Town of Falmouth Memorandum of Understanding – Referral Bonus, Prior Experience Credit, and Wages.

This Memorandum of Understanding is entered into between the Town of Falmouth (the "Town") and Teamsters Local No. 340 (the "Union") (together, the "Parties"), on August 14, 2023, (the "Effective Date") for the purpose of attracting and retaining qualified applicants with the Falmouth Public Works Department and providing the means by which the Town can provide essential winter road services. To facilitate this purpose, the undersigned agree to the following referral initiative, together with the following amendments to the Parties collective bargaining agree:

- 1. **Referral Bonus.** The Town shall pay a referral bonus of up to \$2,500 to any bargaining unit member who successfully refers a qualified full-time employee to the Town for employment. To be eligible for this referral bonus, the applicant whom the employee refers to the Town must:
 - a. Identify the employee as the referral source;
 - b. Be hired by the Town as a full-time or part-time employee; and
 - c. Successful completion of their probationary period; and
 - d. Referring employee must notify Human Resources and submit the designated paperwork.

This referral bonus shall be paid in two lump sum payments of \$1,250 each. All referral payments will be made during the regular bi-weekly payroll process and will subject to applicable taxes. The first lump sum payment shall be payable after the referred candidate completes 30 days working in Falmouth. The second lump sum installment shall be payable after the referred candidate successfully completes 6 months of work. If the referred candidate does not successfully complete 6 months of work, the employee shall not be entitled to the second lump sum payment.

Payment of a referral bonus under this Agreement shall be managed by the Town Manager or their designee, who shall be responsible for the oversight and implementation of this program. Any dispute regarding the same shall be resolved by the Town Manager and shall not be subject to the grievance or arbitration procedure. This incentive may be modified, changed, or discontinued at the discretion of the Town Manager/designee.

2. Adjusted COLA for July 1, 2023, and Prior Experience Credit on Wage Scale

The Parties further agree to amend Article 4 to wages and prior experience credit on the wage scale as follows:

ARTICLE 4 - WAGES

- 1. Effective July 1, 2023, base wage rates shall be modified to reflect a five percent (5%) increase over prior year.
- 2. Effective July 1, 2024, base wage rates shall be modified to reflect a two-and one-half percent (2.5%) increase over prior year.
- 3. The effective wage rates are contained in Schedule A attached hereto.

Prior Experience Credit

The hourly wages (40-hour work week) for employees covered by this Agreement shall be as set forth in the Wage Schedules (with seniority brackets determined by years of service in the Public Works Department in the classification indicated and payable on the first full bi-weekly pay period after attainment of bracket anniversary date), all longevity raises being contingent on satisfactory performance evaluations, such evaluations to be done annually. Employees are paid bi-weekly. Upon initial employment, the Town Manager or designee shall determine the employee's wage step based on appropriate training and experience of the salary schedule. Appropriate prior experience credit may be given up to and including the 20-year wage bracket. To move to the next wage step, the employee must work in Falmouth for the number of additional years to achieve the step movement. For example, if the employee was placed on the 5-year wage step, they must work 5 years to advance to the 10-year step.

Any current employee in the Union that is eligible for prior experience credit will be granted such credit, based on the Public Works Director or designee's determination.

The Town Manager or designee reserves the right to determine prior experience credit and will base that determination on equivalent experience to what will be required in their position within the Public Works Department. The Public Works Director will consult with the Union on each determination of prior experience credit, but the Union will not have any authority in such determination.

3. Contracted Services for Winter Maintenance of Roads

The Union agrees based on past practices of contracting for services associated with winter maintenance of sidewalks and summer maintenance projects that it will not object to contracting services to plow, salt, pretreat, and other services related to winter maintenance.

This agreement is based on the contracting of services not resulting in the layoff, reduction of force, or discharge of any bargaining unit employee.

Any contract for services related to winter maintenance of roads shall only be deployed after all bargaining unit employees have a had chance to be offered to perform the work. For example (not exclusive):

- If there is a storm requiring winter maintenance, all bargaining unit employees will be called to service first. If nine plow routes are necessary and there are only 6 available bargaining unit employees, the Town may deploy contracted services for the 3 remaining routes.
- If it is a small storm and pretreatment is necessary and only requires 4 of 6 bargaining unit staff, the contractor shall not be deployed.

TOWN OF FALMOUTH

TEAMSTERS LOCAL NO. 340

By: Town Manager

By: President

By: Secretary/Treasurer

By: Business Agent

By: Shop Steward

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Town of Falmouth, Maine Public Works Salary Schedule								
Base				,				
POSITION	START <u>HOURLY</u>	ONE YEAR <u>HOURLY</u>	TWO YEAR <u>HOURLY</u>	FIVE YEAR <u>HOURLY</u>	SEVEN YEAR <u>HOURLY</u>	TEN YEAR <u>HOURLY</u>	FIFTEEN YEAR <u>HOURLY</u>	TWENTY YEAR <u>HOURLY</u>
LABORER TRANSFER STATION ATTENDANT EQUIPMENT OPERATOR I EQUIPMENT OPERATOR II CREW LEADER MECHANIC II HEAD EQUIPMENT TECHNICIAN After July 1, 2021	 \$ 15.17 \$ 19.83 \$ 21.43 \$ 23.04 \$ 25.72 \$ 25.72 \$ 31.22 	 \$ 16.04 \$ 20.36 \$ 21.70 \$ 23.31 \$ 26.26 \$ 26.26 \$ 32.90 	 \$ 16.81 \$ 20.63 \$ 21.97 \$ 23.58 \$ 26.52 \$ 26.52 \$ 34.34 	\$ 17.14 \$ 20.90 \$ 22.50 \$ 24.11 \$ 26.79 \$ 26.79 \$ 34.97	 \$ 17.42 \$ 21.16 \$ 22.77 \$ 24.65 \$ 27.06 \$ 27.06 \$ 35.27 	\$ 17.70 \$ 21.43 \$ 23.04 \$ 25.18 \$ 27.33 \$ 27.33 \$ 35.58	\$ 17.98 \$ 21.70 \$ 23.31 \$ 25.72 \$ 27.86 \$ 27.59 \$ 35.89	\$ 18.26 \$ 21.97 \$ 23.58 \$ 26.26 \$ 28.40 \$ 27.86 \$ 36.20
2.5% COLA	CTA DT					TENLVEAD		
POSITION	START <u>HOURLY</u>	ONE YEAR HOURLY	TWO YEAR HOURLY	HOURLY	SEVEN YEAR HOURLY	TEN YEAR <u>HOURLY</u>	FIFTEEN YEAR <u>HOURLY</u>	HOURLY
LABORER TRANSFER STATION ATTENDANT EQUIPMENT OPERATOR I EQUIPMENT OPERATOR II CREW LEADER MECHANIC II HEAD EQUIPMENT TECHNICIAN	 \$ 15.55 \$ 20.33 \$ 21.97 \$ 23.62 \$ 26.36 \$ 26.36 \$ 32.00 	 \$ 16.44 \$ 20.87 \$ 22.24 \$ 23.89 \$ 26.92 \$ 26.92 \$ 33.72 	\$ 17.23 \$ 21.15 \$ 22.52 \$ 24.17 \$ 27.18 \$ 27.18 \$ 35.20	\$ 17.57 \$ 21.42 \$ 23.06 \$ 24.71 \$ 27.46 \$ 27.46 \$ 35.84	\$ 17.86 \$ 21.69 \$ 23.34 \$ 25.27 \$ 27.74 \$ 27.74 \$ 36.15	\$ 18.14 \$ 21.97 \$ 23.62 \$ 25.81 \$ 28.01 \$ 28.01 \$ 36.47	\$ 22.24 \$ 23.89 \$ 26.36	\$ 18.72 \$ 22.52 \$ 24.17 \$ 26.92 \$ 29.11 \$ 28.56 \$ 37.11
After July 1, 2022 5% COLA	<u> </u>	<u> </u>	, 55.20	, 55.04	, 50.15	, 30.47	<i>Ŷ</i> 30.73	<i>y 5</i> 7.11
POSITION	START <u>HOURLY</u>	ONE YEAR <u>HOURLY</u>	TWO YEAR <u>HOURLY</u>	FIVE YEAR <u>HOURLY</u>	SEVEN YEAR <u>HOURLY</u>	TEN YEAR <u>HOURLY</u>	FIFTEEN YEAR <u>HOURLY</u>	TWENTY YEAR <u>HOURLY</u>
LABORER TRANSFER STATION ATTENDANT EQUIPMENT OPERATOR I EQUIPMENT OPERATOR II CREW LEADER MECHANIC II HEAD EQUIPMENT TECHNICIAN After July 1, 2023 5% COLA	\$ 16.33 \$ 21.34 \$ 23.06 \$ 24.80 \$ 27.68 \$ 27.68 \$ 33.60	\$ 17.26 \$ 21.91 \$ 23.36 \$ 25.09 \$ 28.26 \$ 28.26 \$ 35.41	\$ 18.09 \$ 22.20 \$ 23.65 \$ 25.38 \$ 28.54 \$ 28.54 \$ 36.96	\$ 18.45 \$ 22.49 \$ 24.22 \$ 25.95 \$ 28.83 \$ 28.83 \$ 37.64	 \$ 18.75 \$ 22.77 \$ 24.51 \$ 26.53 \$ 29.12 \$ 29.12 \$ 37.96 	\$ 19.05 \$ 23.06 \$ 24.80 \$ 27.10 \$ 29.41 \$ 29.41 \$ 38.29	\$ 19.35 \$ 23.36 \$ 25.09 \$ 27.68 \$ 29.98 \$ 29.69 \$ 38.63	\$ 19.65 \$ 23.65 \$ 25.38 \$ 28.26 \$ 30.57 \$ 29.98 \$ 38.96
POSITION	START <u>HOURLY</u>	ONE YEAR <u>HOURLY</u>	TWO YEAR <u>HOURLY</u>	FIVE YEAR <u>HOURLY</u>	SEVEN YEAR <u>HOURLY</u>	TEN YEAR <u>HOURLY</u>	FIFTEEN YEAR <u>HOURLY</u>	TWENTY YEAR <u>HOURLY</u>
LABORER TRANSFER STATION ATTENDANT EQUIPMENT OPERATOR I EQUIPMENT OPERATOR II CREW LEADER MECHANIC II HEAD EQUIPMENT TECHNICIAN After July 1, 2024	\$ 17.15 \$ 22.41 \$ 24.21 \$ 26.04 \$ 29.06 \$ 29.06 \$ 35.28	\$ 18.12 \$ 23.01 \$ 24.53 \$ 26.34 \$ 29.67 \$ 29.67 \$ 37.18	\$ 23.31 \$ 24.83 \$ 26.65	\$ 25.43 \$ 27.25	 \$ 23.91 \$ 25.74 \$ 27.86 \$ 30.58 \$ 30.58 	\$ 20.00 \$ 24.21 \$ 26.04 \$ 28.46 \$ 30.88 \$ 30.88 \$ 40.20	\$ 24.53 \$ 26.34 \$ 29.06 \$ 31.48 \$ 31.17	\$ 24.83 \$ 26.65 \$ 29.67
2.5% COLA POSITION	START <u>HOURLY</u>	ONE YEAR <u>HOURLY</u>	TWO YEAR <u>HOURLY</u>	FIVE YEAR <u>HOURLY</u>	SEVEN YEAR <u>HOURLY</u>	TEN YEAR <u>HOURLY</u>	FIFTEEN YEAR <u>HOURLY</u>	TWENTY YEAR <u>HOURLY</u>
LABORER TRANSFER STATION ATTENDANT EQUIPMENT OPERATOR I EQUIPMENT OPERATOR II CREW LEADER MECHANIC II HEAD EQUIPMENT TECHNICIAN	 \$ 17.58 \$ 22.97 \$ 24.82 \$ 26.69 \$ 29.79 \$ 29.79 \$ 36.16 	 \$ 18.57 \$ 23.59 \$ 25.14 \$ 27.00 \$ 30.41 \$ 30.41 \$ 38.11 	 \$ 23.89 \$ 25.45 \$ 27.32 \$ 30.72 	\$ 27.93 \$ 31.03 \$ 31.03	 \$ 24.51 \$ 26.38 \$ 28.56 \$ 31.34 \$ 31.34 	\$ 24.82 \$ 26.69 \$ 29.17	\$ 25.14 \$ 27.00 \$ 29.79 \$ 32.27 \$ 31.95	\$ 25.45 \$ 27.32 \$ 30.41