

BARGAINING UNIT AGREEMENT  
BATH PUBLIC WORKS DEPARTMENT  
CEMETERIES AND PARKS DEPARTMENT  
WATER POLLUTION CONTROL FACILITY

Agreement made as of this — day of June, 2022, by and between the City of Bath, a body corporate and politic, situated in Bath, in the County of Sagadahoc and State of Maine, (herein referred to as the City), and the Bath Public Works Employees, Bath Cemeteries and Parks Department Employees, and the Bath Water Pollution Control Facility Employees, Local No.S-89 of DL-4 the International Association of Machinists and Aerospace Workers, AFL-CIO, (hereinafter referred to as the Union).

Pursuant to Title 10, Maine Revised Statutes Annotated §980, et. seq., and in consideration of the mutual promises of the parties herein contained, the parties agree as follows:

ARTICLE I. Union Security

Section 1. Recognition.

The City recognizes the Union as the sole and exclusive collective bargaining agent for the members of the Bath Public Works Department, members of the Bath Cemeteries and Parks Department, and members of the Bath Water Pollution Control Facility, with the exception of the Department Heads of the Public Works Department, Cemeteries and Parks Department, the Supervisor of the Water Pollution Control Facility and any clerks or office personnel not performing the duties of a Public Works employees, Cemeteries and Parks employees or Waste Water employees. The purpose of this recognition is to permit the Union to bargain collectively for its members concerning wages, rates of pay and other terms and conditions of employment, including the sole responsibility for handling all employee grievances.

Section 2. Certification.

Full-time employees who are members of the Public Works Department, Cemeteries and Parks Department and Water Pollution Control Facility at the time of execution of this agreement shall be certified to be permanent members of the Department by the City Manager. References in this Contract to Department Head shall include as appropriate the Department Head of the Public Works Department, the Cemeteries and Parks Department Superintendent, and the Supervisor of the Water Pollution Control Facility.

Section 3. Seniority List.

The City Manager shall establish a seniority list for Public Works/Cemeteries and Parks and a seniority list for Waste Water Treatment, and it shall be brought up-to-date on the first of January of each year and posted at the Public Works Department bulletin board and the Water Pollution Facility bulletin board. A copy of the seniority list shall be mailed to the Secretary of the Union. Any objection to the seniority list as posted shall be reported to the Bath City Manager, in writing, within ten (10) calendar days following the posting of such list.

Preference shall be given to employees of longest service as established by the seniority list as follows:

1. Preference as to time of vacations.
2. Preference as to promotions, skill and ability being relatively equal.
3. Preference as to assignment of particular jobs when a vacancy occurs, skill and ability being relatively equal. Any vacancies shall be posted in all Union facilities for three (3) working days prior to being advertised to the public.
4. Preference as to shift, and days of the week to be worked.
5. Preference as to the opportunity to be assigned to new equipment.

The terms "skill and ability" shall be interpreted and used according to historical application. Any testing to show skill and ability will be observed by a Union Representative, provided that the presence of the Union Representatives does not unreasonably delay testing.

#### Section 4. Reduction of Work Force Recall.

In the event of a reduction in the work force, then the employees with the least seniority in the respective classification shall be laid off first and the employee with the most seniority shall be rehired first providing, however, that employee is qualified to fill the vacant position, or positions, and no new employee shall be hired until all employees on layoff shall have the opportunity to return to work provided, however, that the recalled employee has the skill and ability, as determined by the City Manager, to fill the vacant position. If the laid off employee is not the employee with the least seniority within the Division, Division being defined as the Public Works Division, the Cemeteries and Parks Division, the Landfill/Solid Waste Division, and the Wastewater Treatment Facility Division, then the person proposed for lay off shall have the option of filling the position of the least senior employee in that Division if employee is qualified to fill that position with minimal training, and the least senior employee will be laid off.

The employees' right to recall shall expire eighteen (18) months after the date of layoff. If the City determined to recall laid off employees, then the laid off employee shall be sent correspondence by certified mail, advising that employee that they may resume a position with the City. The employee must respond to the certified mail within seven (7) days as to whether or not he/she desires to be re-employed. If re-employment is indicated, the employee shall report to work no later than one week after notice to accept re-employment is given.

#### Section 5. Dues Check Off.

The City agrees to check off all dues from employees who are members of the Union, when the employee authorizes said check-off in writing to the City Treasurer, and transfer of said dues to the Union, within thirty (30) days, unless accounting systems and procedure preclude compliance.

The employee shall have the opportunity to participate in a voluntary monthly check-off privilege for the machinist non-partisan political league. Should the employee elect to participate in this program then the City shall withhold the authorized amount and pay it over to the Union in a separate check in the same manner as the dues check-off.

Section 6. Protection from Discrimination

The City agrees to provide equal opportunity to all employees with respect to appointments and general working conditions, without regard to union membership, race, color, sex, sexual orientation, physical or mental disability, genetic pre-disposition, religion, age, ancestry or national origin, or any other legally protected category.

ARTICLE II. Management Rights and Departmental Rules

Section 1. Management Rights.

The City shall have exclusive right to hire, promote, demote, transfer, increase or decrease the work force, suspend or otherwise discipline and discharge for cause any employees of the Public Works Department, Cemeteries and Parks Department, and Waste Water Pollution Control Facility and to enforce work rules. The within enumerated rights are solely vested in the City, subject to the provisions of the City Charter and Rules and Regulations adopted pursuant thereto and subject to these provisions of this Agreement. Any appeal of the exercise of the City's rights pursuant to this section shall be in accordance with the Grievance Procedure outlined in Article XIII of this agreement.

Section 2. Working Rules.

When existing rules are changed, or new rules are established, they shall be posted prominently not less than seven (7) day prior to becoming effective.

Section 3. Layoff Notice.

The Union shall be notified in writing of any layoff and the affected employee shall have the right to use the grievance procedure as outlined in the contract. In the case of a non-disciplinary layoff, the employee will be given five working days' notice.

Section 4. Probationary Period.

Each new permanent hire shall serve a probationary period of one (1) year from the date of hire.

ARTICLE III. Work Week

Section 1. Regular Work Week.

The regular work of all employees shall consist of a five-day, forty (40) hour week, Monday through Friday, between the hours of 6:30 a.m. and 3:00 p.m., with a one-half hour lunch break, from 11:30 a.m. to 12:00 noon, unless said regular work week is modified by the Department Head as a change in work rules, except for special assignments, said special assignments to mean the winter night crews, assignments to the City Solid Waste Facility and Street Sweepers. For the Public Works and Cemeteries and Parks employees there shall be a coffee break as close as possible to 8:30 a.m. For the Water Pollution Control Facility employees there shall be a coffee break not exceeding 15 minutes, one in the a.m. and one in the p.m. The City has the unilateral right to alter or amend these work hours at its discretion with proper notice to the Union.

Section 2. Solid Waste Facility.

The regular work week for those assigned to the City Solid Waste Facility shall also consist of a forty (40) hour work week, and Saturdays shall be considered as part of the regular work week and not considered for overtime purposes. However, when an employee is assigned to the City Solid Waste Facility for a temporary period not to exceed one week and has worked forty (40) hours prior to Saturday, then Saturday will be considered for overtime purposes.

Section-3. Special Assignments.

The regular work week for those assigned by the City Manager and Department Head to special assignments shall consist of a forty (40) hour work week, and any Saturdays and Sundays included in the forty (40) hour week shall be considered as part of the regular work week and not considered for overtime purposes.

Section 4. Emergency Situations.

The City agrees that during snow-plowing, or other emergency situations, for every four (4) hours worked by an employee, there shall be one-half hour break with pay.

ARTICLE IV. No Strike Clause

The protection of the public health, safety and welfare demands, and the Union agrees, that the permanent members of the Bargaining Unit shall not have the right to strike or engage in any work stoppage or slow-down during the life of this contract, and the City will not conduct any illegal lock-out.

ARTICLE V. Wages

Section 1. Regular Wages.

Regular wages shall be paid as set forth in the City Pay Plan for the Bargaining Unit employees, attached as Schedules A, B, C & D to this contract, Schedule A will be effective July 1, 2022 and running through December 31, 2022, Schedule B will be effective January 1, 2023 and running through December 31, 2023, Schedule C will be effective January 1, 2024 and running through December 31, 2024, and Schedule D will be effective January 1, 2025 and running through June 30, 2025.

Section 2. Public Works Testing Program.

With regard to a testing program, the City shall allow each employee, beginning with the employee's anniversary date, to be given an opportunity to be trained and qualified in the next higher classification. i.e. A driver may be trained as a heavy equipment operator. The amount of training and times when training is permitted shall be subject to the absolute discretion of the Public Works Director, so that the same will not interfere with the normal functioning of the Public Works Department. After proper training has been received on each piece of equipment, the employee may request that a test be given, and after certification by the foreman that the employee is qualified to take a test, such test will be conducted by the foreman and the Public Works Director. Upon successful completion of the test, the employee will be eligible for operation of such equipment for which employee has been duly certified.

A Bargaining Unit employee specifically assigned to train another employee on a particular piece of equipment or job activity shall receive work leader pay.

### Section 3. Differential Pay.

In instances where an employee was assigned to work in a higher classification, for two hours or more, then the City agrees to pay a differential pay, for the entire full time work day, in the higher classification, equal to the step in the higher classification that is immediately above the employee's normal rate of pay. For example, if the employees work day is eight (8) hours, the employee would have to work at least two (2) hours to be paid for the full eight (8) hours at the higher classification. If the employees work day is ten (10) hours, the employee would have to work two (2) hours or more in the higher classification. Differential pay shall be due when assigned by the Department Head or their designee to work at the higher classification and all decisions as to what constitutes work at the higher classification shall be at the discretion of the Public Works Director. Prior to any employee being eligible for differential pay, said employee must pass a performance test on the equipment to be operated at the higher level, subject to the satisfaction of the Department Head or their designee. After review and approval by the Supervisor, in instances where the performance of the employee working out of classification is deemed to be at a higher level of skill, then the employee's pay while so engaged may be advanced beyond the next level in the higher classification.

### Section 4. Overtime.

Bargaining Unit personnel will receive overtime pay for all work in excess of forty (40) hour in any one work week, at the rate of time and one-half. All work performed on Saturday or Sunday shall be paid for at the rate of time and one-half, excluding the overtime pay for those employees affected by Article III, Sections 2 and 3, of the within contract. Management retains the exclusive right to determine conditions and circumstances where overtime shall be utilized. The Union shall be responsible for providing manpower with proper training and skills to meet the overtime job requirements. If the Union is not able to provide appropriate skilled manpower, then Management reserves the right to assign overtime to meet the needs of the particular Department. All overtime work shall be on a voluntary basis except when emergency conditions exist, the existence of said emergency conditions to be determined by the Supervisor. For Bargaining Unit members of the Water Pollution Control Facility regularly scheduled overtime as assigned on a weekly basis for maintenance of the facility shall be mandatory. In addition those employees responsible for alarms shall respond on a mandatory basis and a vehicle shall be at their disposal.

### Section 5. Work Week.

Vacation, Union business with prior approval (said approval not to be unreasonably withheld), authorized sick leave and authorized funeral leave taken in any work week is to be counted toward the forty (40) hour week for overtime purposes.

### Section 6. Call in Time.

Call-in time is to be computed at three hours pay. Any employee reporting on call-in and requesting to leave due to sickness shall be paid only for time worked.

Section 7. Longevity Pay.

All employees covered by this Agreement shall receive an annual payment of longevity pay at the rate of \$1.00 per month for each month of service after forty-two (42) months. The maximum period for which credit shall be given in the form of longevity pay shall not exceed twenty-five (25) years, not to exceed \$300.00.

For purposes of compliance with Fair Labor Standards Act, and only to the extent that such compliance is required, longevity pay shall be figured into the hourly rate by taking the total amount of longevity paid to the employee in the previous calendar year and dividing by 2,080. That hourly rate shall then be multiplied time 1.5 to arrive at an hourly overtime rate and then applied to the hours of overtime worked by the employee during the previous fiscal year. This amount shall be calculated in January of the next calendar year and paid on or before January 31st in a separate check.

Section 8. Merit Increase.

Any increase in accordance with the City Pay Plan attached as Exhibit A, shall be in accordance with a merit increase system. Any employee shall be eligible to apply for an increase to the next pay step. The employee shall be judged with respect to their application for merit increase in accordance with the following: Attendance at work; Attitude; Initiative; Ability to complete assigned tasks; Amount of supervision necessary; Overall performance; Comparison of performance and other factors with fellow employees; and, in cases where appropriate, the manner and safety of operation of vehicles and equipment.

A request for merit increase shall be initiated by a review requested by the employee and conducted by the foreman or Department Head as appropriate. The results of the review in accordance with the above established criterion shall be submitted with a recommendation to the Department Head. The Department Head shall make a determination as to whether or not the employee merits the increase. Any employee not agreeing with the decision of the Department Head shall have the right to appeal the decision to the City Manager. Any further activity shall be handled in accordance with the personnel procedures of the City of Bath and grievance procedures pursuant to this Contract.

The City shall respond to all requests for merit increases within thirty (30) days of the initial request. If response is not made within that time frame and an increase is granted, such increases shall be retroactive back to the date on which the response should have been received, i.e. 30 days from the date of the initial request.

Section 9. Call in Meals Stipend.

The City will provide reimbursement for employee breakfasts in those instances where the employee is required to work due to winter storms or similar unexpected events two (2) hours before the commencement of the shift. The City will provide reimbursement for employee dinners in those instances where the employee is required to work due to winter storms or similar unexpected events for the entire period of time commencing before 3:00 p.m. It is understood that the employee will be responsible for assuming their own expenses, and will have the right to claim reimbursement for breakfast and dinner based on the per diem meal rates determined by the US

General Services Administration for zip code 04530 on the date of call-in. The increases in reimbursements shall take effect upon final approval of this Bargaining Agreement.

Section 10. CDL License.

Should a Bargaining Unit member be required as part of their job function to have a commercial driver's license (CDL) endorsement, the City will reimburse the member for the cost of obtaining and maintaining such license endorsement.

Section 11. Wastewater Renewal Licenses.

The City shall pay the cost of renewal for Water Pollution Control Facility employees who have wastewater licenses.

Section 12. Tool Allowance

The Mechanics in the Public Works Department and the Cemeteries and Parks Department shall be provided with a tool allowance for the purpose of purchasing new and replacement tools. Effective July 1, 2022, the tool allowance shall be \$1200.00 per Mechanic per year.

Section 13. Public Works Department Roads Scholar Bonus

For each Public Works employee who is certified as a Roads Scholar under the State Roads Scholar Program, the City will pay to that employee a one-time bonus of \$100.00. In addition, the four (4) employees who have been previously certified by the State of Maine as Roads Scholars shall be paid the one-time bonus retroactively.

Section 14. Phone Stipend

Any employee who volunteers to use their personal phone for internal communications will receive a stipend of \$20 per month. Failure to answer the phone on multiple occasions or provide a timely response may result in forfeiture of the stipend.

ARTICLE VI. Health Insurance

The City agrees to participate in the cost of health insurance by offering the Maine Municipal Employee Health Trust's PPO-500 plan, or the equivalent thereof. The premium cost of the policy coverage selected by the employee (i.e. single, family) shall be divided between the employee and the employer with the employee assuming fifteen percent (15%) of the premium cost and the employer assuming eighty-five percent (85%) of the premium cost. In addition, the City of Bath will provide a back-loaded Health Reimbursement Arrangement (HRA) at the rate of eighty percent (80%) of the deductible and co-insurance expenses as defined by the Anthem Plan for each employee enrolled in the City's Health Insurance Program. The City shall also contribute one hundred dollars (\$100.00) annually to a Flexible Spending Account (FSA) for each enrolled employee.

ARTICLE VII. Holiday Pay

Bargaining Unit personnel covered by this agreement shall receive holiday pay for the following holidays according to State Law:

New Year's Day  
 Patriot's Day  
 Memorial Day  
 Juneteenth  
 Independence Day  
 Labor Day  
 Indigenous Peoples Day

Veteran's Day  
 Thanksgiving Day  
 Day After Thanksgiving  
 Christmas Day  
 Floating Holiday\*  
 Personal Day\*

\* The Personal Day and Floating Holiday shall be taken only with the prior approval of the Department Head, said approval to be requested not less than twenty-four (24) hours in advance. Up to three (3) Personal Days/Floating Holidays may be carried forward into the next fiscal year. They may be taken in one hour increments.

In the event that an employee has to work any of the above listed days, employee shall receive their regular pay plus an additional time and one-half for any work performed on a paid holiday with the exception of the Personal Holiday and the Floating Holiday. On Thanksgiving, Christmas Day and New Year's Day only, an employee who is called to work shall be paid their regular pay plus double-time for any time worked.

Holidays falling on Saturday shall be deemed to fall on the Friday prior, and holidays falling on Sundays shall be deemed to fall on the Monday subsequent, for purposes of implementation of this Article.

ARTICLE VIII. Vacation Leave

Section 1. Accrual.

Employees eligible for vacation rights shall receive the following:

- Two (2) weeks after one (1) year;
- Three (3) weeks after five (5) years;
- Four (4) weeks after fifteen (15) years;
- Five (5) weeks after twenty (20) years  
 of consecutive employment.

Probationary employees may begin utilizing accrued vacation after six (6) months of employment.

Section 2. Increments.

Employees shall be allowed to take vacation in two (2) hour increments with the approval of the Department head.

Section 3. Payment on Separation.

Any pay accrued for vacation leave due to an employee upon their separation from employment, shall be paid over to that employee or to their designated beneficiary in the case of the employee's death.

#### Section 4. Personal Days

For purposes of this Agreement only, employees will have one additional personal day for each contract year. If the employee does not take their one personal day within the contract year, the employee will lose that day. A contract year is defined as July 1-June 30.

### ARTICLE IX. Sick and Other Leave

#### Section 1. Accumulation and Use.

Members of the Bargaining Unit shall be permitted twelve (12) days paid sick leave per year which will be accumulated to a total of ninety (90) days. In no event shall an employee accumulate more than ninety (90) days of unused sick leave. up to forty hours may be used for verifiable family related illnesses. This may be used in two hour increments and verification of the nature of the illness of the family member shall be provided. The City Manager, or the Manager's designee, may require proof of sickness by certificate of attending physician if the employee is absent five days or longer, provided however, if the City suspects the employee may be misusing or abusing sick leave, the City reserves the right to request documentation necessary to investigate its concerns. Sick leave shall be applicable to a bona fide doctor or dentist appointment, subject however to prior approval, at least one day in advance, by the Department Head.

Probationary employees may begin utilizing accrued sick leave after six (6) months of employment.

#### Section 2. Work Related Injuries.

The City provides workers' compensation coverage which provides income and other benefits covering work-related injuries and/or disabilities, to all employees. The City will follow all state and federal laws and the procedures and policies directed by the workers' compensation insurer. An employee may elect in writing to use his/her accumulated paid leave to pay for or offset the cost of benefit deductions and union dues.

#### Section 3. Sick leave Pool.

Any leave accumulated after an employee has accrued the maximum total of ninety (90) days, will be credited to the Department Head sick leave pool. Any retiree who is leaving the employment of the City (but is not moving to new employment) may donate accumulated sick leave to the sick leave pool. This pool may accumulate up to a maximum of five hundred (500) hours. Any member of the Union who, because of serious or extended illness, or other extenuating circumstances, is without sick leave, may draw sick leave from this pool. The leave shall be drawn at the discretion of the Department Head, after reviewing the employee's previous use of sick time. The Department Head will notify the Union in order that they may be advised as to the request and have an opportunity to have input and provide information to the Department Head. The decision made by the Department Head shall not be reviewable, however, no reasonable request will be denied.

#### Section 4. Maine Earned Paid Leave Law

The parties acknowledge that the provisions of time off in this Agreement provide a greater benefit than the law requires. Time off used and requested will be applied to the appropriate

accrual. In the event that the request for time off needed does not clearly fall into one of the permitted leaves provided by this Agreement, and is otherwise time off permitted by MEPL, leave will be deducted from vacation/sick time and can be taken in one hour increments. The first forty (40) hours of any leave taken at the beginning of each year, will be designated as MEPL.

#### ARTICLE X. Funeral Leave

In the event of a death occurring in the immediate family of a permanent member of the Bargaining Unit, that member shall be granted four (4) consecutive working days off without loss of pay, at the discretion of the Department Head, said leave not to be unreasonably withheld. Immediate family shall be defined to include mother, father, step parent, spouse, child, sister, brother, mother-in-law, father-in-law, stepchild, grandparents, sister-in-law, brother-in-law and grandparents of spouse, and one (1) working day off without loss of pay, at the discretion of the Department Head, said leave not to be unreasonably withheld in the event of the death of an aunt, uncle, nephew or niece.

#### ARTICLE XI. Court Leave

Bargaining Unit employees called upon for jury service will receive their regular salary from the City during jury service, less the amount received for serving on a jury. Any employee summonsed as a witness on behalf of any local, county, state or national government shall be granted Court Leave, and will receive their regular salary from the City during such service, less the amount received for serving as witness. The payment of a regular salary, less any fees received for services concerning a summons for a non-government purpose shall be left up to the discretion of the City Manager.

#### ARTICLE XII. Health and Safety

##### Section 1. Protective Clothing.

The City shall provide each employee of the Bargaining Unit with all protective clothing as necessary for their protection and safety in the course of their duties. Any employee requesting new or replaced protective clothing must provide evidence of need through proof of need for replacement. This shall include prescription safety glasses at a cost not to exceed \$200.00 per person.

##### Section 2. Reporting.

All non-emergency safety violations, hazards and concerns, shall be brought to the attention of the Facility Supervisor by submitting, in writing, a Memorandum delineating the nature of the violation, hazard or concern, its location, and any suggested remedial action. The Facility Supervisor shall respond to the Memorandum in writing within five (5) days and shall indicate what remedial action, if any, is required and the time table for such. In the absence of the Facility Supervisor, all such Memorandums shall be forwarded directly to the City Manager.

##### Section 3. Safety Committee.

The Union will provide an ongoing representative to the City's Safety Committee, to attend Safety Committee meetings and participate in all Safety Committee activities on behalf of the Bargaining Unit.

Section 4. Shots.

The City agrees to provide all affected employees with such shots that are deemed medically advisable given the employees exposure to various material that may impose a health hazard.

ARTICLE XIII. Grievance Committee - Grievance Procedures

Section 1. Committee.

The Grievance Committee of the Union shall be composed of three (3) members of the said Union and their names shall be filed with the Department Head and the City Manager. Any changes in the membership of the Grievance Committee shall be reported within ten (10) days to the Department head and the City Manager. It shall be the role of the Grievance Committee to process grievances after the Steward has filed a grievance and heard it with the Foreman and to decide whether the grievance gets moved forward and to present such grievance if found to have merit to the Department Head for processing.

Section 2. Procedures.

All Grievances arising during the term of this agreement shall be submitted in writing, within ten (10) days of its occurrence, to the Department Head. The Department Head shall render their decision, in writing, on all grievances within seven (7) calendar days from the date of submission of any grievance to him. If the decision of the Department Head does not resolve a grievance, an appeal may be taken to the City Manager and such appeal must be submitted, in writing, within seven (7) calendar days of the time that the Department Head's decision is rendered to the Grievance Committee. The City Manager shall render their decision on a grievance appeal, in writing, to the Union within seven (7) calendar days following the receipt of the appeal by him. If the decision of the City Manager does not resolve a grievance, an appeal may be taken to a single Arbitrator furnished pursuant to the Rules of the Maine Board of Arbitration and Conciliation, by filing an intention to so appeal with the City Manager not later than seven (7) working days from the date of receipt of the decision of the City Manager by the Union. The decision of the said Arbitrator shall be final and binding upon all parties, subject to available appeal rights.

Section 3. Powers of Arbitrator.

The Arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of the Contract or to make any award requiring the commission of any act prohibited by law, or to make any award that is itself contrary to law or violates any of the terms and conditions of this Contract.

ARTICLE XIV. Retirement

The City agrees to provide retirement benefits through the Maine Public Employee Retirement System's Participating Local District plan (MEPERS' PLD plan). The City agrees to enroll eligible members in the Special Services Retirement Plan 2 (also known as 2C), and follow all regulations determined MEPERS.

#### ARTICLE XV. Severability Clause

In the event that a provision of this Agreement is found to be in conflict with any law of the State of Maine or Ordinance of the City of Bath, such invalidity shall not affect the validity of the remaining provisions.

#### ARTICLE XVI. Cost Savings Bonus Plan

There will be a bonus paid to employees responsible for cost savings proposals. These proposals must be submitted in writing to the City Manager, and their implementation approved by the City Manager or the Department Head. In those instances where the implementation results in a cost savings, the employee shall be paid fifty per cent (50%) of such savings up to a maximum amount of \$500.00 for the first six-month period that the cost savings plan is in effect. The cost savings proposal shall be submitted on forms provided by the City. The City Manager shall respond to cost savings proposals within sixty (60) calendar days of submission.

#### ARTICLE XVII. Work Clothes

##### Section 1. Public Works/Cemeteries and Parks.

The City agrees to provide suitable work clothes, consisting of pants, shirt and winter jacket, for all members of the union including probationary employees, at the expense of the City. The City shall have the exclusive right to determine the supplier. The City will replace work clothes items that are damaged or destroyed as a result of work-related activities. The employee will be responsible for paying for replacement of work clothes items resulting from any damage or loss unrelated to work activities. The City agrees to provide appropriate work boots for each employee as appropriate and on an as needed basis, up to a maximum amount of \$300.00 per year. Boots shall be replaced as appropriate when they are deemed to be unserviceable or, if appropriate, may be repaired. All boots being replaced shall be turned in to the City. The maximum limit of \$300.00 per year may be exceeded if damaged by accident. The cost of the boots shall be billed directly to the City. The boots so purchased shall be limited to work use for the Bath Public Works Department, and for coming and going to and from work. Use of the boots during off-duty hours shall be prohibited.

##### Section 2. Water Pollution Control Facility.

The City agrees to provide adequate uniforms, and to further provide facilities at the Water Pollution Control Facility for washing and drying of said uniforms. The City agrees to provide appropriate work boots for each employee as appropriate and on or as needed basis, up to a maximum amount of \$300.00 per year. Boots shall be replaced as appropriate when they are deemed to be unserviceable or, if appropriate, may be repaired. All boots being replaced shall be turned into the City. The maximum limit of \$300.00 per year may be extended if damaged by accident. The cost of the boots shall be billed directly to the City. The boots so purchased shall be limited to work use for the Water Pollution Control Facility, and for coming and going to and from work. The use of boots during off-duty hours shall be prohibited.

Section 3. Cemeteries and Parks Facility

The City agrees to provide adequate uniforms, and to provide facilities at the Cemeteries and Parks Facility for washing and drying of said uniforms.

ARTICLE XVIII. Working Supervisors.

Section 1. Inside Foreman-Chief Mechanic.

The Union recognizes a non-Union position known as the Inside Foreman - Chief Mechanic, and agrees that the person filling that position shall perform all assigned mechanic's works in addition to supervisory responsibilities.

Section 2. Water Pollution Control Facility Supervisors.

It is understood that Supervisors may from time to time perform tasks normally assigned to members of the Bargaining Unit this includes activities necessary to be performed by a Supervisor in the capacity of Plant Supervisor.

ARTICLE XIX. Maintenance of Vehicles

Each employee shall be responsible for routine maintenance of the vehicle(s) assigned to him, such maintenance to be performed without differential pay. The Shop Foreman shall be responsible for assignment of such maintenance, and all such maintenance shall be supervised by him or their designee. Routine maintenance shall be defined as the greasing of vehicles, changing (but not mounting) of tires, and minor repairs such as the changing of fuses, bulbs or replacing wiper blades.

ARTICLE XX. Leaves of Absence

Section 1. Reasonable Purpose.

Leaves of absence without pay, not to exceed twelve (12) months may be granted for a reasonable purpose. Such leaves shall be approved by the Department Head and the City Manager and shall be subject to the discretion of the City Manager. Any such leaves may be extended or renewed beyond the twelve (12) month period at the discretion of the City. No leave of absence will be granted to any employee in order to accept employment outside the City of Bath. Any individual granted a leave of absence has the option of returning to his/her original position if available or to a substantially equivalent position.

Section 2. Family and Medical Leave.

Family and medical leave without pay shall be granted for a period of time not to exceed twelve (12) weeks at the request of the employee, and in accordance with the provisions of State and Federal Family and medical Leave Acts.

Section 3. Medical Leaves.

Medical leaves, in addition to medical leave under State and Federal statutes, without pay shall be granted to an employee upon proof supplied by their physician that the employee suffers from a non-work related condition or occurrence that causes them to be unable to perform their job duties. Such leave may be up to a twelve (12) month period and may be extended for an

additional six (6) month period at the discretion of the City, said extension not to be unreasonably denied should the condition or occurrence so warrant. At any time during the medical leave the City shall have the right to request an independent medical examination from a medical health professional, and if requested by the City, such examination shall be at the City's expense. In addition, the City shall have the right to have access to all medical records, reports and documentation regarding the employee's condition. The employee will be responsible for providing documentation from appropriate medical health professionals that the employee is capable of performing all job related duties prior to returning to work. Employees, upon returning to work, shall be returned to their original position if available or to a substantially equivalent position. In order to support the continuation of a medical leave, there will need to be a demonstration that the employee will have the capacity to return to work at some point within a reasonable time frame.

#### Section 4. Educational Leaves.

Educational leaves without pay may be granted by the City Manager at the discretion of the City. The educational leave shall be for the purpose of upgrading the individuals work related skills or professional ability. Employees may also request time off without pay to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade their work related skills or professional ability. If participation by the employee in the educational program is at the request of the employer, the employer will pay full costs of the program including wages and benefits.

#### Section 5. Military Leave.

Military leave shall be granted in accordance with applicable law.

#### Section 6. Suspension of Benefits.

During the period of any unpaid leave of absence, except military leave, all benefits including accrual of sick leave, vacation, holiday pay, health insurance (except where prohibited by Statute), and seniority shall be suspended except that the employee may continue his or her health insurance benefits through the City at his/her own expense.

### ARTICLE XXI. Mandatory Call-back

All permanent members of the department will be required to respond to the department for work assignments in emergency situations when such work assignment is necessary at the discretion of the Department Head or their designee. All such mandatory call-back will be paid at overtime rates.

### ARTICLE XXII. Residency Requirement

All current employees of the department shall be required to maintain their primary residence within a ten mile radius of their work location. Employees hired after July 1, 1999 shall, within six months of having achieved permanent employment status, locate their primary residence so as to be within thirty minutes driving time from the City limits. The driving time shall be measured at posted speeds under normal driving conditions. If there is a disagreement as to whether a particular residence falls within the thirty minutes\_time frame, then a calibrated police cruiser

driven by a law enforcement officer shall drive the route at posted speeds under normal conditions to determine the time.

ARTICLE XXIII. Computer Training

For employees who's regular job function includes the use of computers, a minimum of eight (8) hours of computer training shall be offered and required.

ARTICLE XXIV. Term of Agreement

The term of this contract shall be from July 1, 2022, through June 30, 2025.

IN WITNESS WHEREOF, the parties hereto have interchangeably set their hands and seals as of the day and year first above written.

WITNESS



CITY OF BATH

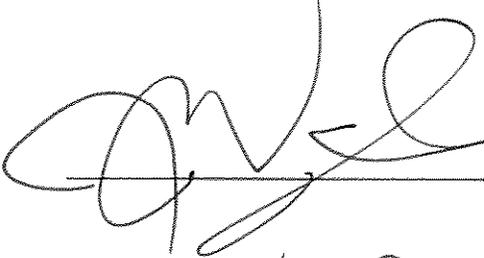
  
By: Mare S. Meyers  
City Manager

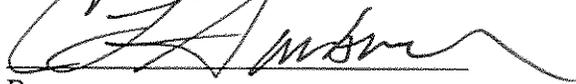
WITNESS



BARGAINING UNIT

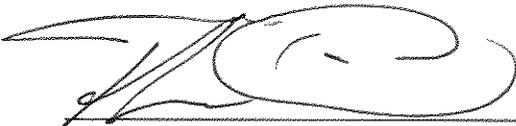
  
By: Jay Wadleigh  
Business Rep.  
District Lodge #4

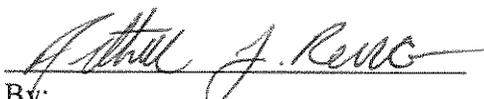


  
By:  
President  
Local No. S-89 IMAW



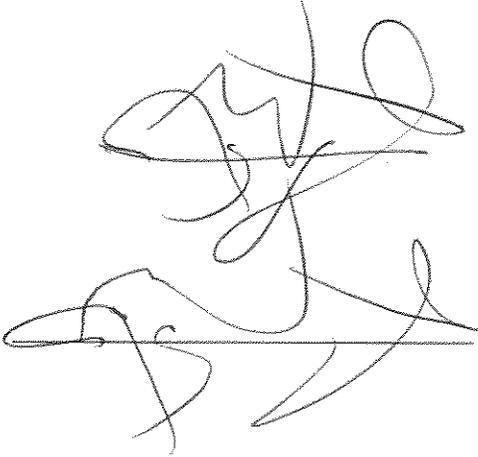
  
By:  
Negotiating Committee  
Local No. S-89 IMAW



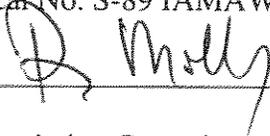
  
By:  
Negotiating Committee  
Local No. S-89 IMAW





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By:  
Negotiating Committee  
Local No. S-89 IAMAW

A smaller handwritten signature in black ink, appearing to read "D. Molly", positioned below the typed text.

By:  
Negotiating Committee  
Local No. S-89 IAMAW

## Schedule A

Public Works Department / Cemeteries and Parks  
Effective July 1, 2022 to January 1, 2023

	Laborer - Custodian	Driver	Heavy Equip Operator	Mechanic	Asst Scale Operator
Probationary	\$20.07	\$21.97	\$22.78	\$25.20	\$23.03
1st SS	\$20.29	\$22.32	\$23.28	\$25.69	\$23.41
3rd CL	\$20.76	\$22.78	\$23.73	\$26.17	\$23.73
2nd CL	\$21.18	\$23.28	\$24.20	\$26.78	\$24.04
1st CL	\$21.57	\$23.73	\$24.79	\$27.32	\$24.34

## Schedule B

Public Works Department / Cemeteries and Parks  
Effective January 1, 2023 to December 31, 2023

	Laborer - Custodian	Driver	Heavy Equip Operator	Mechanic	Asst Scale Operator
Probationary	\$21.52	\$23.42	\$24.23	\$26.65	\$24.48
1st SS	\$21.74	\$23.77	\$24.73	\$27.14	\$24.86
3rd CL	\$22.21	\$24.23	\$25.18	\$27.62	\$25.18
2nd CL	\$22.63	\$24.73	\$25.65	\$28.23	\$25.49
1st CL	\$23.02	\$25.18	\$26.24	\$28.77	\$25.79

Adjustment to work leader - Base pay plus \$2.25 per hour.

Assignment of a work leader is subject to the following criteria:

The necessity for assignment of work leader is determined by management and the assignment is at the discretion of the Department Head or their designee. Management further reserves the right to assign a work leader in other circumstances where management determines is appropriate to the work being undertaken.

HEAVY EQUIPMENT SPECIFIED AS - LOADERS, BACK HOE, GRADER,  
CRAWLER LOADERS, UNIMOG SNOWBLOWERS.

Schedule C

**Public Works Department / Cemeteries and Parks**  
**Effective January 1, 2024 to December 31, 2024**

	<b>Laborer - Custodian</b>	<b>Driver</b>	<b>Heavy Equip Operator</b>	<b>Mechanic</b>	<b>Asst Scale Operator</b>
<b>Probationary</b>	\$22.12	\$24.02	\$24.83	\$27.25	\$25.08
<b>1st SS</b>	\$22.34	\$24.37	\$25.33	\$27.74	\$25.46
<b>3rd CL</b>	\$22.81	\$24.83	\$25.78	\$28.22	\$25.78
<b>2nd CL</b>	\$23.23	\$25.33	\$26.25	\$28.83	\$26.09
<b>1st CL</b>	\$23.62	\$25.78	\$26.84	\$29.37	\$26.39

Schedule D

**Public Works Department / Cemeteries and Parks**  
**Effective January 1, 2025 to June 30, 2025**

	<b>Laborer - Custodian</b>	<b>Driver</b>	<b>Heavy Equip Operator</b>	<b>Mechanic</b>	<b>Asst Scale Operator</b>
<b>Probationary</b>	\$22.72	\$24.62	\$25.43	\$27.85	\$25.68
<b>1st SS</b>	\$22.94	\$24.97	\$25.93	\$28.34	\$26.06
<b>3rd CL</b>	\$23.41	\$25.43	\$26.38	\$28.82	\$26.38
<b>2nd CL</b>	\$23.83	\$25.93	\$26.85	\$29.43	\$26.69
<b>1st CL</b>	\$24.22	\$26.38	\$27.44	\$29.97	\$26.99

Adjustment to work leader - Base pay plus \$2.25 per hour.

Assignment of a work leader is subject to the following criteria:

The necessity for assignment of work leader is determined by management and the assignment is at the discretion of the Department Head or their designee. Management further reserves the right to assign a work leader in other circumstances where management determines is appropriate to the work being undertaken.

HEAVY EQUIPMENT SPECIFIED AS - LOADERS, BACK HOE, GRADER,  
 CRAWLER LOADERS, UNIMOG SNOWBLOWERS

**Schedule A****Water Pollution Control Facility  
Effective July 1, 2022 to January 1, 2023**

	<b>Laborer</b>	<b>Operator</b>	<b>Chief Plant Operator</b>	<b>Mechanic</b>
<b>Probationary</b>	\$20.05	\$22.10	\$24.51	\$25.18
<b>1st SS</b>	\$20.51	\$22.52	\$24.92	\$25.69
<b>3rd CL</b>	\$21.00	\$22.94	\$25.33	\$26.17
<b>2nd CL</b>	\$21.39	\$23.32	\$25.71	\$26.78
<b>1st CL</b>	\$21.95	\$23.73	\$26.15	\$27.32

Licensure as a Certified Wastewater Treatment Plant Operator shall receive the following increases:  
Grade I: \$0.10/hour, Grade II: \$0.20/hour, Grade III: \$0.30/hour, Grade IV: \$0.40/hour, Grade V: \$0.50/hour

**Schedule B****Water Pollution Control Facility  
Effective January 1, 2023 to December 31, 2023**

	<b>Laborer</b>	<b>Operator</b>	<b>Chief Plant Operator</b>	<b>Mechanic</b>
<b>Probationary</b>	\$21.50	\$23.55	\$25.96	\$26.63
<b>1st SS</b>	\$21.96	\$23.97	\$26.37	\$27.14
<b>3rd CL</b>	\$22.45	\$24.39	\$26.78	\$27.62
<b>2nd CL</b>	\$22.84	\$24.77	\$27.16	\$28.23
<b>1st CL</b>	\$23.40	\$25.18	\$27.60	\$28.77

Licensure as a Certified Wastewater Treatment Plant Operator shall receive the following increases:  
Grade I: \$0.10/hour, Grade II: \$0.20/hour, Grade III: \$0.30/hour, Grade IV: \$0.40/hour, Grade V: \$0.50/hour

Adjustment to work leader - Base pay plus \$2.25 per hour.

Assignment of a work leader is subject to the following criteria:

The necessity for assignment of work leader is determined by management and the assignment is at the discretion of the Department Head or their designee. Management further reserves the right to assign a work leader in other circumstances where management determines is appropriate to the work being undertaken.

**Schedule C****Water Pollution Control Facility  
Effective January 1, 2024 to December 31, 2024**

	<b>Laborer</b>	<b>Operator</b>	<b>Chief Plant Operator</b>	<b>Mechanic</b>
<b>Probationary</b>	\$22.10	\$24.15	\$26.56	\$27.23
<b>1st SS</b>	\$22.56	\$24.57	\$26.97	\$27.74
<b>3rd CL</b>	\$23.05	\$24.99	\$27.38	\$28.22
<b>2nd CL</b>	\$23.44	\$25.37	\$27.76	\$28.83
<b>1st CL</b>	\$24.00	\$25.78	\$28.20	\$29.37

Licensure as a Certified Wastewater Treatment Plant Operator shall receive the following increases:  
Grade I: \$0.10/hour, Grade II: \$0.20/hour, Grade III: \$0.30/hour, Grade IV: \$0.40/hour, Grade V: \$0.50/hour

**Schedule D****Water Pollution Control Facility  
Effective January 1, 2025 to June 30, 2025**

	<b>Laborer</b>	<b>Operator</b>	<b>Chief Plant Operator</b>	<b>Mechanic</b>
<b>Pro</b>	\$22.70	\$24.75	\$27.16	\$27.83
<b>1st SS</b>	\$23.16	\$25.17	\$27.57	\$28.34
<b>3rd CL</b>	\$23.65	\$25.59	\$27.98	\$28.82
<b>2nd CL</b>	\$24.04	\$25.97	\$28.36	\$29.43
<b>1st CL</b>	\$24.60	\$26.38	\$28.80	\$29.97

Licensure as a Certified Wastewater Treatment Plant Operator shall receive the following increases:  
Grade I: \$0.10/hour, Grade II: \$0.20/hour, Grade III: \$0.30/hour, Grade IV: \$0.40/hour, Grade V: \$0.50/hour

Adjustment to work leader - Base pay plus \$2.25 per hour.

Assignment of a work leader is subject to the following criteria:

The necessity for assignment of work leader is determined by management and the assignment is at the discretion of the Department Head or their designee. Management further reserves the right to assign a work leader in other circumstances where management determines is appropriate to the work being undertaken.

