

Collective Bargaining Agreement

Between

Mid-Coast Solid Waste Corporation

and

Teamsters Local 340

Effective Date

June 30, 2018

Expiration Date

June 30, 2021

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This Agreement is entered into between Mid-Coast Solid Waste Corporation, hereinafter referred to as "MCSWC" and Teamsters Local Union No. 340, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

ARTICLE 1 PURPOSE OF AGREEMENT

Pursuant to the provisions of the Municipal Public Employees Labor Relations Law (26 M.R.S.A. §§ 961-974, as amended), the parties have entered into this Agreement in order to promote orderly and peaceful relationships between Mid-Coast Solid Waste Corporation ("MCSWC") and the Employees represented by the Union and to set forth their agreement covering wages, hours, and other terms and conditions of employment. MCSWC, the Union, and the Employees agree that they will cooperate in an effort to provide safe, efficient, user friendly and environmentally sound service to the public for the disposal and recycling of solid waste.

ARTICLE 2 RECOGNITION

MCSWC recognizes Teamsters Local 340 as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours and other terms and conditions of employment for the unit described below which was agreed to by the parties and certified by the Maine Labor Relations Board on February 11, 2013.

Full-time hourly employees and part-time hourly employees (regularly scheduled to work 32 or more hours a week) in the following two classifications:

Operator
Mechanic and Maintenance

Excluding: Manager, Administrative Assistant, seasonal, temporary and all other employees of Mid-Coast Solid Waste Corporation.

ARTICLE 3 NONDISCRIMINATION

Both MCSWC and the Union agree that neither of them will discriminate against any Employee in violation of applicable law in hiring, promoting or assigning to positions or in regard to any term or condition of employment because of race or color, sex, physical or mental disability, religion, ancestry or national origin, age, or other status protected by law or involvement or lack of involvement on behalf of the Union.

ARTICLE 4 SALVAGING MATERIALS

An Employee is not permitted to salvage and/or take materials dropped off and left at the transfer station.

ARTICLE 5 DEFINITIONS

Section 1. Employee. The term "Employee" as used in this Agreement, shall be deemed to mean the members of the bargaining unit covered by this Agreement as defined in Article 2.

Section 2. Gender Neutral Terms. The term "she" or "her" or "he" or "him" as used in this Agreement, are intended to be gender neutral and equally applicable to persons of the female and male gender.

Section 3. MCSWC. The term "MCSWC" as used in this Agreement shall mean Mid-Coast Solid Waste Corporation of Rockport, Maine.

Section 4. Union. The term "Union" as used in this Agreement shall mean the Teamsters Union Local 340.

Section 5. Day. The term "day" is a calendar day.

Section 6. Full-Time Employee. The term "full-time" as used in this Agreement shall mean an Employee who is regularly scheduled to work 40 hours a week.

Section 7. Part-Time Employee. The term "part-time" as used in this Agreement shall mean an Employee who is regularly scheduled to work at least 32 hours a week but fewer than 40 hours a week.

Section 8. Probationary Employee.

(a) Initial Probation. All full-time and part-time employees will be treated as probationary during the first six (6) months of employment. A probationary employee may be removed at any time during the probationary period with or without cause. A probationary employee is not eligible to use the grievance or arbitration provisions of this Agreement.

(b) Transfer Probation. An Employee who transfers to a new position shall have up to twelve (12) weeks to decide whether s/he wants to stay in the new position or return to the Employee's prior position. The Manager shall have up to twelve (12) weeks to decide whether the Employee is suitable for the new position. The decision of the Manager to return the Employee to his/her prior position is not subject to the grievance or arbitration Articles of this Agreement.

ARTICLE 6 UNION SECURITY

Membership in the Union is not compulsory. The Union is required under this Agreement to represent all of the Employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all Employees in the bargaining unit and not exclusively for members of the Union.

Employees may elect to accept the provisions of either Sections 1 or 2 below.

Section 1. Union Membership. All Employees who are members of the Union as of the date of this Agreement and all Employees who hereafter become members of the Union, shall, as a condition of employment, maintain their membership in good standing in the Union for the duration of this Agreement.

Section 2. Fair Share Fees. Any present or future employee who is not a member and does not want to be a member shall pay a fair share fee as a contribution towards the administration of the Agreement in the amount equal to 80% of current dues for the duration of this Agreement.

Section 3. Discharge of Employee. Any Employee who elected to select the provisions of Section 1 or 2 and who fails to maintain his/her membership as required in Section 1 of this Article, shall be discharged by MCSWC upon notification from the Union and corroborative proof of nonpayment by the Employee.

Section 4. Hold Harmless. The Union shall indemnify, defend and hold MCSWC harmless against all claims and suits, which may arise as a result of action taken pursuant to this Article and in the collection of dues.

ARTICLE 7 CHECK-OFF

MCSWC shall deduct regular monthly dues and initiation fees upon receipt of signed authorizations from the members (a copy of which is to be retained by MCSWC) and a certified statement from the Secretary-Treasurer of the Local Union as to the amount of dues. MCSWC shall forward all such dues so collected to the Secretary-Treasurer of the Local Union before the end of each month in which deductions were made. The Union shall indemnify and save MCSWC harmless against all claims and suits, which may arise by reason of any action taken in making deductions of said dues and remitting the same to the Union pursuant to this Article.

MCSWC agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contribution to DRIVE. DRIVE shall notify MCSWC of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. MCSWC shall transmit to DRIVE National Headquarters on a monthly basis, in one check the total amount deducted

along with the name of each employee on whose behalf a deduction is made, the Employee's Social Security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse MCSWC annually for MCSWC's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

ARTICLE 8 UNION BUSINESS

Section 1. Bulletin Board. MCSWC will provide space for and install a bulletin board in the break room. The Union shall limit the use of the bulletin board to official Union business, for example, meeting notices and Union bulletins.

Section 2. Access to Premises. Upon reasonable notification, the Employer shall permit Union representatives access to the work premises during working hours for the purpose of adjusting grievances and other legitimate routine matters so long as such visits do not disrupt the normal operations of the Employer. Permission to enter the premises shall not be unreasonably denied.

Section 3. Designation of Stewards. MCSWC recognizes the right of the Union to designate employees as stewards. The Union shall notify MCSWC, in writing, of the names of the stewards and any changes therein.

ARTICLE 9 SENIORITY - LAYOFF - RECALL

Section 1. Seniority. Seniority shall be computed as the last date of hire in the bargaining unit. After the successful completion of the probationary period, the Employee's starting date for seniority purposes will be his/her last date of hire.

Section 2. Seniority List. Within one month of the execution of this Agreement and when there is a change in the seniority list, MCSWC will post the seniority list on the bulletin board and furnish to the Union a copy of the seniority list.

Section 3. Layoff. If MCSWC determines that a general reduction in a classification is necessary, the layoff shall be made in inverse order of seniority, with probationary employees laid off first, provided in all cases that the remaining employees shall have the skill, ability, and qualifications to perform the work required, and provided further that the employees who remain shall be required to work as scheduled by MCSWC, so that MCSWC's staffing needs, as determined by MCSWC, shall be fully met.

Section 4. Recall and Seniority Rights During Layoff. The seniority of an Employee who has been laid off shall be protected for a period of twelve (12) months from the day of the layoff. Employees will be recalled, in reverse order of layoff, provided the Employee is qualified to perform the work required. It is the obligation of the Employee to keep MCSWC

advised of changes in address.

When recalled, the Employee shall give MCSWC an answer within forty-eight (48) hours of the earlier of either telephone notice or within five (5) days of the date the recall notification is deposited in the mail (via certified mail). The Employee must agree to return to work: (a) within five (5) days of such notification if not employed; or (b) within fourteen (14) days if employed.

Section 5. Breaks in Seniority. Seniority shall be broken if the Employee:

- (a) voluntarily terminates employment;
- (b) is discharged for "just cause";
- (c) is on layoff status without being recalled and without returning to work for more twelve (12) months;
- (d) fails to return to work as hereinafter provided in the case of recall from layoff, when recalled to the position from which the Employee is laid off;
- (e) fails to return to work in accordance with the terms of a leave of absence;
- (f) accepts employment while on a leave of absence.

ARTICLE 10 HOURS OF WORK/PAY

Section 1. No Guarantee. The provisions of this Article are intended only to provide the basis for calculating an Employee's eligibility for compensation, and are not intended in any way to guarantee any Employee any minimum or specified hours of work.

During the term of the Agreement, there will be no change in the regularly scheduled hours of work for unit employees without negotiating the decision to change these hours and the impact of that decision.

Section 2. Work Week. For payroll purposes the "work week" shall be defined as a period of seven (7) consecutive days beginning Friday at 12:01 a.m.

Section 3. Time Records. An Employee's time record shall be the basis for establishing the number of hours worked by each Employee. It is the responsibility of each Employee to complete his/her own time record. An Employee may not fill out the time record of another Employee or permit another to fill out his/her time record.

Section 4. Pay Period. The pay period will be weekly. Employees will be paid on Fridays. Direct deposit is available for Employees who wish to use it.

Section 5. Overtime Rate. Employees shall receive one and one-half times (1½) their regular hourly rate of pay for all hours worked in excess of forty (40) hours in the work week. The Manager must authorize all overtime in advance.

Section 6. Time Worked. Holidays will be considered time worked only when the holiday falls within the regularly scheduled work week of the Employee.

Section 7. Breaks.

- (a) Employees shall be allowed to take one fifteen (15) minute paid break in the morning and one in the afternoon; breaks will be scheduled by the Manager.
- (b) An Employee shall be allowed a half hour unpaid meal break.
- (c) Break time cannot be accumulated during the day or carried over from day to day.

ARTICLE 11
DISCIPLINE/DISCHARGE

MCSWC retains the right to discipline or discharge for just cause.

ARTICLE 12
SUSPENSION PENDING TERMINATION

The Manager may suspend an Employee with pay pending the Manager's decision on the proposed termination.

ARTICLE 13
GRIEVANCE PROCEDURE

Section 1. Scope. As used in this Agreement, the term "grievance" shall be construed to mean a dispute by an Employee(s) who has completed his/her probationary period, or by the Union concerning the interpretation, application, or alleged breach of a specific provision of this Agreement.

Section 2. Time Limits. If the grievance is not submitted in writing to MCSWC within the time limits set forth in this Article, or if the grievance is not submitted to the next following level of the procedure set forth in this Article, within the time limits provided herein, then in either case, the grievance shall be considered waived.

Section 3. Extension of Time Limits. By mutual agreement in writing the parties may extend the time limits in any of the levels listed in this Article.

Section 4. Grievance Procedure. Both parties agree that they will cooperate to resolve grievances informally. If this is not successful, the grievance shall be submitted in writing as follows:

Within ten (10) days of when the grievant first knew or should have known of the events or conditions giving rise to the alleged grievance the aggrieved Employee(s) and/or the Union shall reduce the grievance to writing which will include a specific reference to the section(s) of the Agreement which is in issue, sign the grievance and submit it to the Manager. The Manager shall submit a written answer to the grievance to the grievant within fourteen (14) days.

ARTICLE 14 ARBITRATION

Section 1. Appeal. If the Union is not satisfied with MCSWC's answer to the grievance and if the grievance has been properly processed through the grievance procedure set forth in Article 13, it may be appealed to arbitration by the Union by serving a written notice on the Manager of MCSWC within ten (10) days of the issuance of the answer in Article 13, Section 4.

Section 2. Selection of Arbitrator. Promptly after the Union's notice of intention to appeal to arbitration, the Union shall contact MCSWC and the parties shall make a good faith effort to select an arbitrator. If the parties are unable to select an arbitrator satisfactory to both parties within a period of ten (10) days from the Manager's receipt of the Union's notice of appeal, then the grievance shall be submitted to the Maine Board of Arbitration and Conciliation.

Section 3. Arbitration Expenses. The fees and expenses of the arbitrator, and any facilities for the holding of arbitration proceedings shall be shared by the parties. The fees and expenses of counsel utilized by either party shall be borne by the party so employing the counsel.

Section 4. Location. All arbitrations under this Section shall take place in one of the four towns which are part of MCSWC, unless otherwise agreed by the parties.

Section 5. Expenses of Witnesses. Witnesses called by MCSWC shall be reimbursed by MCSWC for any loss of normal working time; witnesses called by the Union shall be reimbursed by the Union for any loss of normal working time.

Section 6. Proceedings to be Private. Arbitration hearings shall be conducted in private and shall include only the parties in interest and their designated representative, except that either party shall have the right to call upon witnesses and have counsel.

Section 7. Decision of Arbitrator. The parties agree to accept the decision of the arbitrator as final and binding except as subject to the right of a party to appeal under State law.

ARTICLE 15
MANAGEMENT RIGHTS

MCSWC retains all rights and authority to manage and direct its employees, except as otherwise specified in this Agreement.

ARTICLE 16
WORK RULES

MCSWC may issue and enforce reasonable work rules and safety regulations necessary for the safe, orderly and efficient operation of MCSWC. Except in case of an emergency, copies of all changes in work rules promulgated after the approval of this Agreement shall be provided to the Union and posted on the bulletin board five (5) working days before they take effect.

ARTICLE 17
LEAVES OF ABSENCE

Section 1. Bereavement Leave. An Employee may be excused from work for up to seven consecutive (7) days because of death of his/her spouse, child or stepchild.

An Employee may be excused from work for up to three consecutive (3) days for a death of a member of his/her immediate family as defined below.

The Employee shall be paid his/her regular rate of pay for the scheduled work hours missed.

Immediate family is defined as: parents, brothers, sisters, mother-in-law, father-in-law, grandfather, grandmother, grandchildren, stepfather, stepmother, or other relative if living in the same household as the Employee.

An Employee may request one day off to attend the services/function of a person not covered above. At the sole discretion of the Manager, this request may be granted with pay.

Section 2. Military Leave. A leave of absence without pay for military service/training obligations shall be granted in conformance with the applicable law in force at the time of the request.

Section 3. Jury Duty Leave. An Employee shall be excused from work for jury duty. Employees are encouraged to fulfill such duties. MCSWC will pay the Employee the difference between his/her regular pay and juror's pay, provided the Employee presents an official statement of jury pay received. The Employee must inform the Manager as soon as possible of such notice of jury duty and to return to work promptly after such jury duty is completed.

Section 4. Other Leave Without Pay. For circumstances not covered by other sections of this Article, an Employee may submit to the Manager a request for a leave of absence without

pay for thirty (30) days. The decision whether to grant the request will be based on the reason for the leave and the operational needs of MCSWC. Requests for leave of absence without pay shall be made at least thirty (30) days prior to the requested departure date in writing to the Manager.

An unpaid leave of absence may be extended up to thirty (30) additional days upon request of the Employee and approval of the Manager. The Employee is expected to return to work upon the expiration of the leave, or to have arranged an extension of the leave two weeks prior to its expiration. Failure of the Employee to return to work upon expiration of an approved leave will be deemed to be a resignation from employment. The maximum leave of absence is sixty (60) days.

For leaves granted under this section an Employee may choose to continue health insurance benefits for the duration of the leave by assuming MCSWC's contribution.

Section 5. General Provisions Regarding Leaves. An Employee is prohibited from engaging in employment with any other employer, or in self-employment, while the Employee is on any paid or unpaid leave of absence.

Vacation and sick leave will not accrue during a leave.

Holiday time will not be paid during a leave.

ARTICLE 18 VACATION TIME

Effective on the payroll period following the signature of the Agreement by both parties, an Employee who is regularly scheduled to work 40 hours a week will accrue vacation time based on the number of hours paid subject to a yearly maximum. Employees who work 32 or more hours a week but less than 40 hours a week will accrue vacation time as "eligible part-time employees."

Years of Service in the Bargaining Unit	Formula	Hourly Accrual	Maximum Hours/Year
6 months - 4 years	80/2080	.03847	80
>5 - 14 years	120/2080	.0577	120
15+ years	160/2080	.0770	160
Eligible part- time employees	64/1664	.0385	64

During an Employee's probationary period the Employee neither accrues vacation time nor will the Employee be paid out any vacation time if the Employee leaves employment. Following the completion of the probationary period the Employee will be treated as having accrued vacation time as of their first day of work. An Employee cannot use vacation time until the Employee has completed six months of full-time employment.

Vacation time shall be granted at such a time or times as shall be mutually agreeable to the Employee and the Manager.

Vacation accrued in excess of 30 working days at the end of the fiscal year shall be lost.

During the first two quarters of each fiscal year an Employee who has accrued four weeks or more of vacation time may submit a request in writing to the Manager to be paid for up to two weeks of accrued vacation at a rate of 90% of its value. The Employee may only submit a request for vacation payout one time each year.

An Employee who has completed six or more months of employment will be paid out any accrued but unused vacation time at separation.

ARTICLE 19 **SICK TIME**

Effective on the payroll period following the signature of the Agreement by both parties, an Employee who is regularly scheduled to work 40 hours a week will accrue sick time based on the number of hours paid subject to a yearly maximum of 96 hours. Employees who work 32 or more hours a week but less than 40 hours a week will accrue sick time based on number of hours paid subject to a yearly maximum of 80 hours.

Formula	Hourly Accrual	Maximum Hours/Year
96/2080	.046	96
64/1664	.0385	64

During an Employee's probationary period the Employee neither accrues sick time nor will the Employee be paid out any sick time if the Employee leaves employment. Following the completion of the probationary period the Employees will be treated as having accrued sick time as of their first day of work. An Employee cannot use sick time until the Employee has completed six months of full-time employment.

If an Employee is sick, the Employee must call the Manager on his cell phone or at the office no later than the start of the employee's shift.

If an Employee calls out sick on the day before or after a holiday on which MCSWC is

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closed, the Employee will not receive pay for that holiday. An exception will be made if the Employee provides a medical excuse from a medical provider or arrangements are made with the Manager in advance.

Sick time may be used only in the following cases:

1. The personal illness of the Employee or the physical incapacity of the Employee of such degree as to render the Employee unable to perform the duties of the position, unless the Employee is capable of other work and is assigned to such other work.

2. The medical or dental appointments of the Employee.

Upon request the Employee shall furnish the Manager with a certificate from his/her attending physician when sick time is used.

During the work day, an absence for a fraction or a part of a day that is chargeable to sick time shall be charged in an amount not smaller than two hours per occasion. Sick leave usage shall be recorded on the payroll slip. The Manager shall review all sick leave records periodically and investigate any cases which indicate abuse. Abuse or excessive use of sick leave (even when medically certified) may result in dismissal.

An Employee may accrue a maximum of 90 days (720 hours) of sick pay. Any time in excess of 720 hours will be lost automatically.

In December of each year, an Employee may cash out up to 96 hours of sick time, so long as the Employee retains at least 40 hours of sick time, by submitting to the Manager a written request. The Employee will be paid out their sick time at the rate of 40%.

An Employee who has completed six or more months of employment will be paid out any accrued but unused sick time at separation at the rate of 40%.

ARTICLE 20 HOLIDAYS

Section 1. Holidays. Each year, on or before December 31st, the Manager will post a list of the holidays which MCSWC will recognize the following year. Subject to the other provision of this Agreement, the following holidays shall be paid holidays:

New Year's Day
Martin Luther King Day
President's Day
Patriots Day
Memorial Day
July 4th
Labor Day

Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

If a holiday falls on a day that MCSWC is regularly closed (currently Mondays) Bargaining Unit Employees will be paid for the holiday during the work week when the holiday falls.

Section 2. Holiday During Leave of Absence. An Employee on a leave of absence (with or without pay) shall not be entitled to holiday pay.

Section 3. Holiday During Vacation Periods. An Employee will be entitled to an additional day of vacation leave if a paid holiday falls within his/her vacation period or scheduled day off.

Section 4. Holiday During Work Schedule. If the holiday falls on an Employee's regularly scheduled work day, the Employee will receive that day off.

ARTICLE 21 INSURANCE AND RETIREMENT

Section 1. Health Insurance. MCSWC shall maintain a group health insurance plan with the same or similar benefits to the one now in effect for full time Employees.

For full time bargaining unit employees employed by MCSWC on the date of execution of the Agreement by both parties: MCSWC will pay 100% of the cost of the premium for the Employee and the Employee's family/other coverage will be paid 80% by MCSWC and 20% by the Employee.

For full time bargaining unit employees employed by MCSWC after the date of execution of the Agreement by both parties: MCSWC will pay 85% of the cost of the premium for the Employee and the Employee's family/other coverage will be paid 85% by MCSWC and 15% by the Employee.

For bargaining unit employees who work 32 or more hours a week but less than 40 hours a week: Beginning July 1, 2019 MCSWC will pay 85% of the cost of the premium for Employee only coverage. Employees who work 32 or more hours a week but less than 40 hours a week will not be eligible for family/other coverage.

MCSWC reserves the right to change the deductible amount on any of its group insurance policies so long as it does not exceed \$1,000 for the Employee's deductible amount and reserves the right to change any of its insurance carriers for any coverage provided under the terms of this Agreement.

A full time bargaining unit Employee who provides evidence of health insurance coverage from another entity will receive a stipend of \$600 a month for opting out of the MCSWC group insurance plan.

Section 2. Retirement. MCSWC offers the International City Management Association Retirement Corporation (ICMA-RC) retirement program. MCSWC will make a contribution of 4.5% of the Employee's pay if the Employee makes a contribution of 5.0%. Further information may be obtained from the Manager. You will be provided with a summary plan description when you become eligible to participate.

MCSWC employees are also required to participate in Social Security, with both the Employee and MCSWC making the required contributions.

ARTICLE 22 CLOTHING/SAFETY BOOTS

Section 1. Clothing Allowance. Following the completion of the Employee's probationary period MCSWC shall reimburse the Employee up to \$125.00 every six months for a clothing allowance after the employee provides a receipt.

Section 2. Safety Boot Allowance.

(a) Completion of Probationary Period. Following the completion of an Employee's probationary period MCSWC will reimburse an Employee for up to \$125.00 for safety boots. The safety boots must have been purchased no earlier than six (6) months prior to the submission of the receipt for the safety boots. Thereafter, the Employee shall be eligible for reimbursement in accordance with Subsection (b) below, except that an Employee may only receive one payment for Safety Boots in a calendar year.

(b) Following the Payment in Section (a) Above. Following the payment in Section (a) above MCSWC will reimburse an Employee for up to \$125.00 for safety boots during each calendar year.

(c) General. In order to receive payment, the Employee must submit the receipt for the purchase of the safety boots to the Manager. The monies paid for the safety boots will be treated as non-wage income.

(d) Use All safety gear necessary to a task must be properly worn.

Section 3. Raingear.

MSCWC will provide durable, repairable raingear to each employee. Raingear shall be assigned to each employee and labeled with the employee's name by the employee. Raingear shall be stored onsite and is expected to last a number of years due to limited use by employees during only working hours.

ARTICLE 23

SAFETY

Section 1. Safety Rules and Regulations. The Union recognizes the right of MCSWC to establish and enforce reasonable rules and regulations for the safe, sanitary and efficient conduct of MCSWC's operation.

Section 2. Safety Committee. Within three months of the execution of the Agreement, MCSWC will establish a Safety Committee that will include four members: two (2) selected by the Manager and two (2) members of the bargaining unit. The bargaining unit members will be selected by the Union and will serve for 12 months. The Union will attempt to rotate bargaining unit members who serve on the Safety Committee.

Section 3. Reporting Injuries. An Employee must immediately report to the Manager all accidents, no matter how minor, and complete a written report on a form for that purpose. The Manager may order the Employee to obtain a medical examination from MCSWC's preferred provider or other provider.

Section 4. Reporting Equipment. An Employee shall immediately, or at the end of his/her shift, report all defects of equipment to the Manager. Such reports shall be made in two copies: one for the Manager and one for the Employee. Upon receipt, the Manager or designee will inspect the equipment, and if corrections or repairs are necessary, shall see that these are made. The Mechanic, or person performing the repair, shall certify in writing to the Manager that the repair(s) has been made and/or that the equipment was not defective; the Manager will provide the Employee with a copy.

ARTICLE 24

SEPARABILITY

If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any state or federal law, or regulation, such term or provision shall continue in effect only to the extent permitted by such law or regulation. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

ARTICLE 25

DURATION

Except as otherwise provided herein, this Agreement shall become effective as of the first pay period following signature by the parties of the Agreement and shall continue in full force and effect until midnight on June 30, 2018. It shall be self-renewing for yearly periods unless notice of intention to terminate or modify this Agreement is given in writing by either party to

the other not less than ninety (90) days nor more than one hundred and twenty (120) days prior to the expiration date.

ARTICLE 26 WAGES

Section 1. Retroactive to July 1, 2018 – 2% COLA adjustment as reflected below.

7/18- 6/19	Prob. COLA 1.02	>6 mos	<u>>2yrs</u>	<u>>4yrs</u>	<u>>6yrs</u>	<u>>10yrs</u>	<u>>15yrs</u>	<u>>20yrs</u>
PT Operator 32+ Hours	15.00	16.00	16.48	16.97	17.48	18.01	18.91	19.48
Operator	15.47	16.53	17.36	18.15	19.00	19.69	20.59	21.47
Mech/Maint	17.80	18.86	19.80	20.66	21.55	22.46	23.58	24.56

Section 2. Effective July 1, 2019, employees will receive either a 2% COLA adjustment or an adjustment equal to the Social Security Administration's COLA adjustment for 2019, whichever is great. Effective July 1, 2020, employees will receive either a 2% COLA adjustment or and adjustment equal to the Social Security Administration's COLA adjustment for 2020, whichever is greater.

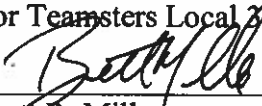
Section 3. General.

(a) When the wage rates set forth in Section 1 go into effect, an Employee whose existing wage rate is higher than what is provided in Section 1, will retain the higher of the two wage rates during the first year of the Agreement and any subsequent period.


(b) An individual hired with experience will be placed on the scale at the number of years which reflects his/her experience, as determined by the Manager, less \$1/hour. After six months the individual will be placed on the scale in accordance with the determination previously made by the Manager regarding experience.

(c) An individual hired on or after July 1, 2013 will be placed on the Section 1 wage scale, subject to Section 3(b) above.

For Teamsters Local 340


Brett R. Miller
President & Business Agent


Lorne Smith
Secretary-Treasurer


Sydney R. Leach
Shop Steward

For Mid-Coast Solid Waste Corporation

