classes as scheduled
- Maintain a passing grade (a C or above for college coursework or a rating of "pass" for certifications and licensures)
- Commit to a period of 1 additional year of employment for each \$1,000 of Town Investment up to a period of 5 years after achieving said degree, certificate or license.

Employees who fail to maintain a passing grade will be required to reimburse the Town for the cost of tuition/training.

Employees who choose to leave the Town's employment prior to the agreed upon period after completion of training will be required to reimburse the Town for a prorated amount based on the time remaining in the agreement. This stipulation does not apply if an employee is forced to leave employment due to layoff, termination or other circumstances on the part of the Town that are beyond the employee's control.

**ARTICLE 36 - POLITICAL ACTIVITY**

While working full time for the Town, employees shall refrain from seeking or accepting nomination or election to any office in the Town government. Town employees shall not circulate petitions or campaign literature for elective Town officials, or in any way be concerned with soliciting or receiving subscriptions, contributions, or political service from any person or for any political purpose pertaining to the government of the Town. This Section is not to be construed to prevent the Town Employees from becoming or continuing to be, or choosing not to be, members of any Political, Religious, Charitable, Social or Benevolent Organization, from attending Political Organizational Meetings, or expressing their views on Political matters, or from voting with complete freedom in any election. The Employee shall be granted all Political rights as allowed by law.

**ARTICLE 37 - COPIES OF THE AGREEMENT**

The Town agrees to provide each member of the Bargaining Unit one copy of this Agreement.

**ARTICLE 38 - DURATION OF THE AGREEMENT**

This Agreement shall be effective as of the first day of July,2024, and shall remain in full force and effect until the 30th day of **June,2027**.

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 not later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this  
\_\_\_\_\_ day of \_\_\_\_\_, 2024.

FOR THE TOWN:

\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Witness

FOR THE UNION:

\_\_\_\_\_  
Chair, Public Works Dept.

\_\_\_\_\_  
Council 93 Representative

APPENDIX "A"

JOB DESCRIPTIONS

**Job Title: Laborer Truck Driver**

## OVERVIEW OF POSITION

This position begins work on the back of sanitation collection vehicles. This is a semiskilled/skilled position involving a wide array of labor tasks as well as the operation of small and large commercial vehicles, some which require, at minimum, possession of a valid State of Maine Class B Commercial Driver's License within 12 months of date of hire. Services and maintenance provided on behalf of the Town include those related to street and road construction, sanitation collection, sewer and storm drainage systems construction and maintenance, winter roadway snow and ice removal and other tasks important to regular Town functions. Work is performed under the direction of either the Highway Foreman or the Utilities Foreman, respective of the tasks requiring completion. This is full-time, union employment that requires a solid record of availability for overtime based on call-ins for emergency roadway or utility systems service. Medical vaccination(s) may be required for some job functions.

## JOB FUNCTIONS

Performs wide array of manual and cognitive tasks including completion of manual collection of residential refuse and recycling, shoveling, raking, sweeping, digging, paving and pavement patching, litter control, pipe laying or repair, snow removal, storm water control, culvert and manhole maintenance, sandbag placement, pump and heavy equipment maintenance or replacement, assisting with light and heavy equipment repair, operation of small and heavy commercial equipment (chainsaws, pavement cutters, jack hammers, compactors, sidewalk tractor, one-tons, refuse and recycling collection vehicles, single and tandem axle dump/plow trucks, vector tanker truck, front loader, etc.), work zone traffic control, sign placement, demolition, carpentry and building maintenance, cleaning and maintenance of equipment and vehicles, fueling, vehicle inspection checklists, employment of safety procedures and other functions important to Town functions.

## KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of proper care of vehicles and construction equipment. General knowledge of hazards of equipment and infrastructure operations and maintenance. Ability to understand and follow oral and written instructions. Ability to understand and complete checklists or safety records. Ability to establish and maintain effective working relationships with supervisor, employees, contractors and the public. Ability to complete basic mathematical computations. Good visual acuity for driving. Good physical strength and agility to perform arduous tasks in adverse conditions.



## WORKING CONDITIONS

Frequently requires bending, stooping, climbing, work on uneven ground, lifting and carrying of objects up to 50 pounds individually and 100 pounds with assistance. Requires use of ladders, tripods and harnesses, reaching above shoulders, crouching, kneeling, crawling and balancing above and below ground level. Use of both feet and hands for repetitive movements such as operating foot and lever controls, handles, tools, etc. Exposure to moving equipment and machinery marked changes in climate including cold, wet and dark conditions.

Exposure to dust, fumes, gases. Long hours of overnight roadway or other service.

## REQUIRED EDUCATION **OR** EXPERIENCE

Graduation from High School or equivalent G.E.D. Valid State of Maine Class B driver's license. Good physical condition. Examples of technical skills highly preferred are Class A driver's license with restrictions, road and underground utility construction experience or training, mechanical and heavy equipment repair experience or training, building or concrete construction experience, plumbing or electrical experience or training, or similar trades.

Note: Graduation from H.S.I. GED waived for employees hired prior to 01/01/97.

## **Job Title: Truck Driver**

### OVERVIEW OF POSITION

This is a semi-skilled/skilled position involving a wide array of labor tasks as well as the operation of small and large commercial vehicles, some which require, at minimum, possession of a valid State of Maine Class B Commercial Driver's License and Tanker's Certification. Services and maintenance provided on behalf of the Town include those related to street and road construction, sanitation collection, sewer and storm drainage systems construction and maintenance, winter roadway snow and ice removal and other tasks important to regular Town functions. Work is performed under the direction of either the Highway Foreman or the Utilities Foreman, respective of the tasks requiring completion. This is full-time, union employment that requires a solid record of availability for overtime based on call-ins for emergency roadway or utility systems service. Medical vaccination(s) may be required for some job functions.

### JOB FUNCTIONS

Performs wide array of manual and cognitive tasks including completion of manual collection of residential refuse and recycling, shoveling, raking, sweeping, digging, paving and pavement patching, litter control, pipe laying or repair, snow removal, storm water control, culvert and manhole maintenance, sandbag placement, pump and heavy equipment maintenance or replacement, assisting with light and heavy equipment repair, operation of small and heavy commercial equipment (chainsaws, pavement cutters, jack hammers, compactors, sidewalk tractor, one-tons, refuse and recycling collection vehicles, single and tandem axle dump/plow trucks, front loader, etc.), work zone traffic control, sign placement, demolition, carpentry and building maintenance, cleaning and maintenance of equipment and vehicles, fueling, vehicle inspection checklists, employment of safety procedures and other functions important to Town functions.

### KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of proper care of vehicles and construction equipment. General knowledge of hazards of equipment and infrastructure operations and maintenance. Ability to understand and follow oral and written instructions. Ability to understand and complete checklists or safety records. Ability to establish and maintain effective working relationships with supervisor, employees, contractors and the public. Ability to complete basic mathematical computations. Good visual acuity for driving. Good physical strength and agility to perform arduous tasks in adverse conditions.

### WORKING CONDITIONS

Frequently requires bending, stooping, climbing, work on uneven ground, lifting and carrying of objects up to 50 pounds individually and 100 pounds with assistance. Requires use of ladders, tripods and harnesses, reaching above shoulders, crouching, kneeling, crawling and balancing above and below ground level. Use of both feet and hands for repetitive movements such as operating foot and lever controls, handles, tools, etc. Exposure to moving equipment and machinery, marked changes in climate including cold, wet and dark conditions. Exposure to dust, fumes, gases. Long hours of overnight roadway or other service.

## REQUIRED EDUCATION OR EXPERIENCE

Graduation from High School or equivalent G.E.D. Valid State of Maine Class B driver's license and Tankers Certification. Good physical condition. Examples of technical skills highly preferred are Class A driver' s license with restrictions, road and underground utility construction experience or training, mechanical and heavy equipment repair experience or training, building or concrete construction experience, plumbing or electrical experience or training, or similar trades.

Note: Graduation from H.S.I GED waived for employees hired prior to 01/01/97

**Job Title: Senior Equipment Operator**

OVERVIEW OF POSITION

This is a skilled/semi-skilled position involving an array of heavy equipment operation and a wide array of labor tasks including operation of small and large commercial vehicles, some which require, at minimum, possession of a valid State of Maine Class A Commercial Driver's License **Preferred** Maine Class B Commercial Driver's License minimum **Required** with restrictions and Tankers Certification. As determined by the Town, this individual must have demonstrated adequate experience operating the following municipally owned (or rented) equipment:

- Motor Grader Backhoe
- Bull Dozer
- Roller Compactor
- Single and Tandem Axle Dumps
- Street Sweeper Sewer Vactor Truck
- Flatbed Trailer Hauling Front-end Loader
- Other Equipment as Necessary

Services and maintenance provided on behalf of the Town include those related to street and road construction, sanitation collection, sewer and storm drainage systems construction and maintenance, winter roadway snow and ice removal and other tasks important to regular Town functions. Work is performed under the direction of either the Highway Foreman or the Utilities Foreman, respective of the tasks requiring completion. This is full-time, union employment that requires a solid record of availability for overtime based on call-ins for emergency roadway or utility systems service. Medical vaccination(s) may be required for some job functions.

JOB FUNCTIONS

Operates heavy equipment including loader/backhoe, bull dozer, roller, sweeper, grader and flatbed trailer tows for purposes of road construction, ditching, trenching, road or infrastructure maintenance, equipment repair or related projects. Also performs wide array of manual and cognitive tasks including completion of manual collection of residential refuse and recycling, shoveling, raking, sweeping, digging, paving and pavement patching, litter control, pipe laying or repair, snow removal, storm water control, culvert and manhole maintenance, sandbag placement, pump and heavy equipment maintenance or replacement, assisting with light and heavy equipment repair, operation of small and heavy commercial equipment (chainsaws, pavement cutters, jack hammers, compactors, sidewalk tractor, one-tons, refuse and recycling collection vehicles, single and tandem axle dump/plow trucks, vactor tanker truck, front loader, etc.), work zone traffic control, sign placement, demolition, carpentry and building maintenance, cleaning and maintenance of equipment and vehicles, fueling, vehicle inspection checklists, employment of safety procedures and other functions important to Town functions.

## KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of and experience operating construction equipment and maintenance. Knowledge of proper care of vehicles and construction equipment. General knowledge of hazards of equipment and infrastructure operations and maintenance. Ability to understand and follow oral and written instructions. Ability to understand and complete checklists or safety records. Ability to establish and maintain effective working relationships with supervisor, employees, contractors and the public. Ability to complete basic mathematical computations. Good visual acuity for driving. Good physical strength and agility to perform arduous tasks in adverse conditions.

## WORKING CONDITIONS

Frequently requires bending, stooping, climbing, work on uneven ground, lifting and carrying of objects up to 50 pounds individually and 100 pounds with assistance. Requires use of ladders, tripods and harnesses, reaching above shoulders, crouching, kneeling, crawling and balancing above and below ground level. Use of both feet and hands for repetitive movements such as operating foot and lever controls, handles, tools, etc. Exposure to moving equipment and machinery, marked changes in climate including cold, wet and dark conditions. Exposure to dust, fumes, gases. Long hours of overnight roadway or other service.

## REQUIRED EDUCATION OR EXPERIENCE

Graduation from High School or equivalent G.E.D. Valid State of Maine Class A driver's license with restrictions and Tanker's Certification. Good physical condition. Examples of technical skills highly preferred are heavy equipment operation experience, road and underground utility construction experience or training, mechanical and heavy equipment repair experience or training, building or concrete construction experience, plumbing or electrical experience or training, or similar trades.

Note: Graduation from H.S./GED waived for employees hired prior to 01/01/97. Confined Space Entry may be waived for employees hired prior to 01/01/97.

**Job Title: Equipment Operator**

OVERVIEW OF POSITION

This is skilled/semi-skilled position involving an array of heavy equipment operation and a wide array of labor tasks including operation of small and large commercial vehicles, some which require, at minimum, possession of a valid State of Maine Class B Commercial Driver's License and Tanker's Certification. Services and maintenance provided on behalf of the Town include those related to street and road construction, refuse and recycling collection, sewer and storm drainage systems construction and maintenance, winter roadway snow and ice removal and other tasks important to regular Town functions. Work is performed under the direction of either the Highway Foreman or the Utilities Foreman, respective of the tasks requiring completion. This is full-time, union employment that requires a solid record of availability for overtime based on call-ins for emergency roadway or utility systems service.

Medical vaccination(s) may be required for some job functions.

JOB FUNCTIONS

Operates heavy equipment including loader/backhoe, bulldozer, roller, sweeper, and grader for purposes of road construction, ditching, trenching, road or infrastructure maintenance, equipment repair or related projects. Also performs wide array of manual and cognitive tasks including completion of manual collection of residential refuse and recycling, shoveling, raking, sweeping, digging, paving and pavement patching, litter control, pipelaying or repair, snow removal, storm water control, culvert and manhole maintenance, sandbag placement, pump and heavy equipment maintenance or replacement, assisting with light and heavy equipment repair, operation of small and heavy commercial equipment (chainsaws, pavement cutters, jack hammers, compactors, sidewalk tractor, one-tons, refuse and recycling collection vehicles, single and tandem axle dump/plow trucks, vector tanker truck, frontend loader, etc.), work zone traffic control, sign placement, demolition, carpentry and building maintenance, cleaning and maintenance of equipment and vehicles, fueling, vehicle inspection checklists, employment of safety procedures and other functions important to Town functions.

KNOWLEDGE. SKILLS AND ABILITIES

Knowledge of and experience operating construction equipment and maintenance. Knowledge of proper care of vehicles and construction equipment. General knowledge of hazards of equipment and infrastructure operations and maintenance. Ability to understand and follow oral and written instructions. Ability to understand and complete checklists or safety records.

Ability to establish and maintain effective working relationships with supervisor, employees, contractors and the public. Ability to complete basic mathematical computations. Good visual acuity for driving.

Good physical strength and agility to perform arduous tasks in adverse conditions.

## WORKING CONDITIONS

Frequently requires bending, stooping, climbing, work on uneven ground, lifting and carrying of objects up to 50 pounds individually and 100 pounds with assistance. Requires use of ladders, tripods and harnesses, reaching above shoulders, crouching, kneeling, crawling and balancing above and below ground level. Use of both feet and hands for repetitive movements such operating foot and lever controls, handles, tools, etc. Exposure to moving equipment and machinery marked changes in climate including cold, wet and dark conditions. Exposure to dust, fumes, gases. Long hours of overnight roadway or other service.

## REQUIRED EDUCATION OR EXPERIENCE

Graduation from High School or equivalent G.E.D. Valid State of Maine Class B driver's license and Tanker's Certification. Good physical condition. Examples of technical skills highly preferred are Class A driver's license with restrictions, heavy equipment operation experience, road and underground utility construction experience or training, mechanical and heavy equipment repair experience or training, building or concrete construction experience, plumbing or electrical experience or training, or similar trades.

Note: Graduation from H.S./GED waived for employees hired prior to 01/01/97. Confined Space Entry may be waived for employees hired prior to 01/01/97.

**Job Title Senior Heavy Equipment Mechanic****OVERVIEW OF POSITION**

This is a skilled position involving the preventative maintenance and on-site or off-site repair of a wide array of heavy construction equipment, plow riggings, light duty vehicles, commercial tools and related equipment. Responsible for 'prioritizing' as well as completing maintenance and repair tasks in conjunction with supervisors and employees. This skilled work of the heavy equipment mechanic requires a high degree independent analytical ability to determine the best maintenance and repairs possible within monetary constraints. This employee must consult regularly with the Highway and Utilities Foremen and the Public Works Director as well as employees operating such equipment. This is full-time, union employment that requires a solid record of availability for overtime based on call-ins for emergency roadway or utility systems service. Medical vaccination(s) may be required for some job functions.

**JOB FUNCTIONS**

Prioritizes and participates in the preventative maintenance and repair (body, structural, hydraulic, electrical, mechanical, etc.) of light and heavy-duty construction equipment and vehicles. Work generally performed at the public works garage. Mobile service is occasionally necessary in poor weather conditions. Assists department in complying with OSHA and other applicable safety standards. Reviews and maintains records of mandatory daily vehicle inspection checklists for primary fleet vehicles, consulting with drivers regarding safety of equipment and vehicles. Maintains records of service to all vehicles and equipment. Maintains adequate parts inventories and conducts timely acquisition of parts to facilitate repairs expediently. Schedules preventative maintenance. Employs strict 'tag-out' procedure as documented. Assists in drafting detailed specifications for new equipment. Provides legal State of Maine commercial vehicle inspections. Attends training seminars as identified collaboratively with Director. Regularly cleans mechanical bay areas, tool draws, shelves, counters, etc.

**KNOWLEDGE, SKILLS AND ABILITIES**

Extensive repair experience/ technical training (body, structural, hydraulic, electrical, mechanical, etc.) with heavy equipment such as single and tandem axle chassis with dump bodies and plow equipment, motor grader, backhoe, bull dozer, road sweeper, and similar road and underground utility construction equipment. Ability to prioritize/ reprioritize projects. Organization skills a must. Ability to provide one-on-one training to drivers and operators regarding accurate completion of vehicle inspection checklists and related routine vehicle maintenance. Ability to 'encourage' drivers and operators to advance their vehicle and equipment knowledge. Basic computer inventory/ maintenance record keeping is important.

**WORKING CONDITIONS**

Frequently requires bending and stooping, work on uneven ground outdoors, lifting and carrying objects up to 50 pounds individually and up to 100 pounds with assistance. Use of both feet and hands for repetitive movements such as operating foot controls, levers and



tools. Exposure to moving equipment and machinery, marked changes in climate conditions and exposure to dust, fumes and gases. Frequent exposure to chemicals, bacteria and other hazards associated with equipment repair as well assistance to wastewater and refuse collection operations. Requires climbing stairs and ladders as well as working at heights. Requires squatting, crawling, reaching above shoulders, kneeling and balancing.

#### REQUIRED EDUCATION OR EXPERIENCE

High School graduation or G.E.D. equivalent. Technical heavy equipment repair training is preferred. Considerable experience in maintenance and repair of light and heavy-duty vehicles and equipment. Class B commercial driver's license and Tanker's Certification; Class A preferred with restrictions. Heavy equipment operator experience desirable. Additional and current technical training preferred. Basic inventory and spreadsheet related computer usage required.

\*Note: Inspection license requirement waived for employees hired prior to 01/01/97.

**Job Title: Heavy Equipment Mechanic**

OVERVIEW OF POSITION

This is a skilled position involving the preventative maintenance and on-site or off-site repair of a wide array of heavy construction equipment, plow riggings, light duty vehicles, commercial tools and related equipment. Responsible for 'prioritizing' as well as completing maintenance and repair tasks in conjunction with supervisors and employees. This skilled work of the heavy equipment mechanic requires a high degree independent analytical ability to determine the best maintenance and repairs possible within monetary constraints. This employee must consult regularly with the Highway and Utilities Foremen and the Public Works Director as well as employees operating such equipment. This is full-time, union employment that requires a solid record of availability for overtime based on call-ins for emergency roadway or utility systems service. Medical vaccination(s) may be required for some job functions.

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Extensive repair experience/ technical training (body, structural, hydraulic, electrical, mechanical, etc.) with heavy equipment such as single and tandem axle chassis with dump bodies and plow equipment, motor grader, backhoe, bulldozer, road sweeper, and similar road and underground utility construction equipment. Ability to prioritize/ reprioritize projects. Organization skills a must. Ability to provide one-on-one training to drivers and operators regarding accurate completion of vehicle inspection checklists and related routine vehicle maintenance. Ability to 'encourage' drivers and operators to advance their vehicle and equipment knowledge. Basic computer inventory/ maintenance record keeping is important.

WORKING CONDITIONS

Frequently requires bending and stooping, work on uneven ground outdoors, lifting and carrying objects up to 50 pounds individually and up to 100 pounds with assistance. Use of both feet and hands for repetitive movements such as operating foot controls, levers and tools. Exposure to moving equipment and machinery, marked changes in climate conditions and exposure to dust, fumes and gases. Frequent exposure to chemicals, bacteria and other hazards associated with equipment repair as well as assistance to wastewater and refuse collection operations. Requires climbing stairs and ladders as well as working at heights.

Requires squatting, crawling, reaching above shoulders, kneeling and balancing.

#### REQUIRED EDUCATION OREXPERIENCE

High School graduation or G.E.D. equivalent. Technical heavy equipment repair training is preferred. Considerable experience in maintenance and repair of light and heavy-duty vehicles and equipment. Class B commercial driver's license and Tanker's Certification within 12 months of hire date or assignment; Class A preferred with restrictions. Heavy equipment operator experience desirable. Additional and current technical training preferred. Basic inventory and spreadsheet related computer usage required.

Note: Inspection license requirement waived for employees hired prior to 01/01/97.



## **Public Works Promotional Policy**

### **A. Objective**

1. The purpose of this section is to allow employees the opportunity to promote up to a more responsible position in the department when such an opening exists. It is also intended to ensure the best qualified employee is placed in each position. It is the Town's policy to allow employees to upgrade their skills and to complete the training requirements for promotion. It must also be understood that even if an employee has satisfied all the training requirements for promotion, they will only be eligible for promotion when a job opening actually exists
2. It is the intent of this policy to allow an employee to be compensated at the higher rate of pay if they have completed the required training for a specific piece of equipment and are assigned a task with this equipment. The task performed must have be at least an hour in duration. The specific pieces of equipment eligible for extra compensation are the front-end loader, the tractor backhoe, the street sweeper, and the motor grader.
3. Employees that have previous work experience will be given the opportunity to demonstrate their abilities and to waive the training hour requirement. This evaluation will be conducted by a senior operator, senior mechanic and the Public Works Director and/or Foreman.
4. Within 30 days of the effective date of this policy, the Director shall post a roster of employees identifying each employee's existing job classification, truck class and equipment which each employee is presently approved to operate based on licenses, historical performance and prior completions of the informal training program. Appeals of the Roster must be filed in writing to the Director within five (5) days of the posting date. The resolution of appeals shall be based on the actual testing of the employee's abilities on the truck or equipment in question in the conditions anticipated during projected operation of said truck or equipment. The Director, or his designee, a senior equipment operator and senior mechanic shall conduct and judge the testing of employees. A successful test shall require the positive recommendation of the Director and a senior equipment operator and/or senior mechanic. Said Roster shall be posted each and every subsequent year on the first of July.

### **B. Waiver Requirements for Experienced Operators**

#### **1. Basic Knowledge**

With minimal input from the evaluators, the candidate will demonstrate his/her knowledge of the specific equipment they are requesting to qualify for. They will perform a detailed pre-work inspection and describe what they are inspecting and why. They will ensure that the piece of equipment is 100% work ready.

#### **2. Skills Test**

##### **a. Front End Loader**

The candidate will demonstrate their ability to properly load a dump truck. They will be judged on how they place the truck, how they enter the stockpile, the angle of their bucket, whether they spin the loader tires, how full the bucket is, and how the load looks when they are finished loading.

##### **b. Street Sweeper**

The candidate will demonstrate their ability operate a street sweeper by sweeping a specific route. They will be judged on the cleanliness of the street after sweeping, the time needed to accomplish the task, their ability to dump the sweeper into a waiting dump truck, and how well they wash the machine when they are done.

##### **c. Tractor Backhoe Loader**

The candidate will demonstrate their ability to operate a tractor backhoe by performing two tasks .The first task will require them to excavate a trench approximate ten feet long and two feet deep. They will also have

to backfill the same trench. They will be judged on time needed to complete the task, what the finished trench looks like [grade and neatness], and the neatness of the backfilled trench. The second task will be to load a truck with the loader attachment. They will be judged on how well they fill their bucket and whether they spin tire, how well placed the load is in the truck, and whether they hit the truck when loading.

d. Motor Grader

The candidate will demonstrate their ability to operate a motor grader by grading an area designated by the evaluators. This may be a short section of road or an area in a parking lot. They will be judged on their ability to achieve a smooth surface with the least amount of passes and time as well as how much excess material remains, if any. How hard the machine works [tire spin or stalling] will also be observed.

e. Sewer Vac-con Truck

The candidate will demonstrate their ability to operate the Vac-con truck by performing two tasks. The first task will require them to clean a catch basin utilizing the vacuum portion of the truck. The second task will require them to clean a section of sewer line utilizing the high pressure pump and hose. They will be provided a helper for both tasks as this unit requires a two- m a n crew.

## Public Works Promotion Requirements

### A. Laborer Truck Driver to Truck Driver

1. Must possess a minimum of a Class B CDL license with Tanker endorsement.
2. Must pass a driving skills test with either the Public Works Foreman or the Public Works Director. Test will consist of an off-road course with plow and wing attached, as well as an actual on-road driving skills demonstration.
3. Must demonstrate basic knowledge of the vehicle the employee will be operating. Employee must be able to perform a complete pre-trip inspection, including the plowing and sanding equipment.

### B. Truck Driver to Equipment Operator

1. Must possess a minimum of a Class B CDL license with Tanker endorsement.
2. Must have taken classes offered by the Maine Local Roads Center on Loader/backhoe operation.
3. Must have all certifications needed for Truck Driver classification as well as the additional training listed below.
  - a. Front end Loader {40 Hrs.}
  - b. Loader/Backhoe{40Hrs.}
  - c. Street Sweeper{40Hrs.}
  - d. Sewer Vac-con Truck{40Hrs.}
  - e. Roller Compactor(20Hrs.) [optional]

### C. Equipment Operator to Senior Equipment Operator

1. As a minimum, must possess a Class B (with restrictions)\_CDL license with Tanker endorsement. Class A preferred.
2. Must have all certifications needed for Equipment Operator classification as well as the additional training listed below. Some of this equipment is rental units.
  - a. Equipment Trailer - Must demonstrate proper trailer connection and operation. Must also demonstrate the ability to load and unload equipment and the proper methods of securing a load.
  - b. Motor Grader {40 Hrs.} - Required
  - c. Bulldozer{40Hrs.} - Recommended
  - d. Track or Wheeled Excavator{40Hrs.} - Recommended

## Sidebar Agreement

The Union and the town agree that all current employees will be grandfathered as it relates to their current job description for their current job classification. Current employees will not be grandfathered if going from their current job classification to a new job classification.



APPENDIX "C"  
SEWER DEPARTMENT

Memorandum of Agreement  
Between the Town of Winslow, Maine and the  
American Federation of State, County, and Municipal Employees ( AFL-CIO)  
Local 1458-05 Winslow Public Works and Firs

The parties agree to the following:

1. The Town will post for two Public Works Employees interested in being assigned to a permanent job assignment in the Sewer Department.
2. The two employee:
  - a. will alternate being on-call for a week at a time.
  - b. will receive a stipend of \$125 for each week they are on- call.
  - c. will be allowed to work 80 hours of overtime during the summer schedule by working on Fridays.
  - d. will work towards obtaining voluntary collection system certification.
  - e. will NOT be assigned a permanent winter plow route.
  - f. may be offered snowplowing assignments.
  - g. may be subject to call-in on the weeks they are not on call for winter snowplowing if a manpower shortage occurs.
  - h. may be temporarily assigned to other job assignments.

## APPENDIX "D"

### PERFORMANCE APPRAISAL PROCESS

1. At the time of hire, each employee receives the following information and documents:
  - Town mission statement
  - Division and department mission statement
  - Job description
  - Department/division work rules, policies and procedures
  - List of department/division performance expectations not covered by the above documents
  - Performance appraisal form and intent statement

These materials are discussed with the employee and the employee signs off that s/he has received the documents and understands the information. The employee receives a copy of the sign off sheet and a copy is forwarded to Human Resources for the employee's personnel file.

2. Each employee receives a three (3) and six (6) month appraisal during their first six months of employment. Within the first six (6) months the manager must decide if they are recommending that this employee be retained on a permanent basis. At the six (6) month appraisal, goals and objectives are jointly developed for the next six (6) month period in preparation for the annual appraisal.
3. Each employee receives an annual appraisal twelve (12) months from date of hire and subsequent annual appraisals on the anniversary date. When employees change classifications, their performance appraisal anniversary date changes to reflect time in their current position. All appraisals should be completed within thirty (30) days of the anniversary date. They should be done as close to the anniversary date as possible.
  - A. The employee is given the option of submitting a self-appraisal to their supervisor prior to the supervisor rating the employee's performance. The supervisor and employee may decide to exchange forms at the appraisal discussion instead of the employee submitting their form first.

The supervisor will then complete the appraisal form and provide the employee with a copy. In the categories that the supervisor rates the employee's performance at either the high or low end of the scale, s/he must support the rating with examples in the comment section for that category. Supervisors are encouraged to provide examples in all categories; employees are encouraged to do the same on the self-appraisal.

In order to make the appraisal as complete and objective as possible, the supervisor may solicit input from others prior to completing the appraisal, including input from the manager who will review the complete appraisal and other persons who have supervised the employee during the rating period. If input is solicited from persons other than the rater and reviewer, they should be noted on the appraisal form and also the period of time they provided supervision to the employee.

- B. The performance appraisal discussion will be held in a location where there will be no interruptions and at a time that is convenient for both parties. It is recommended that an hour be allotted for each performance appraisal discussion. The full hour may not be needed for every performance appraisal, depending on the amount of discussion needed to fully cover all performance categories. It is preferable to allot more time than is necessary and end early than to run out of time and need to either rush or reschedule the discussion.
  - C. The appraisal is a summary of the previous year's performance and should reflect the full twelve months. It should include both what the employee has done well and the areas that are in need of improvement. The comment lines below each category are to be used to further explain the rating or to provide examples that support the rating. The information provided in the appraisal

should not be new to the employee; feedback should be given throughout the year and documented by the supervisor in a personnel file for future reference.

- D. Personal goals and objectives are then jointly developed for the next rating period. The employee's personal goals and objectives should reflect the employee's role or contribution towards achievement of the group goals. Their goals should build on areas of strength and address issues of personal growth that will enhance their ability to make significant contributions to the work team, the division and the department. There should be a thorough discussion about what support the employee needs in order to accomplish these goals and objectives.
  - E. The employee may add comments to the appraisal form if they disagree with the appraisal or portions thereof.
4. The completed appraisal form is submitted to the Reviewer for his/her signature and comments and then to the appropriate Division or Department Head or designee for signature and review. The appraisal is returned to the employee for their final sign-off and then it is forwarded to Human Resources. The employee will be offered a copy of the appraisal.

At the employee's request, the self-appraisal completed by the employee will be attached to the appraisal completed by the rater (which is the official appraisal) when it is submitted to Human Resources for placement in the employee's personnel file.

5. It is recommended that the employee and supervisor meet mid-year for a progress check on their jointly developed goals and objectives. A mid-year check is required if, in the supervisor's opinion, the employee's performance is deficient in any of the categories. This discussion will be documented. The supervisor and employee may also need to meet if the employee's goals need to be revised. Changes in work team goals, unanticipated needs that arise, or noticeable changes in the employee's performance may make this appropriate. At any time, the employee may request to meet with their supervisor to discuss their goals and objectives. Employees are encouraged to monitor their own performance and to initiate discussions with their supervisor during the rating period if they have questions or concerns about their progress.
6. When a supervisor leaves City employment, they will provide the employee with a written assessment of the employee's performance using the performance appraisal form. This appraisal will be placed in the employee's personnel file along with any comments the employee wishes to make. Each Department is responsible for ensuring that this occurs prior to the supervisor's departure.

APPENDIX "D-1"

AFSCME Units Annual Performance Appraisal  
Six Month – Annual

The Town and Union jointly encourage all employees to self-evaluate. A copy of this form will be provided to the employee for their self-evaluation.

Name:

Distribution:

Job Title:

Appointment Date:

Rating Period:

Union Affiliation:

Rater:

Please check the statement(s) in each category that best describe(s) employee performance during the rating period.

1. **Job Knowledge: Knowledge of procedures and processes required to do the job.**

Supervisor Employee

a. Has mastered all duties and/or skills and is creative in his/her approach to doing the job.

.....  NA  DS

b. Is competent in dealing with difficult or complex issues and understands all phases of their job.

.....  NA  DS

c. Demonstrates adequate knowledge of routine aspects of job. ....

NA  DS

d. Barely satisfactory knowledge of routine aspects of job. ....

NA  DS

e. Lack of knowledge affects productivity. ....

NA  DS

Comments:

Category Rating: \_\_\_ Exceeds Requirements \_\_\_ Fulfills Requirement \_\_\_ Needs Improvement

2. **Quantity of Work: Attention to work process, workload, timeliness and deadlines.**

Supervisor Employee

a. Industrious, does more than is required without compromising time management or quality.

.....  NA  DS

b. Always completes acceptable amount of work. ....

NA  DS

c. Usually completes an acceptable amount of work. ....

NA  DS

d. Not completing acceptable amount of work. ....

NA  DS

Comments:

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Category Rating: \_\_\_ Exceeds Requirements \_\_\_ Fulfills Requirements \_\_\_ Needs Improvement

**3. Quality of Work: Applies job knowledge to achieving division mission.**

Supervisor Employee

- |   |  |  |
|---|--|--|
| a. Applies creative assessment and problem solving to their work process. ....                                | <input type="checkbox"/> NA<br><input type="checkbox"/> DS | <input type="checkbox"/> NA<br><input type="checkbox"/> DS |
| b. Has a grasp of work process which produces effective results that meet quality and accuracy standards..... | <input type="checkbox"/> NA<br><input type="checkbox"/> DS | <input type="checkbox"/> NA<br><input type="checkbox"/> DS |
| c. Has a basic understanding of the work process, applies it sporadically. ....                               | <input type="checkbox"/> NA<br><input type="checkbox"/> DS | <input type="checkbox"/> NA<br><input type="checkbox"/> DS |
| d. Lacks a basic understanding of work process. ....  | <input type="checkbox"/> NA<br><input type="checkbox"/> DS | <input type="checkbox"/> NA<br><input type="checkbox"/> DS |

Comments:

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Category Rating: \_\_\_ Exceeds Requirements \_\_\_ Fulfills Requirements \_\_\_ Needs Improvement

**4. Judgement and Decision Making: Ability to make sound decisions and appropriate recommendations.**

Supervisor Employee

- |   |  |  |
|---|--|--|
| a. Applies logic to data collection/decisions, recommendations reflect above average insight and foresight..... | <input type="checkbox"/> NA<br><input type="checkbox"/> DS | <input type="checkbox"/> NA<br><input type="checkbox"/> DS |
| b. Usually makes sound decisions (decisions which are relevant, based on guidelines and other resources).....   | <input type="checkbox"/> NA<br><input type="checkbox"/> DS | <input type="checkbox"/> NA<br><input type="checkbox"/> DS |
| c. Sometimes does not evaluate all relevant data before arriving at a decision. ....                            | <input type="checkbox"/> NA<br><input type="checkbox"/> DS | <input type="checkbox"/> NA<br><input type="checkbox"/> DS |
| d. Makes poor decisions, avoids making decisions. ....  | <input type="checkbox"/> NA<br><input type="checkbox"/> DS | <input type="checkbox"/> NA<br><input type="checkbox"/> DS |

Comments:

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Category Rating: \_\_\_ Exceeds Requirements \_\_\_ Fulfills Requirements \_\_\_ Needs Improvement

**5. Effort/Initiative: Extent that the employee sees what needs to be done and does it without being told or reminded.**

**Commitment to get the work done and furthering the Division mission.**

Supervisor Employee

- |  |  |  |
|--|--|--|
| a. Is consistently self-directed while honoring policy limits; behavior exemplifies Division mission. ....                                       | <input type="checkbox"/> NA<br><input type="checkbox"/> DS | <input type="checkbox"/> NA<br><input type="checkbox"/> DS |
| b. Takes initiative to work on tasks, puts forth adequate effort to achieve job requirements, behavior is consistent with Division mission. .... | <input type="checkbox"/> NA<br><input type="checkbox"/> DS | <input type="checkbox"/> NA<br><input type="checkbox"/> DS |
| c. Needs occasional prompting, puts forth minimal effort, behavior occasionally supports Division mission.....                                   | <input type="checkbox"/> NA<br><input type="checkbox"/> DS | <input type="checkbox"/> NA<br><input type="checkbox"/> DS |
| d. Needs frequent prompting; puts forth no effort, behavior may contradict Division mission. ....  | <input type="checkbox"/> NA<br><input type="checkbox"/> DS | <input type="checkbox"/> NA<br><input type="checkbox"/> DS |

Comments:

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Category Rating: \_\_\_ Exceeds Requirements \_\_\_ Fulfills Requirements \_\_\_ Needs Improvement

**6. Planning and Organizing: Orderliness, efficiency and planning ahead.**

	Supervisor	Employee				
a. Able to anticipate events and organize work effectively in unusual or emergency situations. .....	<table border="1"><tr><td>NA</td><td>DS</td></tr></table>	NA	DS	<table border="1"><tr><td>NA</td><td>DS</td></tr></table>	NA	DS
NA	DS					
NA	DS					
b. Highly efficient and organized; plans ahead; strong overall sense of work priorities	<table border="1"><tr><td>NA</td><td>DS</td></tr></table>	NA	DS	<table border="1"><tr><td>NA</td><td>DS</td></tr></table>	NA	DS
NA	DS					
NA	DS					
c. Efficient, plans work and utilizes time properly, realizes work priorities. ....	<table border="1"><tr><td>NA</td><td>DS</td></tr></table>	NA	DS	<table border="1"><tr><td>NA</td><td>DS</td></tr></table>	NA	DS
NA	DS					
NA	DS					
d. Occasional tendency to put work off, work backs up. ....	<table border="1"><tr><td>NA</td><td>DS</td></tr></table>	NA	DS	<table border="1"><tr><td>NA</td><td>DS</td></tr></table>	NA	DS
NA	DS					
NA	DS					
e. Little inclination for devising better means of managing time, poor organizer. ....	<table border="1"><tr><td>NA</td><td>DS</td></tr></table>	NA	DS	<table border="1"><tr><td>NA</td><td>DS</td></tr></table>	NA	DS
NA	DS					
NA	DS					
Comments: _____ _____						

Category Rating: \_\_\_ Exceeds Requirements \_\_\_ Fulfills Requirements \_\_\_ Needs Improvement

**7. Internal Communication: The degree to which the employee engages in and takes responsibility for two-way communication with co-workers, supervisors, and subordinates.**

	Supervisor	Employee				
a. Consistently demonstrates the ability to listen effectively, clarifying statements of others as necessary and articulates thoughts clearly and appropriately. ....	<table border="1"><tr><td>NA</td><td>DS</td></tr></table>	NA	DS	<table border="1"><tr><td>NA</td><td>DS</td></tr></table>	NA	DS
NA	DS					
NA	DS					
b. Demonstrates ability to listen and process information effectively and accurately.	<table border="1"><tr><td>NA</td><td>DS</td></tr></table>	NA	DS	<table border="1"><tr><td>NA</td><td>DS</td></tr></table>	NA	DS
NA	DS					
NA	DS					
c. Has difficulty listening, does not always transfer accurate information effectively, and does not always articulate thoughts clearly and appropriately. ....	<table border="1"><tr><td>NA</td><td>DS</td></tr></table>	NA	DS	<table border="1"><tr><td>NA</td><td>DS</td></tr></table>	NA	DS
NA	DS					
NA	DS					
d. Does not listen or articulate thoughts clearly and appropriately; may perpetuate misinformation. .....	<table border="1"><tr><td>NA</td><td>DS</td></tr></table>	NA	DS	<table border="1"><tr><td>NA</td><td>DS</td></tr></table>	NA	DS
NA	DS					
NA	DS					
Comments: _____ _____						

Category Rating: \_\_\_ Exceeds Requirements \_\_\_ Fulfills Requirements \_\_\_ Needs Improvement

**8. Personal and Job Growth: The degree to which the employee seeks to expand professionally.**

Supervisor Employee

- |   |          |          |
|---|----------|----------|
| a. Actively pursues opportunities for growth and development. ....  | NA<br>DS | NA<br>DS |
| b. Seeks out feedback and makes extra effort to improve, regularly accepts and takes advantage of opportunities for growth and development. ....                    | NA<br>DS | NA<br>DS |
| c. Accepts performance feedback; makes effort to change and sustains that effort; attends mandatory training as required.....                                       | NA<br>DS | NA<br>DS |
| d. Has difficulty accepting performance feedback and expresses little interest in training opportunities; requires prompting to sign up for required training. .... | NA<br>DS | NA<br>DS |
| e. Ignores performance feedback; consistently refuses offers for skills training or professional development; does not sign up for required training. ....          | NA<br>DS | NA<br>DS |

Comments:

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**Category Rating:** \_\_\_ Exceeds Requirements \_\_\_ Fulfills Requirements \_\_\_ Needs Improvement

**9. Customer Service: The degree to which the employee views customers as partners and facilitates access to services, without regard to individual differences.**

Supervisor Employee

- |  |          |          |
|--|----------|----------|
| a. May identify customer service trends and applies creative thinking to improve all aspects of customer service while providing high quality service to all customers. .... | NA<br>DS | NA<br>DS |
| b. Solicits feedback from all customers and communicates this information to appropriate staff.<br>.....   | NA<br>DS | NA<br>DS |
| c. Exhibits commitment to fulfilling our obligation to serve all customers. ....   | NA<br>DS | NA<br>DS |
| d. Exhibits limited commitment to the need to incorporate customer service concepts into routine.<br>.....   | NA<br>DS | NA<br>DS |
| e. Exhibits no commitment to the need to incorporate customer service concepts into practice.<br>.....   | NA<br>DS | NA<br>DS |

Comments:

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**Category Rating:** \_\_\_ Exceeds Requirements \_\_\_ Fulfills Requirements \_\_\_ Needs Improvement

**10. Contribution to Team Effort: The degree to which an employee contributes to a positive work environment through respectfulness, creativity, cooperation and teamwork.**

Supervisor Employee

- |  |          |          |
|--|----------|----------|
| a. Demonstrates positive team leadership ability; seeks opportunities to work with all persons.<br>.....   | NA<br>DS | NA<br>DS |
| b. Consistently makes positive contributions to team effort; reaches out to all team members and includes them in work efforts and team activities. .... | NA<br>DS | NA<br>DS |
| c. Makes an overall positive contribution to team effort; makes effort to include all team members in work efforts and team activities. ....             | NA<br>DS | NA<br>DS |



d. Makes minimal contributions to team effort; may exclude some team members from work efforts or team activities..... 

NA	NA
DS	DS

e. Undermines team effort; excludes some team members from work efforts or team activities.  
..... 

NA	NA
DS	DS

Comments:  
\_\_\_\_\_  
\_\_\_\_\_

**Category Rating:** \_\_\_ Exceeds Requirements \_\_\_ Fulfills Requirements \_\_\_ Needs Improvement

**11. Safety: The degree to which the employee contributes to work place safety.**

Supervisor Employee

a. Actively contributes to departmental safety efforts. .... 

NA	NA
DS	DS

b. Identifies unsafe working conditions and notifies appropriate personnel. .... 

NA	NA
DS	DS

c. Uses good judgment and follows safety guidelines. .... 

NA	NA
DS	DS

d. Occasionally neglects safety guidelines. .... 

NA	NA
DS	DS

e. Engages in unsafe behaviors; disregards safety guidelines. .... 

NA	NA
DS	DS

Comments:  
\_\_\_\_\_  
\_\_\_\_\_

**Category Rating:** \_\_\_ Exceeds Requirements \_\_\_ Fulfills Requirements \_\_\_ Needs Improvement

**12. Use of Town Resources: The degree to which the employee maintains City equipment and materials.**

Supervisor Employee

a. Exhibits a superior use and care of Town resources. .... 

NA	NA
DS	DS

b. Exhibits strong commitment to maintenance and conservation of City resources. .... 

NA	NA
DS	DS

c. Pays adequate attention to maintenance and conservation of Town equipment and resources.  
..... 

NA	NA
DS	DS

d. Makes minimal effort towards maintenance of Town equipment and resources..... 

NA	NA
DS	DS

e. Does not pay attention to maintenance of Town equipment and resources..... 

NA	NA
DS	DS

Comments:  
\_\_\_\_\_  
\_\_\_\_\_

**Category Rating:** \_\_\_ Exceeds Requirements \_\_\_ Fulfills Requirements \_\_\_ Needs Improvement

**13. Attendance: The degree to which the employee is at work and on time.**

Supervisor Employee

a. Absences or tardiness are rare. .... 

NA	NA
DS	DS

b. Absences and tardiness are within acceptable range as defined by Department policy; or the Town average if there is no Department policy. Absences may exceed Town average if there was an isolated extended period of sickness. .... 

NA	NA
DS	DS

c. Absences or tardiness exceed acceptable standard; a chronic pattern of absenteeism may exist.  
..... 

NA	NA
DS	DS



d. Is often absent or late; chronic pattern of absenteeism exists. ....

NA  
DS

NA  
DS

Comments:

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**Category Rating:** \_\_\_ Exceeds Requirements \_\_\_\_\_ Fulfills Requirements \_\_\_ Needs Improvement

**Overall Summary of Performance and Accomplishments in the last rating period:**

\_\_\_\_\_ Exceeds Requirements \_\_\_\_\_ Fulfills Requirements \_\_\_\_\_ Needs Improvement

**Goals and Areas of Job Growth for the next rating period.**

List goals as discussed between supervisor and employee. Describe how they will be achieved.

## Employee Comments

Did you choose to self-evaluate?  Yes  No

How can your supervisor/employer **support** you in your growth?

What type of training or work opportunity is needed for successful completion of your goals?

After reviewing this evaluation I choose to take the following action:

- I am in agreement with this performance appraisal; no action is needed.
- I am not in full agreement of my evaluation, discussions with my rater have failed to satisfy me but I elect to take no action.
- I choose to meet with my Department personnel to attempt to resolve my concerns. I am not waiving my rights to file a grievance in accordance with my Union contract if this meeting does not meet my needs. My Union Steward is allowed to attend if I so choose.
- I disagree with my evaluation and wish to have a meeting with the Town Manager, but am not waiving my rights to file a grievance.
- I disagree with my evaluation and intend to follow the grievance procedures as outlined in the Union contract.

### Rater and Reviewer Authorization

\_\_\_\_\_  
Rater Signature

\_\_\_\_\_  
Date

**Reviewer Comments:**

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\_\_\_\_\_  
Reviewer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Department Head/Division Head  
(if other than reviewer)

\_\_\_\_\_  
Date

**Employee Confirmation**

Comments:

Final signature: I have reviewed this evaluation, Rater and Reviewer comments, and my signature signifies that I am aware of its contents.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**APPENDIX "D-2"**

**PERFORMANCE IMPROVEMENT PROGRAM**

Improvement is necessary in the following areas, and will be reviewed in six weeks with the employee:

Performance Factors

Improvement Needed

1. Job Knowledge

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2. Quantity of Work

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3. Quality of Work

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4. Judgment and Decision Making

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5. Effort/Initiative

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6. Planning and Organization

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7. Internal Communication

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8. Personal and Job Growth

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9. Customer Service

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10. Contribution to Team Effort

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11. Safety

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12. Use of Town Resources

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13. Attendance

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Employee Comments:

Rater Comments:

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rater Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Reviewer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dept/Division Head Signature

\_\_\_\_\_  
Date

Appendix E

FY 25- 7/1/24-6/30/25										
Public Works	Step 1 Entry	Step 2 After 1 yr	Step 3 After 2 yr	Step 4 After 3 yr	Step 5 After 4 yr	Step 6 After 5 yr	Step 7 After 6 yr	Step 8 After 7 yr	Step 9 After 8 yr	Step 10 After 9 yr
Truck Driver	\$ 23.00	\$ 23.50	\$ 24.00	\$ 24.50	\$ 25.00	\$ 25.50	\$ 26.00	\$ 26.50	\$ 27.00	\$ 27.50
Equipment Operator Sewer Operator	\$ 23.84	\$ 24.34	\$ 24.84	\$ 25.34	\$ 25.84	\$ 26.34	\$ 26.84	\$ 27.34	\$ 27.84	\$ 28.34
Sr. Equipment Operator	\$ 24.64	\$ 25.14	\$ 25.64	\$ 26.14	\$ 26.64	\$ 27.14	\$ 27.64	\$ 28.14	\$ 28.64	\$ 29.14
Mechanic	\$ 24.91	\$ 25.41	\$ 25.91	\$ 26.41	\$ 26.91	\$ 27.41	\$ 27.91	\$ 28.41	\$ 28.91	\$ 29.41
Sr. Mechanic	\$ 26.71	\$ 27.21	\$ 27.71	\$ 28.21	\$ 28.71	\$ 29.21	\$ 29.71	\$ 30.21	\$ 30.71	\$ 31.21

FY 26-3%- 7/1/25-6/30/26										
Public Works	Step 1 Entry	Step 2 After 1 yr	Step 3 After 2 yr	Step 4 After 3 yr	Step 5 After 4 yr	Step 6 After 5 yr	Step 7 After 6 yr	Step 8 After 7 yr	Step 9 After 8 yr	Step 10 After 9 yr
Truck Driver	\$ 23.69	\$ 24.19	\$ 24.69	\$ 25.19	\$ 25.69	\$ 26.19	\$ 26.69	\$ 27.19	\$ 27.69	\$ 28.19
Equipment Operator Sewer Operator	\$ 24.56	\$ 25.06	\$ 25.56	\$ 26.06	\$ 26.56	\$ 27.06	\$ 27.56	\$ 28.06	\$ 28.56	\$ 29.06
Sr. Equipment Operator	\$ 25.36	\$ 25.86	\$ 26.36	\$ 26.86	\$ 27.36	\$ 27.86	\$ 28.36	\$ 28.86	\$ 29.36	\$ 29.86
Mechanic	\$ 25.63	\$ 26.13	\$ 26.63	\$ 27.13	\$ 27.63	\$ 28.13	\$ 28.63	\$ 29.13	\$ 29.63	\$ 30.13
Sr. Mechanic	\$ 27.43	\$ 27.93	\$ 28.43	\$ 28.93	\$ 29.43	\$ 29.93	\$ 30.43	\$ 30.93	\$ 31.43	\$ 31.93

**FY 27- 3%-7/1/26-6/30/27**

	<b>Step 1 Entry</b>	<b>Step 2 After 1 yr</b>	<b>Step 3 After 2 yr</b>	<b>Step 4 After 3 yr</b>	<b>Step 5 After 4 yr</b>	<b>Step 6 After 5 yr</b>	<b>Step 7 After 6 yr</b>	<b>Step 8 After 7 yr</b>	<b>Step 9 After 8 yr</b>	<b>Step 10 After 9 yr</b>
<b>Public Works</b>										
<b>Truck Driver</b>	\$ 24.40	\$ 24.90	\$ 25.40	\$ 25.90	\$ 26.40	\$ 26.90	\$ 27.40	\$ 27.90	\$ 28.40	\$ 28.90
<b>Equipment Operator Sewer Operator</b>	\$ 25.30	\$ 25.80	\$ 26.30	\$ 26.80	\$ 27.30	\$ 27.80	\$ 28.30	\$ 28.80	\$ 29.30	\$ 29.80
<b>Sr. Equipment Operator</b>	\$ 26.10	\$ 26.60	\$ 27.10	\$ 27.60	\$ 28.10	\$ 28.60	\$ 29.10	\$ 29.60	\$ 30.10	\$ 30.60
<b>Mechanic</b>	\$ 26.37	\$ 26.87	\$ 27.37	\$ 27.87	\$ 28.37	\$ 28.87	\$ 29.37	\$ 29.87	\$ 30.37	\$ 30.87
<b>Sr. Mechanic</b>	\$ 28.17	\$ 28.67	\$ 29.17	\$ 29.67	\$ 30.17	\$ 30.67	\$ 31.17	\$ 31.67	\$ 32.17	\$ 32.67

**PERSONNEL POLICY AND REGULATIONS  
FOR  
TOWN OF WINSLOW, MAINE**

**APPENDIX F**

**VANTAGECARE  
RETIREMENT HEALTH SAVINGS (RHS) PLAN  
SUMMARY OF PLAN PROVISIONS  
(Amended January 1, 2008)**

**RHS Plan Information**

**Plan Name:** *Town of Winslow*

**Plan Number:** *800551*

**Account Number:** *Your ICMA-RC assigned Reference Number*

**Eligible Employees**

The following groups of employees are eligible to participate in our VantageCare RHS Plan:  
**Town Manager, All Department Head, Full-Time Employees in the following departments:  
Administration, Assessing, Codes, Police Dept., Fire Dept., & PW Foreman**

**Participation**

Your participation in the RHS plan is mandatory; you may not choose to opt out of the RHS program. The minimum period of service required for participation is 1 year.

To enroll, simply fill out the *VantageCare RHS Plan Employee Enrollment/Change Form* and return it to your benefits office.

**Contributions**

The contribution feature(s) shown below are available in our RHS Plan. All RHS contributions are made to your account on a **pre-tax** basis. No Social Security, Medicare, or income\* taxes are payable on these amounts.

The following **contribution types** are available in our RHS plan:

**Definition of Earnings:** Base Salary; Does not include any overtime wages.

**Mandatory Employee Compensation Contributions:** Your Employer will make a mandatory contribution of 1.5% of your earnings as a reduction in salary for the Plan Year.

**Mandatory Employee Leave Contributions:** Upon separation from service, Your Employer will make mandatory contributions of accrued sick leave based on years of service as follows:

- Greater than 5 years of continuous employment and less than 10 years— The employee may place 1/6 of accumulated sick leave in the Town's Retiree Health Saving Plan.
- Greater than 10 years of continuous employment and less than 15 years— The employee may place 1/3 of accumulated sick leave in the Town's Retiree Health Saving Plan.



## PERSONNEL POLICY AND REGULATIONS FOR TOWN OF WINSLOW, MAINE

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\*Check with your benefits office regarding state taxes. Most states do not tax RHS contributions.

- Greater than 15 years of continuous employment—  
The employee may place 1/2 of accumulated sick leave in the Town's Retiree Health Saving Plan.

**Limits on Total Contributions:** There is no plan-defined limit on your total annual contributions, other than the limits outlined above for each available contribution type.

### **Vesting Schedule**

Your account is 100% vested at all times

### **Healthcare Benefits**

**Timing of Eligibility:** You are eligible to receive medical expense benefits **at retirement only**. If you terminate prior to general benefit eligibility, you will receive benefits immediately upon separation of service. You will also become eligible for benefits if you become totally and permanently disabled. Total and permanent disability as defined by the Social Security Administration.

**Permissible Medical Benefit Payments:** Medical expenses eligible for reimbursement consist of **all medical expenses eligible under Internal Revenue Code Section 213 other than direct long-term care expenses**. Amounts paid from your account to reimburse qualifying medical expenses for you, your spouse, and your dependents will be tax-free.

**Reimbursement Requests:** Once you are eligible for health care benefits, your Employer will notify ICMA-RC of your eligibility. You must also complete the *VantageCare RHS Plan Benefit Eligibility Form* to provide ICMA-RC your spouse and dependent information. Then you may begin requesting reimbursements by filing the *VantageCare RHS Plan Reimbursement Request Form*. Reimbursement requests are submitted directly to Meritain Health, ICMA-RC's third-party claims processor for RHS Plans. Meritain's address and telephone number are on the form. You may call Meritain directly with any claims related questions.

**Post-Death Account Use:** In the event of your death, your account will be transferred to your surviving and/or surviving eligible dependents for continuing tax-free healthcare benefits. If no spouse or eligible dependent survives you, the account balance will remain available to the next named beneficiary for continuing healthcare benefits. Benefits paid to non-spouse, non-dependent beneficiaries may be subject to income taxation. Upon the death of your spouse, all dependents, and all named beneficiaries, remaining assets will revert to the Employer. This will remain in effect until December 31, 2008. However, depending on further clarification from the IRS on Revenue Ruling 2006-36, the treatment of survivors and beneficiaries could change to exclude non-spouse and non-dependents.

Please refer to the *VantageCare RHS Plan Employee Enrollment/Change Form* for important information on this designation.

**Questions?** For further information on our new VantageCare RHS Plan, please contact your benefits office or ICMA-RC's Investor Services associates at 1-800-326-7272. You can also read important information about the plan in your *VantageCare RHS Plan Employee Enrollment Kit*.