

GENERAL UNIT UNION

JULY 1, 2024– JUNE 30, 2027

AGREEMENT BETWEEN THE CITY OF GARDINER

AND LOCAL 2011 (GENERAL UNIT) COUNCIL NO. 93

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO

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**AGREEMENT BETWEEN CITY OF GARDINER
AND LOCAL 2011 (GENERAL UNIT) COUNCIL NO. 93
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO**

This agreement is entered into by the City of Gardiner, hereinafter referred to as the City, and Local 2011, Council 93, AFSCME, AFL-CIO, hereinafter referred to as the Union:

The Parties agree as follows:

ARTICLE 1 – RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for all its permanent full-time public employees in the bargaining unit set forth in Appendix A hereto attached (excluding employees specifically excluded under Title 26, MRSA, Chapter 9-A).

The Union recognizes that this Agreement shall be effective to the extent it is consistent with the rights conferred upon the City in accordance with the City Charter and the Municipal Public Employees Labor Relations Law. The Union thoroughly recognizes that the City will determine the work to be performed by the City Employees covered by this contract and how the work will be performed; that it is the responsibility of the City to determine the tools, machines, and equipment necessary to perform the work; and the need to increase and decrease the complement of employees, as well as employment standards. Subject to the provisions of this Agreement, the Union also recognizes the right of the City to amend job descriptions within reasonable limits.

ARTICLE 2 – UNION SECURITY

Section 1. No present or future employee shall be required to become a member of the Union as a condition of his employment; however, each employee who is a Union member on the effective date of this contract and each employee who subsequently becomes a Union member shall maintain membership in the Union provided that such employees may resign from the Union during a period of 30 days prior to the expiration of this Agreement.

Section 2. The City agrees to deduct Union dues and/or Peoples PAC deductions from the pay of each Union member who authorizes in writing that such deductions be made and will at the end of each month send a check with an itemized statement of such deductions to the Treasurer of Council 93.

Section 3. It is agreed that any non Union member requesting services from the Union or its officers shall be required to pay for such services rendered. The cost of those services shall be the usual and customary rates established by the Union for the particular service utilized.

Section 4. The Union agrees to indemnify and hold the City harmless from all claims, demands or actions of any person whatsoever who feels aggrieved by said provisions and the Union shall undertake to defend the City against any and all such claims, demands or actions brought against the City or on behalf of any persons seeking redress for whatever wrongs they perceive have been done to them by provisions of this Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

It is understood and agreed that the City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects, including but not limited to all rights and authority exercised by the City prior to execution of this Agreement, except as modified by this Agreement. These rights are to include, but are not limited to:

- a) The right to determine its mission, policies, and to set forth all standards of service offered to the public;
- b) To plan, direct, control and determine the operation or services to be conducted by the employees of the City;
- c) To determine the methods, means and number of personnel needed to carry out the departments' missions;
- d) To direct the working forces;
- e) To hire and assign or to transfer employees within the department or other related functions;
- f) To promote, suspend, discipline or discharge employees for just cause;
- g) To lay off employees due to lack of work or funds or for other legitimate reasons;
- h) To make, publish, and enforce rules and regulations which are not inconsistent with this agreement, provided that new rules and regulations and changes in rules and regulations shall be posted on all bulletin boards for a period of 10 consecutive work days before becoming effective. The City agrees to furnish each employee with a copy of all rules and regulations 30 days after they become effective. An employee shall be furnished with a copy at the time of hire;
- i) To introduce new or improved methods, equipment or facilities;
- j) To contract out for goods and services, but such is not to affect layoffs of any employee in the bargaining unit.

ARTICLE 4 – HOURS OF WORK

Section 1. This article is intended to define the normal hours of work per day or per week in effect at the time of execution of the Agreement. Nothing contained herein shall be construed as preventing the City from restructuring the normal work day or work week for the purpose of promoting the efficiency of municipal government; from establishing the work schedules of employees; and establishing part-time positions.

- a) The normal workweek for City Hall Office Employees shall be 37.5 hours as follows: 7:30 am to 4:00 pm on Monday, Tuesday and Thursday, 8:00 am to 6:00 pm on Wednesday, and 8:00 am to noon on Friday.
- b) The normal work day of Library employees shall be from 9:30 a.m. to 5:30 p.m., excepting a one hour meal period plus a 5:00 p.m. to 7:30 p.m. Tuesday night or 9:00 a.m. to 12:30 p.m. Saturday – tour of duty to be rotated among the employees.
- c) The hours of work for the maintenance crew will be Monday through Thursday 6am-4:30pm.
- d) To allow for more coverage at the Sewer Treatment plant the hours of work will be as follows: Two employees will be scheduled to work 6am-2:30pm and two employees will be scheduled to work 8am-4:30pm Monday through Friday. These shifts will be scheduled using the seniority list at the plant with the most senior employees getting first choice of their preferred work day. This choice will happen yearly on June 30th for the following year that runs July 1st to June 30th.

Section 2. Work Week

- a) The work week shall consist of five consecutive days, Monday through Friday, except for Library.
- b) Waste Water Treatment Plant Employees Work Week:
 1. The normal work week shall consist of five consecutive work days within a seven (7) day work period. The seven day period shall begin at 12:01 AM on Saturday and shall end at 12:00 midnight Friday.
 2. If and when the City implements the non-standard work week schedule, any employee working on a Saturday or a Sunday, or both days together, shall receive a pay differential of \$1.00 per hour for his full 40 hour week. The different five day work schedules shall be rotated amongst the employees working the schedules.
 3. The City will provide a 14 calendar day notice to employees prior to implementing a change in the work schedule.
 4. For safety considerations, any work performed at the plant other than plant checks shall require a minimum of 2 persons on duty, one of whom may be a Supervisor.

Section 3. On Call Duty Policy – Wastewater Treatment Plant

An assigned employee on standby will be ready to safely respond to alarms and emergency calls received during non-

regularly scheduled work hours. The response is to ensure compliance with Federal and State requirements, maintain proper equipment operation and standard operating procedures, and ensure the health and safety of the citizens.

1. Duty Schedules

- a. On 2-day weekends without a holiday, duty will start Friday at 4:30 p.m. and run through 8:00 a.m. the following Monday.
- b. On a 3-day weekend with a Monday holiday, duty will start Friday at 4:30 p.m. and run through 8:00 a.m. the following Tuesday.
- c. On a 3-day weekend with a Friday holiday, duty will start Thursday at 4:30 p.m. and run through 8:00 a.m. the following Monday.
- d. During the Thanksgiving holiday break, duty will start Wednesday at 4:30 p.m. and run through 8:00 a.m. the following Monday.
- e. Duty for single holidays not attached to weekends will start at 4:30 p.m. the afternoon prior to the holiday and run through 8:00 a.m. the morning after the holiday.
- f. Duty assignments due to the absence of the Supervisor will be of the duration necessary to cover the absence of the Supervisor.
- g. The City will be responsible for filling on call shifts when the employee responsible for on call is on vacation or out on sick leave.

2. Duty Requirements

Employees who will be responsible for participating in the duty assignment rotation will be required live within a 30-minute response time from the facility. While on emergency duty, employees must remain within a reasonable response time. Current employees will not be forced to conform to the 30-minute requirement, however, if they move, they must not move further away than their current residence.

When employees are on duty and not available at their home phone number, they will carry a pager and cellular telephone.

Employees on duty assignment are responsible to keep themselves in a condition to be ready to respond when required.

The City will make all attempts to avoid an employee having to fill back to back on call assignments. It will only require an employee to do so on a bona fide emergency basis.

3. Compensation

- a. Weekend duty and plant check will be compensated with six hours per day at time and one-half the employee's regular rate of pay.
- b. Holiday duty and plant check will be compensated with eight hours per day at time and one-half the employee's regular rate of pay.
- c. Weekday duty assignment will be compensated with two hours at time and one-half the employee's regular rate of pay.
- d. Actual time spent responding to a call or alarm while on duty assignment will be paid at time and one-half the employee's regular rate of pay. The time spent on a routine plant check up to six hours does not constitute hours worked for the purposes of this section.
- e. When an employee on weekend duty is called in for an emergency situation, they shall be entitled to reimbursement for actual miles driven at the State of Maine reimbursement rate. Mileage reimbursement does not apply to miles driven for regular plant check responsibilities.

4. **Rotation and Swaps**

All full time and regular part time employees shall participate in the weekend duty assignment rotation. Employees are permitted to swap duty assignments, however, it is the responsibility of the employee making the swap to ensure coverage, except in an emergency. The department head may participate in swaps or coverage of weekend duty assignments at his/her discretion.

5. **Duration**

The parties agree to a six-month trial period to test the Weekend Duty structure. At the conclusion of the six-month trial period, the parties will meet to work out any problems with the Weekend Duty responsibilities.

6. **Flex Scheduling**

Nothing in this Agreement shall prevent the City and any employee(s) from mutually agreeing to institute a flexible schedule. Any flexible schedule agreed to may be terminated by either party at any time.

ARTICLE 5 – REST PERIODS

Section 1. All employees will be permitted a 15 minute rest period to be taken as near as possible to the middle of each 1/2 shift as requirements permit. Employees who are to work beyond their regular shift for a minimum of two hours will be permitted a 15 minute rest period before beginning the additional work time. Employees will also be permitted an additional 15 minute rest period for each four hours of overtime worked to be taken as soon thereafter as work requirements permit.

Section 2. All employees shall be granted a half hour meal period except Library employees who shall receive a one hour meal period.

Section 3. Rest and meal periods are optional for each employee and need not be taken. However, no additional pay or credit will be granted for working during rest or meal periods unless requested to do so by the employer. Rest and meal periods may be taken away from the work area; however, no additional time will be granted when an employee chooses to take rest and/or meal periods away from the work area. Emergency personnel are to remain in the City building during breaks.

Section 4. All Waste Water Treatment Plant Employees who work four (4) hours beyond their regular quitting time will be authorized a 1/2 hour unpaid meal period.

ARTICLE 6 – MEAL PERIODS AND TRAVEL

Section 1. When an employee is on official City business, they will be reimbursed (up to) the per diem rates as outlined per city order. Receipts are required.

Section 2. Employees who use their personal vehicles for work related travel will be reimbursed on a per mile basis using the State of Maine rate. MapQuest or a similar mileage verification must accompany the mileage reimbursement request and be approved by the department director. The mileage covers all auto costs (fuel, repairs, insurance) other than parking and tolls. Receipts are required for reimbursement of parking and tolls.

Section 3. After twelve consecutive hours of work, employees in the Wastewater Treatment Department and in the Building and Grounds Department shall be granted a meal allowance of twenty dollars (\$20.00).

ARTICLE 7 – HOLIDAYS

Section 1. Holidays.

The following shall be paid holidays for all eligible persons:

New Year's Day	Labor Day
Martin Luther King Day	Indigenous Peoples Day
Washington's Birthday	Veterans Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day	

For non-emergency personnel, whenever any of the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

For Maintenance Staff when a holiday falls on a Friday the preceding Thursday will be observed as the holiday. For City Hall staff when a holiday falls on a Friday they will be scheduled to work a workday shortened by 4 hours on the preceding Thursday.

Emergency services personnel not scheduled to work on a holiday shall be paid an additional eight hours or shall have the option of receiving compensatory time at straight time.

Section 2. Eligibility Requirements.

In order to be eligible for holiday pay, employees must work their last regular scheduled work day immediately preceding and their first regularly scheduled work day immediately following the holiday, unless they are excused in writing by the City Manager or Department Head from compliance with this requirement. Excuses shall be granted for failure to work either the day before and /or day after a holiday because of vacation leave, personal leave, sick leave, or other approved leave with pay. Excuses may be granted for other reasons at the sole and absolute discretion of the City Manager or Department Head, and neither the granting nor the failure to grant such a discretionary excuse shall be subject to the grievance procedure. Employees who are not excused as provided above shall be considered ineligible.

Depending upon work requirements which demand immediate or special attention an employee may be required by the City Manager to work on a holiday, in which, the employee will be paid holiday pay for the time worked or allowed compensatory time off for the hours worked, up to a maximum of 8 hours.

ARTICLE 8 – SENIORITY

Section 1. Seniority means an employee's length of full time (30 hours or more per week) service with the City since the employee's last date of hire.

Section 2. In all applications of seniority under this Agreement, the ability of the employee shall mean the qualifications and ability including physical qualifications to perform work are, among the employees concerned, relatively equal, seniority as defined in Section 1 above, shall govern. Seniority shall be a governing factor in all matters affecting promotions, transfer, work shift, reduction in work force, recall and vacation preference.

Section 3. A seniority list shall be posted on the bulletin boards (listing all employees covered by this Agreement) by January 2nd of each year. The list shall include each such employee and his/her date of hire, with the employee with the greatest seniority first within the following categories: City Hall Office Employees, Recreation Employees, Library Employees, Maintenance Employees, and Waste Water Treatment Plant Employees.

ARTICLE 9 – PROBATIONARY PERIOD

Newly hired employees shall serve a probationary period for six full months of employment. During this period, not including any layoffs or approved leaves of absence without pay or other breaks in service, the work and conduct of the probationary employee shall be subject to close scrutiny and evaluation, and if found to be below standards satisfactory to the employer, the employer may remove or demote the probationary employee at any time during the probationary period. Such removals or demotions shall not be subject to the grievance procedure.

ARTICLE 10 – SICK LEAVE

Section 1. Each employee shall accrue sick leave at the rate of one day per month. Such leave shall be cumulative up to a maximum of one hundred twenty (120) days. The City Manager or Department Head may at any time, as a condition precedent to the continuance of sick leave, require a letter from a doctor, a clinical psychologist, or dentist, licensed to practice in the State of Maine, certifying the condition of the employee to be such as to justify the continued absence from employment. When a medical examination or doctor's certificate is required, on account of sick leave in excess of three (3) consecutive working days, such shall not be at the City's expense. No sick leave will be paid because of any injury or sickness incurred by reason of employment for an employer other than the City. Employees will be paid for 1/2 of any sick days earned over 120 days. Upon voluntary separation, death, or retirement, employees may credit up to 30 days accumulated sick leave towards earnable compensation for determining Maine State Retirement System benefit, and will be paid 1/2 of any remaining accumulated sick days. Employees that are hired after 7/1/17 are not eligible for the sick leave pay out.

Section 2. Sick leave may be used for illness, necessary medical or dental care or other disability of the employee or a member of the employee's immediate family, which requires the attention or presence of the employee. Immediate family in this case shall mean the spouse, children, step-children, wards, parents, step-parents, guardians, brothers, sisters, grandparents, grandchildren, any other person living in the household, and parents of the spouse of the employee. Reasons why the attendance of the employee is required shall be provided to the City.

Section 3. Employees who are requesting paid sick leave in accordance with this Article shall notify or cause to be notified the City Manager or Department Head at least 30 minutes to the time specified for the beginning of the work day, or as soon as it is reasonably possible. If the employee becomes sick during the work shift, they must notify or cause to be notified the City Manager or Department Head prior to leaving the work area.

ARTICLE 11 – WORKERS' COMPENSATION

An injured employee must report the injury immediately to his or her direct department head who will in turn report the incident to the Human Resource Director. The department head or his or her designee will file a "First Report of Injury" within 24 hours with the Human Resource Director, who will forward it to the City's Workers' Compensation program. Injured employees needing medical treatment will be treated at the City's designated occupational health provider or if seriously injured, at one of the area hospitals. If the employee is unable to return to work, the employee must provide a physician statement from the City's provider stating the incapacity and any restrictions.

Workers' Compensation benefits are paid a compensation based on the average weekly wage at the time of the injury and the employee's federal dependent filing status paid by our Workers' Compensation carrier. The employee may receive his/her average weekly pay by electing to have the difference between the amount paid by Workers' Compensation and the amount paid by the City deducted from his or her accrued leave. Any employee electing to remain on regular payroll will endorse the workers comp checks back to the City of Gardiner. Any employee electing to receive Workers' Compensation in lieu of base pay will be billed for any normal employee contributions toward benefits.

ARTICLE 12 – UNIFORMS, PROTECTIVE CLOTHING

Section 1. If any employee is required by the employer to wear protective clothing, or any type of protective device as a condition of employment, other than provided in the following sections, it shall be furnished at the City's expense, and shall remain the property of the City.

Section 2. The City shall provide the following for Waste Water Treatment Plant employees:

\$400.00 a year for employees to purchase clothing approved by the department head. Two jumpsuits and one pair of boots, to be replaced on an as needed basis as determined by the department head. Boot purchases shall not exceed \$250.00 per pair.

Section 3. The City shall provide the following for Maintenance employees:

\$400.00 a year from which purchase orders will be issued for approved items, by the department head. One pair of boots will be purchased by the City annually. Purchase of boots is subject to approval by the Department Head. Boot purchases shall not exceed \$250.00 per pair.

All issued equipment and/or uniforms shall remain the property of the City.

Section 4. The City agrees to pay up to \$200.00 for special safety prescription glasses and frames, no more than one pair per year per employee. Management reserves the right to determine whether or not the replacement is necessary. The prescription is to be furnished by the employee at his expense.

Section 5. Compliance with Internal Revenue Service Fringe Benefit rules (Pub 15-B Employers Tax Guide to Fringe Benefits) states that any clothing suitable for everyday wear (i.e., clothing for building and grounds employees, and WasteWater employees, that can be worn during off duty hours) are treated as taxable fringe benefits and are subject to all employee taxes. Thus, if the employee chooses to purchase clothing, that employee must bring in the receipt and the employee will be reimbursed through payroll and the appropriate payroll taxes will be deducted.

ARTICLE 13 – LEAVES OF ABSENCE

Employees in the Union are entitled to non-paid leaves of absence for disability and personal reasons after 12 months of services. Non-paid disability leaves of absence will be granted for up to 90 work days, when as a result of a disability an employee is not able to work. Such leaves will begin only after all accumulated sick and vacation leave has been exhausted. Eligibility for and continuation on disability leaves of absence will be dependent upon qualified medical certification as to inability to work. The City may require, at the City's expense, an employee to be evaluated by a qualified physician or psychologist of the City's own choosing as a condition for granting and/or continuing disability leaves of absence.

Non-paid personal leaves of absence will be granted for up to 30 work days when an employee requests one. Such leaves will begin only after all accumulated vacation time is exhausted and at the convenience of the City. Such non-paid personal leaves of absence shall not be granted to employees to accept remunerative employment elsewhere.

Only up to 90 work days disability and/or 30 work days personal leave of absence will be granted to an employee within any two year period and no additional disability and/or personal leave may be granted.

Employees desiring a personal leave of absence are to apply not later than 30 days before such leave is to begin, except in case of an emergency situation. If accumulated vacation time is to be used in conjunction with personal leave, then the employee is to apply 30 days before the beginning of such vacation leave. Disability leaves of absence may be applied for at any time.

Requests for leaves of absence shall be submitted to the City Manager in writing. Documentation substantiating basis for disability leaves of absence is to be submitted with requests. The City Manager shall reply in writing requesting additional information, or with approval, or with denial within 10 working days.

Employees will retain seniority and benefits after returning from non-paid disability or personal leaves of absence. However, employees on non-paid leaves of absence will not receive any paid benefits nor accrue vacation or sick leave. Employees not returning at the conclusion of non-paid disability or personal leaves of absence will lose employment and all longevity benefits.

ARTICLE 14 – ABSENCE WITHOUT LEAVE

No employee may be absent from duty without the permission of the employee's Supervisor or Department Head. Any employee absent without the permission of the employee's Supervisor may be subject to disciplinary action for the first offense and may be discharged from the service for the second offense.

After three (3) consecutive days of absence without leave, the City Manager may declare the position vacant and the employee automatically waives all rights to his position.

ARTICLE 15– BEREAVEMENT LEAVE

Leaves of absence without loss of pay shall be granted to employees for bereavement or to attend a funeral. For the death of a spouse, domestic partner, child or step-child, an employee will be granted five (5) days.

Employees in the Union will be allowed up to three days paid leave in the event of death in the employee's family of parents, step-parents, ward, guardian, brother, sister, in-law's, grandparents, grandchildren, any other person living in the household, spouse's grandparents; and one day in the event of death of aunts, uncles, first cousins, nieces and nephews. At the sole discretion of the City Manager, up to and including two additional paid bereavement days may be allowed for unusual circumstances.

ARTICLE 16 – JURY DUTY

An employee called for Jury Duty or subpoenaed by any legislative, judicial or administrative tribunal shall be granted time away from work and will be paid the difference between compensation paid for such duty and their regular wages for each day of service. Whenever any employee is excused from such service on any day prior to 2:00 p.m., the employee shall return to work in order to be eligible for the differential compensation only if he makes application thereof to the City and presents a statement in writing from the court as to the period of time served and the amount of payment made by the court.

ARTICLE 17 – UNION BULLETIN BOARDS/ACTIVITIES

Section 1. Bulletin Boards.

The employer agrees to furnish and maintain a suitable bulletin board in the City Hall building and in the Waste Water Treatment Plant for Union use. The Union shall limit its posting of notices and bulletins to these bulletin boards.

Section 2. Union Activities on Employer's Time and Premises.

The City agrees that, during working hours, on the employer's premises and without loss of pay, providing that it imposes no hardship on the City and is done within a period of time that will not infringe upon the employee's duties and responsibilities to the City, the Union steward shall be allowed to:

- Post notices
- Distribute Union literature
- Solicit Union membership during other employees' non-working time

- Transmit communications, authorized by the local Union or its president, to the employer or his representative
- Consult with the employer, the employee's representative, local Union officers or other Union representatives from the State, County and other National units concerning the enforcement of any provisions of this Agreement.

ARTICLE 18 – ANNUAL LEAVE

Section 1. Each employee subject to this contract shall earn vacation with pay on the following basis: One (1) work day shall be earned for each completed full month of service during the first five (5) years of service with the City. Thereafter, provided the last five (5) years of service have been continuous, vacation shall be earned on the following basis: for each completed full month of service with the City, one and one-fourth (1 1/4) days shall be earned until ten (10) years have been completed; one and one-half (1 1/2) days shall be earned until fifteen (15) years have been completed; one and three-fourths (1 3/4) days shall be earned until twenty (20) years have been completed; two (2) days shall be earned until twenty-five (25) years have been completed; thereafter, two and one-fourth (2 1/4) days shall be earned.

Employees with less than five years continuous City employment will be allowed to accumulate up to 12 days vacation; employees with more than 5 years continuous service, but less than 10 years, 15 days; employees with more than 10 years continuous service, but less than 15 years, 18 days; employees with more than 15 years continuous service, but less than 20 years, 21 days; and employees with more than 20 years continuous service, 24 days. Exception may be made for illness, emergencies and job requirements at the discretion of the City Manager.

Annual leave shall be arranged by the department head in such a manner as to cause a minimum loss of service to the public. Employees are eligible to select vacation time according to the following procedures.

Requests for vacation leave shall be made prior to April 1 of the calendar year. Choice of vacation periods made prior to that date shall be granted to employees on the basis of seniority. If it becomes necessary to limit the number of employees on vacation at any one time, employees shall be entitled to vacation preference on the basis of seniority by classification. Vacation requests made after April 1 of the calendar year will not be subject to seniority preference; rather, vacation will be granted in the order of the date of request. The employer will not grant more than two consecutive weeks of vacation to any employee except when no other employee in the department has requested vacation during a consecutive third or subsequent week.

The parties agree to review this policy after one year to assess how well it is working.

Section 2. An employee may carry up to one year's vacation accumulation on the books at any one time. The City Manager may, at the employer's sole discretion, allow one (1) additional week to be carried over.

ARTICLE 19 – SEPARATION OF EMPLOYMENT/RECALL

Section 1. Upon separation in good standing, the employee shall receive all accumulated unused vacation pay.

Section 2. Whenever there is a lack of work or lack of funds or other necessity requiring reduction in the number of employees in a department or division of City government, the required reduction shall be made in such positions as the City Manager or Department Head may designate, provided the employees and welfare for work recipients shall be laid off in the inverse order of their seniority by position. Within each affected position, all temporary employees shall be laid off before any permanent employees.

Section 3. For a period of eighteen months, all permanent full-time employees shall be recalled from layoff according to their seniority by position. For a one year period following layoffs, no new employees shall be hired until all employees on layoff status by position, desiring to return to work have been recalled.

ARTICLE 20 – DISCIPLINARY ACTION

Section 1. Disciplinary action may be imposed for just cause on an employee for failure to fulfill his or her responsibilities as an employee, for among others, any of the below listed reasons, which are not intended to be all inclusive. Management shall provide notice of discipline to the Union Steward.

1. Failure to perform duties at an acceptable level of competence and/or efficiency.
2. Insubordination and/or failure to carry out a legal and proper instruction of a proper supervisor.
3. Theft of City property, assets, money or services.
4. Being under the influence of intoxicating beverages or drugs while on duty.
5. Conviction of theft or any felony while employed by the City.
6. Conduct which reflects unfavorably upon the City.
7. Wanton carelessness or negligence in the care or use of City property.
8. Sleeping on the job.
9. Habitual tardiness or absence from duty.
10. Discourtesy to the public.
11. Inability to get along with fellow employees.
12. Submission of inflated or fraudulent time records for payment of services not performed.
13. Willfully giving false statements to a Department Head, the City Manager, Council Member or the public.
14. Any other reason constituting just cause.
15. Conviction of any crime.

Section 2. Disciplinary actions shall include only the following: oral reprimand, written reprimand, suspension, disciplinary probation and discharge. The disciplinary action taken shall be for just cause and should reflect the severity of the situation. Department Heads are responsible for overseeing the behavior and job performance of employees within their respective departments and for initiating corrective and/or disciplinary action when called for. The City Manager is responsible for overseeing the behavior and job performance of employees over whom the City Manager has charge.

Section 3. Reprimand Procedure: A Department Head or the City Manager who notes unsatisfactory behavior or job performance of persons over whom he or she has charge may issue an oral or written reprimand to an employee, which shall include a reason or reasons for the reprimands, and the type of behavior and/or level of job performance expected. Means of improvement should be discussed. Reprimands shall be presented with regard for minimizing embarrassment to the employee before other employees or the public.

Section 4. Disciplinary Probation: Depending upon the circumstances, an employee may be placed on disciplinary probation. The employee will receive a written notice stating the reason or reasons for the disciplinary probation, the effective date of such action and length of same (maximum 120 days). The employee will continue the employee's duties on a paid status while on disciplinary probation and shall not lose their seniority or other rights and benefits under this Agreement.

When the employee's disciplinary probation expires, the Department Head shall notify the employee and the City Manager, or the City Manager shall notify the employee as the case may be, that:

1. The employee's behavior and/or job performance is/are satisfactory and that the employee should be retained in his or her position, or
2. The employee's behavior and/or job performance remains unsatisfactory and that the employee is to be suspended or discharged.

Section 5. Suspension: A Department Head and or the City Manager may suspend an employee over whom he or she has charge without pay for up to a maximum of seven (7) working days. Depending upon the situation, such suspensions may be in lieu of a disciplinary probation or at the expiration of a disciplinary probation. The employee will receive a date, and the length thereof. Within 30 calendar days of the employee's return on the job, the Department Head will inform the City Manager

that either the employee's behavior and/or job performance has improved and that the City Manager recommends retention; or that the employee's behavior and/or job performance remains unsatisfactory and that the City Manager is discharging the employee for just cause.

Section 6. Discharge: In addition to the reasons cited in Section 1, an employee may be discharged for just cause.

The Department Head or the City Manager, as appropriate, shall inform the employee and the Union in writing of the discharge and the reasons therefor. Discharges shall be made only after every effort has been made to correct the situation or in case of serious infractions.

Section 7. An employee has thirty (30) days after receiving a disciplinary action to place a document in their personnel file in answer to the discipline imposed. Employees shall have access to their personnel file as provided by State law.

Section 8. When circumstances warrant, an employee may be placed on paid administrative leave pending the outcome of a thorough investigation or the final outcome of legal proceedings. The employee will receive a written notice stating the reason or reasons for such leave and the effective date. The employee shall not lose their seniority or other rights and benefits under this Agreement during such leave.

When an employee is placed on paid leave in circumstances where they have been arrested and/or charged with a crime, the City proposes to begin paying them by using their existing vacation, sick, and compensatory time. Once this time is exhausted, the City will continue paying the employee until a decision is made to have the employee return to work or be separated from employment. If the employee is cleared to return to work, the sick, vacation, and compensatory time shall be replenished. If the employee is terminated, they will not have any time on the books to cash out. While on paid leave employees shall not accrue vacation and sick time. Nothing in this clause shall prohibit the City from terminating an employee charged with a crime or pursuing other disciplinary means.

ARTICLE 21 – OVERTIME

Section 1. Employees shall be paid at the rate of one and one-half times their regular rate of pay for all authorized hours worked over 40 hours each week, except for shifts swapped under Article 8. Working hours to include compensatory time off, holidays, vacation, and sick leave.

Section 2. Compensatory time off at the rate of one and one-half times each hour of overtime worked may be selected instead of overtime pay. Compensatory time shall be limited to a maximum of 80 hours in the books at any one time, including any compensatory time earned in Article 7, Holidays.

Section 3. The Planning Administrative Assistant will be paid at time and one-half when performing General Assistant duties outside of normal work hours in fifteen (15) minute increments.

ARTICLE 22 – CALL BACK

Section 1. An employee called back (unscheduled) to work after having left work shall be compensated for a minimum of four hours pay at time and one half times the regular rate of pay unless the time extends to the employee's regular work shift or unless the individual is called back to rectify the employee's own error.

Section 2. An employee returning to work for planned (scheduled) overtime will be compensated for a minimum of three hours pay at the regular rate of pay.

Section 3. When required, the Waste Water Treatment Plant employees who perform Saturday, Sunday and Holiday plant checks shall receive a minimum of four hours compensation for each check, to be taken as overtime pay or compensatory time off at time and one-half employee's regular rate of pay. Employees will rotate plant check duty equally on a pre-scheduled basis.

ARTICLE 23 – HEALTH INSURANCE

Section 1. The City shall maintain a group medical, major medical and hospital insurance policy, offered through the Maine Municipal Employees Health Trust (MMEHT), and shall pay all premium costs for employees and their families including dependent children over 18 years of age who are attending school full time and who are eligible for coverage under the policy in effect for all employees.

For employees hired prior to 11/1/11, the City shall pay 100% of the premium for a single employee and 50% of the additional premium for any level of dependent coverage selected. For employees hired after 11/1/11, the City shall pay 80% of the premium for single coverage and for single with dependent coverage. The employee will be responsible for the remaining 20% of the premium. For family coverage, the City will pay 72% of the total premium and the employee will pay the remaining 28%. All employee payments shall be made through payroll deduction.

Beginning January 1, 2020, the City will offer Union employees the MMEHT PPO 2500 plan. The maximum out-of-pocket expense for in network services under the PPO-2500 plan is set by MMEHT per calendar year. Through a health reimbursement arrangement (HRA) administered by a company of the City's choosing, the City will reimburse employees for the maximum out-of-pocket, in network, expenses paid by the employee up to the maximum per calendar year.

Employees may participate at their own expense in any options for other coverage available to the employees through the City's insurance carrier, but provided by the City in this section. Registered domestic partners are eligible for the city share of the premium for dependent coverage.

Retirees and their spouses shall be allowed to remain in the group provided such coverage is available through the City's policy and provided that the retiree or their spouse pays the entire premium cost.

Upon proof of medical insurance coverage elsewhere, an employee shall be paid through the normal payroll process an annual sum of \$4248.00. This sum divided by 12 and will be paid monthly in the employee's payroll check.

In the event that an employee who is eligible for City paid dependent coverage has a spouse who is also employed by the City, the City will pay the cost of medical insurance for only one spouse employed by the City and the other spouse will not be eligible for any payment for not having medical insurance coverage through the City. The City shall pay individual coverage for both spouses employed by the City if not eligible for dependent coverage.

The benefits provided for herein shall be provided through a self-insured plan, or under group insurance policy or policies issued by an insurance company or companies, profit or non-profit as selected by the City. All benefits are subject to the provisions of policies between the City and its carrier and any difference between any employee and his beneficiary and the insurance carrier(s) on the process of claims shall not be subject to the grievance procedure.

Notwithstanding any such change, the level of benefits shall remain the same or better as in effect on the effective date of this contract. Any changes in the level of benefits must first be approved by the Union.

Section 2. The City agrees to continue to provide Health Insurance coverage to employees on Workers' Compensation as a result of an injury sustained in the performance of the employee's job for the City until the employee is accepted for disability retirement, settles the claim with the insurance carrier or has been classified to be permanently, totally or partially disabled by the Workers' Compensation Commission or the City's insurance carrier.

ARTICLE 24 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievance Procedure. A grievance is hereby jointly defined as any dispute or controversy which may arise under the interpretation, application, or meaning of this Agreement.

- Step One. The aggrieved employee or employees shall present the grievance in writing to the shop steward within ten (10) days from the event giving rise to the grievance. The matter shall be discussed at a meeting to be held with the affected employee's(s') department head within ten (10) days of the grievance being filed. The department head shall respond in writing within ten (10) business days from the date of the hearing with an answer on the grievance.
- Step Two. If the grievance has not been settled in Step One, the union steward may, within ten (10) working days from the date the written response is due from the department head, appeal to the City Manager. The City Manager shall meet with the steward, employee(s) affected, and the Union Business Agent within ten (10) working days of receipt of the grievance. The City Manager shall render a decision in writing to the shop steward and the Union Business Agent within ten (10) working days of the meeting.
- Step Three. If the grievance has not been settled in Step Two, the union may file for arbitration of the issue within ten (10) days of the date the City Manager's decision is received.

Arbitration Procedure

The arbitration proceeding shall be conducted by an arbitrator who is selected by the parties within ten (10) working days after notice is given. If the parties fail to agree upon a single arbitrator, a request shall be made to the Maine Board of Arbitration and Conciliation or the Labor Relations Connection for an arbitrator.

The decision of the arbitrator(s) shall be final and binding on the parties, and a decision shall be written within thirty (30) days of the hearing. Any and all expenses of the arbitrator(s) shall be borne equally by the parties. Each party shall be responsible for compensating its own representatives or witnesses.

Section 2. Employees selected by the union to act as stewards shall be known as union stewards. The union shall notify the City which employee(s) are so appointed. Union stewards shall be allowed to process and investigate grievances during regular working hours without loss of pay, providing it causes no hardship on the City, and does not interfere with the employee's duties and responsibilities. Stewards shall obtain permission of the department head prior to processing grievances while on duty.

Section 3. Time limits for processing grievances may be extended by mutual consent of the parties (City and Union).

Section 4. Nothing in this article shall diminish the right of any employee covered by this Agreement to present their own grievance, as per Title 26 section 967 MRSA.

Section 5. All reference to 10 days is to be interpreted as 10 working days in the Town Office exclusive of holidays.

ARTICLE 25 – RETIREMENT

The City requires that all permanent, full-time employees participate in the Maine Public Employees Retirement System (MainePERS) plan Regular-AC. This retirement plan provides fifty percent of the employee's average final compensation if the employee works under the plan for 25 years. The employee will also receive an additional 2% of average final compensation for each year worked over 25. Participants are vested after five (5) years in the plan.

In addition to the retirement pension, there are survivor's benefits, disability benefits, death benefits and military benefits.

The plan provides for retiree Cost-of-Living Adjustments (COLA's) and are calculated annually (by MainePERS Board of Trustees), based on the Consumer Price Index for All Urban Consumers (CPI-U) as of the end of each fiscal year ending June 30. All provisions of the plan are established by the MainePERS and may be changed.

ARTICLE 26 – POLITICAL ACTIVITY

Employees covered by this contract may not engage in political activity on City time. With respect to City Council office, such employees may not actively participate in any campaign or become a candidate for said office while employed by the City. This shall not be construed to prevent employees from becoming a member of a political organization, attending political organizational meetings, expressing their views in political matters, or voting with complete freedom in any election.

ARTICLE 27 – WAGES

1. Effective July 1, 2021, wages paid shall be in accordance with the attached pay plan Appendix B.
2. Wastewater Treatment Plant employees shall receive, in addition to the wages enumerated in Section 1 of this article, the following amount per week upon proof of current certification by the Maine Department of Environmental Protection.

<u>WWTP Operator Grade</u>	<u>Amount</u>
I	15.00
II	17.00
III	19.00
IV	21.00
V	23.00

3. When an employee is assigned to work in a higher classification, by the Department Head or the City Manager, for a minimum of four hours, the employee's pay shall be adjusted in accordance with degree of work performed in the higher classification.
4. Based on the qualifications and work experience of the employee hired, the City may allow lateral entry to each pay scale, up to the five (5) year step. Prior to any lateral entry taking place the City will make notification to the Union.
5. If any personally owned item is lost, damaged or stolen in the line of duty, the City will pay up to \$25.00 with a maximum of two items per year.
6. The Employee in this unit assigned the position of Safety Coordinator shall be paid a monthly stipend of fifty (\$50.00) dollars.
7. When the Planning Administrative Assistant is assigned back-up General Assistance coverage, when covering a full day (twenty-four hours) they will be paid a daily stipend of seven (\$7.00) dollars, Monday through Sunday.
8. The Lab Technician will receive a \$50 weekly stipend.

ARTICLE 28 – DETECTION OF SUBSTANCE ABUSE

Section 1. The City and the bargaining unit agree that the nature of the work of employees of the bargaining unit creates a need for the City to assure that no employee is, while in the service or representation of the City, engaged in chemical substance abuse.

Section 2. The City may, at any time, require that an employee who is in the first six months, or first year if the probationary period is extended, of the employee's employment, submit to testing of blood, breath, or urine for the purposes of detecting the presence of chemical substances including, but not limited to alcohol, illegal substances, or prescriptive drugs.

Section 3. The City may require that a permanent employee (one who has completed their probationary period) submit to the testing described in Section 2 when there is reasonable or just cause to believe that an employee is engaged in substance abuse.

Section 4. An employee who refuses to submit to such testing shall be summarily discharged provided, however, that a permanent employee so discharged shall, if reinstated by a favorable finding of a grievance proceeding pursuant to Article 23 of this Agreement or after a favorable judgment from a court of law, be compensated for lost wages and benefits from the date of discharge to the date of reinstatement. The only grounds for grieving such a discharge pursuant to the provisions of Article 23 of this Agreement is that the City acted upon something less than reasonable or just cause to suspect substance abuse.

ARTICLE 29 – JOB STRESS

The City agrees to investigate the establishment of an employee assistance program that will, among other things, provide professional counseling services to employees affected by occupational stress.

ARTICLE 30 – SEVERABILITY


If any provision of this Agreement is subsequently declared by legislature or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if parties are unable to agree within thirty (30) days following commencement of the initial meeting then the matter shall be postponed until contract negotiations are reopened. In no case will the City be expected to violate federal or State law nor to duplicate benefits.

ARTICLE 31 – EFFECTIVE DATE

This Agreement shall be effective as of July 1, 2024 and shall remain in full force and effect until June 30, 2027. This contract shall automatically be renewed for succeeding one-year periods unless either party shall notify the other to re-negotiate at least 120 days prior to June 30.

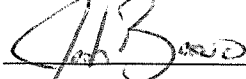
Dated 6/14/2024

For the City:



City Manager

For the Union:



Benjamin L. Dice

APPENDIX A

SENIORITY LIST

Name and Dept Hire Date

City Hall

Christopher, Angie	06/04/19
Lovely, Hailee	05/30/23
Jones, Alyssa	05/06/24
Pelletier, Trisha	06/17/24

Library

Nichols, Virginia	07/01/07
Russell, Ann	09/05/09 *
Betit, Jessica	07/12/21
Bolitho, Stacia	05/15/23

Maintenance

McArthur, Mike Sr.	07/11/22 *
McArthur, Mike Jr.	08/01/23 *
Trombley, David	05/28/24
Custodian	Vacant

WasteWater

MacMaster, Douglas	02/21/11 *
Miller, Christopher	10/15/13 *
Dice, Benjamin	01/23/17 *
Peabody, David	02/07/23 *

* Dues paying member.