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AGREEMENT BETWEEN
TOWN OF OLD ORCHARD BEACH
PUBLIC WORKS
AND
AMERICAN FEDERATION OF STATES,
COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 93, LOCAL 481
JULY 1, 2014 TO JUNE 30, 2017

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This Agreement in entered into by the Town of Old Orchard Beach, hereinafter referred to as the Employer, and Local 481, Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

ARTICLE 1: RECOGNITION

Section 1: The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours working conditions pursuant to 26 M.R.S.A. 965 for all employees of the Public Works Department of Old Orchard Beach who are Unit members and who are public employees as defined by M.R.S.A 962. This includes all public employees, except the Director of Public Works Department, the Assistant Public Works Director, Office Manager, and all temporary employees who are given summer employment only, or temporary, seasonal , or on-call employees as defined by 26 M.S.R.A. 962.

Section 2: All new employees shall serve a probationary period of six (6) months after beginning employment as public employees defined in Section 1 above during which time the Town may remove the probationary employee at any time.

ARTICLE 2: UNION SERVICE FEE

Any present or future employee who is not a Union Member and who does not make application for membership, shall sign a payroll deduction form to pay the Union each week a service charge as a contribution toward the administration of this Agreement in accordance with Article IV, Section 2 of the AFSCME Council 93 Constitution and Article IX, Section 6 of the International Union Constitution. The Union shall have the right to enforce this payment provision pursuant to any legal or regulatory procedures. The Union shall indemnify, defend and the hold the Employer harmless against all claims, suits, legal costs, and penalties which may arise by reason of any action taken in making deductions of said union fees and remitting the same to the Union pursuant to this Article.

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ARTICLE 3: MEMBERSHIP DUES

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

The Employer agrees to deduct the Union’s weekly membership dues, fair share fees and Union benefit premiums from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by Council # 93, and the aggregate deductions made and the total amounts deducted for each of those employees to the Union by the fifteenth (15th) day of the succeeding month, after such deductions are made. The amount deducted for Union dues and fair share fees shall be submitted in one (1) check and the amount deducted for Union benefit premiums shall be submitted by a separate check along with separate lists showing the amount deducted in each category for each employee.

The written authorization for Union dues deductions of membership dues shall be irrevocable during the term of this Agreement except that an employee may revoke the authorization, provided the employee notifies, in writing, the Employer and Council #93 at least thirty (30) days, but not more than sixty (60) days prior to the expiration date of this Agreement.

The authorization for deduction of Union benefit fund contributions may be stopped at any time provided the employee submits in writing to the Employer and the Union a sixty (60) day notice of such intent.

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving a written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by remittance.

141 The Union shall indemnify, defend and hold the employer harmless against all
142 claims, suits, legal costs, and penalties which may arise by reason of any action
143 taken in making deductions of said dues and remitting the same to the Union
144 pursuant to this Article.
145

146 **ARTICLE 4: HOURS OF WORK**

147
148 Section 1: Regular Hours

149
150 The regular hours of work each day shall be consecutive, except for
151 interruptions for lunch periods. References to consecutive hours of work in the
152 balance of this Article shall be construed generally to include lunch periods.
153

154 Section 2: Work Day

155
156 Work day beginning at 7:00 a.m. and ending at 3:00 p.m. shall constitute the
157 regular work day, excepting the Town cell phone detail whose hours shall be
158 determined by the Employer.
159

160 Staff, that has qualified to operate the sewer maintenance equipment may
161 carry a Town cell phone for a seven (7) day period beginning at 3:00 p.m. on
162 Friday and shall be reimbursed at the following rates. The primary call person
163 shall receive (1) one hour straight time pay for each weekday they carry the
164 Town cell phone with the exception of holidays. Employees shall receive six (6)
165 hours straight time pay for each Saturday, Sunday and Holiday on which they
166 carry a Town cell phone. Employees shall be paid all other hours in the event
167 they are called out during their period of standby in accordance with Article 12.
168 No more than one sewer employee shall be on standby at any given time.
169 Weekend duties may be split with notification to the Director by the end of the
170 workday Friday. Said employee shall also be provided a Town cell phone as
171 soon as available with the most optimum range. All Town cell phone calls will
172 be handled by this employee. Employees on Town cell phone detail may be
173 prohibited from weekend sweeper detail during that week. Employees on
174 Town cell phone detail who are working unscheduled overtime and receive a
175 page will be paid the four (4) hours call back in accordance with Article 12, call
176 time in lieu of the two (2) hours guaranteed overtime per Article 14, Overtime,
177 Section 2. Sick leave restrictions as referred to in Article 8, Section 1 shall
178 extend to 7:00 am the following day with respect to the Town cell phone detail.
179

180 Any additional changes regarding the work week and/or work day may be
181 negotiated at will upon the consent of both parties.
182

183 Section 3: During emergency snow situations, after employees have worked
184 sixteen (16) consecutive hours, the Employer may send an employee home to
185 rest for a maximum of eight (8) hours. When an employee is sent home to rest
186 from Article 4, Section 3 during the workday, the employee will be paid for the
187 remainder of the shift. In the event this situation occurs, the Employer shall
188 not assign the Town equipment to any part-time or emergency employee
189 except in an emergency as determined by the Public Works Director. It is
190 further agreed that the town may hire part-time trucks/drivers for snow
191 removal or any declared emergency, as needed.
192

193 **ARTICLE 4A: WORK WEEK**

194
195 Section 1: All working hours over eight (8) hours per day in any day or over
196 forty (40) hours in any week shall be paid at the rate of one and one-half (1½)
197 times the employees regular rate of pay. No pyramiding will be allowed.
198 Overtime compensation shall not be paid more than once for the same hours
199 under any provision of the Article, the Agreement, or State or Federal law.
200

201 Section 2: Compensatory Time

202
203 If an employee makes a request to receive compensatory time for overtime
204 hours worked, the Director of Public Works or his Designee shall make the sole
205 determination as to whether or not to grant compensatory time-off for
206 overtime worked or pay overtime. Compensatory time shall only accumulate for
207 up to forty (40) hours. Compensatory time must be used within one (1) year of
208 when it is earned. Use of compensatory time shall be used with the expressed
209 permission of the Director of Public Works.
210

211 **ARTICLE 5: REST PERIODS**

212
213 Section 1: All employees' work schedules shall provide for a twenty (20)
214 minute rest period during the morning one-half (½) shift. The rest period shall
215 be scheduled, by the Director of Public Works, at an appropriate time of this
216 one-half (1/2) shift whenever this is feasible for all personnel on a 7:00 a.m. to
217 3:00 p.m. shift. All other personnel will be granted two (2) fifteen (15) minute
218 breaks, one (1) mid-morning and one (1) mid-afternoon.
219

220 Section 2: Employees, who for any reason work beyond their regular quitting
221 time into the next shift, shall receive a fifteen (15) minute rest period before
222 they start to work on such next shift. In addition, they shall be granted the
223 regular rest periods that occur during this shift.

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ARTICLE 6: MEAL PERIODS

Section 1: All employees shall be granted lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each eight (8) hour shift, from 12:00 noon to 12:20 p.m.

ARTICLE 7: HOLIDAYS

Section 1: Holidays Recognized and Observed

The following days shall be recognized and observed as paid holidays:

1. New Year's Day
2. Martin Luther King Day
3. Washington's Birthday
4. Patriot's Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Day After Thanksgiving
12. One-Half (1/2) day before Christmas
13. Christmas Day

Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

Section 2: Eligibility Requirements

Employees shall be eligible for holiday pay under the following conditions:

1. The employee would have been scheduled to work on such day if it had not been observed as a holiday.

- 264 2. The employee worked his/her last scheduled work day prior to the
265 holiday and the day after, unless he/she is excused by the employer,
266 or is absent for any reasonable purpose as determined by the Town
267 Manager or his/her Designee whose decision shall not be arbitrary or
268 capricious.
269
- 270 3. If a holiday is observed on an employees scheduled day off or during
271 his/her vacation, he/she shall have another day off.
272

273 Section 3: Holiday Pay
274

275 Eligible employees who perform no work on a holiday shall be paid eight (8)
276 times their current hourly rate of pay.
277

278 Section 4: Holiday Work
279

280 If an employee works on any of the holidays listed above, he/she shall be paid
281 the following premium rates in addition to his holiday pay:
282

283 Time and one-half (1½) his/her regular hourly rate for all hours worked.
284

285 **ARTICLE 8: SICK LEAVE**
286

287 Section 1: Allowance
288

289 Any employee contracting or incurring any non-service connected sickness or
290 disability which renders such employee unable to perform the duties of his
291 employment shall receive earned sick leave with pay. Sick leave will be granted
292 for care of immediate family members incapacitated due to illness. Employees
293 who call out on personal sick leave are not available for duty until 5:00 a.m.
294 the following day. Employees who call out sick for family illness must identify
295 when they will be available for duty.
296

297 Employees shall accrue 1.846 hours of sick time each week of service
298 accumulative nine hundred and sixty (960) hours. Employees who have sick
299 leave accumulations in excess of nine hundred and sixty (960) hours
300 shall not accumulate any further sick hours until their total drops below nine
301 hundred and sixty (960) hours. Said sick leave provisions shall not apply in
302 cases of injury on the job. If the employer has reason to believe that any
303 employee is not sick, said employee shall be required to submit for just cause,
304 to the Town, proof of sickness from a doctor selected by the Town, at the
305 Town's expense.

306 Employees shall be compensated in cash for seventy-five percent (75%) of
307 their accumulated unused sick leave when they are permanently separated
308 from employment as a result of voluntary resignation, retirement, or death.
309 This shall only apply if the employee has worked for the Town for a period of
310 ten (10) years or more. Employees with five (5) years of service, but less than
311 ten (10) years of service, shall receive twenty five percent (25%) of their
312 accumulated unused sick leave upon separation unless mutually agreed
313 otherwise. Any employee with less than five (5) years of service shall not
314 receive any cash value for unused sick leave.

315

316 Section 2: Extended Leave

317

318 The Town agrees that an employee out on sick leave for an extended period of
319 time may be allowed to continue their participation in the Town's health
320 insurance plan for up to twelve (12) months depending on the individual
321 circumstances of the necessity of their leave. Where an employee has been
322 unable to work for twelve (12) months, the employee may be terminated from
323 his/her position. This twelve (12) month period may be extended by the Town
324 if documentation is provided from the employee's attending physician
325 confirming that an employee's prognosis for return is probable. Such
326 termination shall not be considered disciplinary in any way.

327

328 **ARTICLE 9: SENIORITY**

329

330 Section 1: A seniority list shall be established listing all employees covered by
331 this agreement, with the employee with the greatest seniority listed first.
332 Seniority shall be based on the employee's date of hire and shall be retained by
333 an employee for twenty-four (24) months from the date of termination.

334

335 Section 2: Seniority shall be considered in all matters affecting transfer, work
336 shift, reduction in work force, recall, vacation preference and promotions. In
337 the case of promotions, seniority shall be the determining factor provided the
338 employees who are being considered for promotion are equally qualified.

339

340 Section 3: Promotions The term promotion, as used in the provision, means
341 the advancement of the employee to a higher paying position or the
342 reassignment of an employee at the employee's request to a position the
343 employee considers to be in his/her best interest regardless of the rate of pay.

344

345 A. Other than a temporary opening as defined below, whenever a job
346 opening occurs in any existing job classification or as a result of development
347 or establishment of new job classifications, a notice of such opening shall be

348 posted on all bulletin boards for five (5) working days prior to outside
349 advertisement.

350
351 B. During this period, employees who wish to apply for an open position or
352 job including employees on layoff – may do so. The application shall be in
353 writing and it shall be submitted to the Director of Public Works.

354
355 C. The Employer shall fill the opening by promoting from among the
356 qualified bargaining unit applicants members, as determined by the Public
357 Works Director whose decision shall not be arbitrary or capricious.

358
359 D. Temporary job openings are defined as vacancies that may periodically
360 develop in any job classification but do not exceed thirty (30) calendar days.
361 Job openings that recur on a regular basis that remain open more than the
362 thirty (30) calendar days at a time shall not be considered temporary job
363 openings, excluding summer help.

364
365 E. Temporary job openings may be filled by the employer. Assignment or
366 reassignment may be made in terms of a promotion based upon seniority
367 provided the employees' demonstrated skills and qualifications are equal as
368 determined by the Director of Public Works. Temporary assignments shall be
369 considered as training assignments by which an employee may obtain
370 experience that will enable him to qualify for future promotions.

371
372 F. Temporary and summer employees shall be limited to the driving of
373 equipment rated at one (1) ton or less (excluding the holder tractor) and all
374 hand tools. Temporary and summer employees shall not be used as operators.
375 Upon mutual agreement between the Town and the Union the use of
376 temporary/summer employees as operators may be waived.

377
378 Section 4: Transfer to Other Jobs

379
380 Employees desiring to transfer jobs may submit an application in writing to the
381 Director of Public Works. The application shall state the reason for the
382 requested transfer.

383
384 Employees requesting transfer may be transferred to equal or lower paying job
385 classification on the basis of seniority provided the employees' demonstrated
386 skills and qualifications are equal as determined by the Director of Public
387 Works.

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390

391 Section 5: New or Vacant Jobs

392

393 New jobs or vacancies in existing job classifications (jobs vacancies are existing
394 job classifications that are not occupied due to a curtailment of operations,
395 employee illness, employee leaves of absence, or any other reason) may be
396 filled initially by the Employer on the basis of temporary transfer. During the
397 period of temporary transfer, the job shall be posted on all bulletin boards.
398 Employees desiring to transfer to the job may submit an application in writing
399 to the Director of Public Works. The Employer, upon awarding the new job
400 classification or vacant job, shall fill the new job classification or the vacant job
401 within ten (10) days.

402

403 Section 6: Lay-off and Recall

404

405 In the event it becomes necessary to lay off employees for any reason,
406 employees in the same classification shall be laid off in the inverse order of
407 their seniority, and shall be recalled from layoff according to their seniority.

408

409 In the event of a layoff or a reduction in the size of the work force an
410 employee may bump an employee in a lower classification provided that there
411 is an employee with less seniority to be bumped. The employee who is bumped
412 shall enjoy similar bumping rights. No employee may bump into a job for which
413 he/she is not experienced or qualified as determined by the Director of Public
414 Works, whose decision shall not be arbitrary or capricious nor may an
415 employee bump in any instance in which there is no junior employee for him to
416 replace.

417

418 Employees on layoff shall retain pension and all other seniority rights for up to
419 twenty-four (24) months while on layoff.

420

421 No new employees shall be hired until all employees in the same classification
422 on layoff status desiring to return to work have been recalled. All employees
423 recalled from layoff shall be returned to the job classification from which they
424 were laid off.

425

426 **ARTICLE 10: ANNUAL VACATIONS**

427

428 Section 1: Each employee of permanent standing shall be entitled to annual
429 vacation leave with pay at the convenience of the Town in accordance with
430 his/her current terms of continuous employment with the Town's vacation
431 schedule as follows:

432

YEARS OF CONTINUOUS SERVICE (BEGINNING ACCRUAL)	MAXIMUM ANNUAL VACATION HOURS ACCUMULATION	HOURS OF VACATION ACCRUED PER WEEKLY PAY PERIOD
Date of hire through 5 years	80 hours	1.538 hours
Beginning 6 th year through 10 th year	120 hours	2.307 hours
Beginning 11 th year through 20 th years	160 hours	3.076 hours
Beginning 21 st year to retirement	200 hours	3.846 hours

434

435 Section 2: Employees who are separated from the Town and who have
436 accrued vacation to their credit at the time of separation shall be paid the
437 salary equivalent to the accrued vacation.

438

439 Section 3: In the event that an employee has not utilized his/her accrued
440 vacation leave on the employee's anniversary date, the employee shall be
441 allowed to carry eighty (80) hours of vacation leave into a subsequent year.
442 Any other unused vacation time will be forfeited. Management will make every
443 effort to afford reasonable time off for the vacation time requested, given
444 however, that the successful operation of the Public Works Department is the
445 highest priority. To that end, a mutually agreed upon system will be developed
446 to accommodate vacation time requests to try to prevent any employee from
447 not taking their desired time off. If for some reason beyond the reasonable
448 control of the employee, management has contributed to the inability of any
449 employee to take the expected vacation time off, the employee may be able to
450 carry forward more than two (2) weeks of vacation.

451

452 An employee may be allowed to work vacation at a straight time rate of pay
453 only with the expressed approval of the Town Manager.

454

455 Section 4: If a holiday falls within an employee's vacation period, he/she shall
456 not have that day charged against his/her accumulated vacation time.

457

458 Section 5: No employee shall be entitled to work his/her vacation with pay,
459 except in the case of emergency conditions and with the express written
460 permission of the Town Manager or his/her designee. Employees called into
461 work during his/her vacation shall not have vacation time charged for those
462 hours.

463
464 Section 6: Use of sick time while on vacation is prohibited.

465
466 Section 7: Vacations will be scheduled based on department operational needs
467 at the discretion of the Department Head.

468
469 Section 8: Vacation selection will be based on seniority and will continue year
470 to year until opportunities for selection have been afforded to all employees on
471 the seniority list, then selection opportunities shall begin again at the top of the
472 seniority list. Any additional vacation scheduling shall be subject to the needs
473 of the Public Works Department at the sole discretion of the Director.

474
475 **ARTICLE 11: PAID LEAVES**

476
477 Section 1: Bereavement Leave

478
479 In the event of a death in the employee's immediate family, employees may be
480 granted a leave of absence with pay of up to forty (40) hours. Immediate
481 family is defined as an employee's spouse, domestic partner, parent,
482 child/stepchild, brother, sister, and/or grandparents. This leave is intended for
483 use during the work days that fall within the family member's time of death
484 and the day after the funeral. This leave may also be used for delayed services
485 with the prior approval of the departmental supervisor.

486
487 In the event of the death of an employee's father-in-law, mother-in-law,
488 brother-in-law, and/or sister-in-law, the employee may be granted up to
489 twenty-four (24) hours leave of absence with pay to make household
490 arrangements and/or to attend the funeral services.

491
492 Section 2: Jury Duty

493
494 Employees shall be granted a leave of absence for jury duty or jury services
495 and be paid the difference in salary pay, upon presentation of proof, and jury
496 pay. If an employee is excused from jury duty, he will return to work within
497 one (1) hour.

498
499 Section 3: Civic Duty

500
501 Employees required to appear before a court or other public body on any
502 matter not related to their work and in which they are not personally involved
503 (as a plaintiff or defendant) and employees elected or appointed to any non-
504 municipal political or non-political legislative position who requests a leave of

505 absence may be granted a leave of absence, without pay, for a reasonable
506 period to fulfill these responsibilities.

507

508 Section 4: Personal Leave

509

510 Unit employees shall be allowed sixteen (16) hours per calendar year. Said
511 personal days shall only be taken with the approval of the Director of Public
512 Works.

513

514 Section 5: Military Leave

515

516 Employees will be granted a military leave of absence without loss of seniority
517 to fulfill their military duties in the Armed Forces, National Guard, or Military
518 Reserves. The employee on reserve or guard duty must furnish the
519 Department Head with an official statement signed by authority giving the
520 employee's rank, pay and allowance during employee's seventeen (17)
521 calendars day period. The Town will pay the difference, if any, between the
522 employee's regular pay and military leave pay for National Guard or reserve
523 training up to seventeen (17) calendar days per year.

524

525 **ARTICLE 12: CALL TIME**

526

527 Any employee called to work outside of his regularly scheduled shift shall be
528 paid for a minimum of four (4) hours at a rate of time and one half (1½).

529

530 Should a second Town's cell phone call occur within the time frame of the first
531 call four (4) hours, no additional time will be compensated until the original
532 time expires.

533

534 Employees called back to work for hours which are not annexed consecutively
535 to one end or the other of the work shift shall receive a minimum of four (4)
536 hours pay at a time and one-half their base hourly rate of pay. This provision
537 does not apply to scheduled overtime. Hours after 5:00 a.m. are considered
538 annexed to the work day.

539

540 In situations involving ice or snow and use of special equipment including
541 jetting, rodding, chainsaws and heavy equipment the need for two (2) persons
542 as opposed to one (1) is required for the purpose of safety. In other situations
543 one (1) person is sufficient unless approved by the Director.

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ARTICLE 13: INSURANCE AND RETIREMENT

Section 1: Workers Compensation

The Town of Old Orchard Beach shall provide Workers' Compensation insurance coverage for all of its regular employees as governed and applied in accordance with the applicable State of Maine Workers' Compensation Law.

All job-related injuries and/or illnesses shall be immediately reported to the employee's supervisor who, with the employee's assistance, shall submit the first report of injury form. Supervisors are responsible for reporting an injury within twenty-four (24) hours of its occurrence, or their knowledge of the occurrence, regardless of the timing of the employee's first written report.

Employees who are eligible to receive Workers' Compensation benefits will receive the percentage of pay covered by Workers' Compensation for the duration of the Workers Compensation coverage period. Employees will be given the option to use their accumulated sick time to offset the amount paid under Workers Compensation for the duration of Workers' Compensation benefit eligibility period. The weekly amount paid to an employee through the combination of sick time pay and Workers' Compensation benefits during the period of eligibility shall not exceed the employee's regular weekly base pay prior to the injury.

Until such time as the employee is capable of returning to his/her position, the Town may assign the employee to other duties or to another position within the Town on a temporary or regular basis consistent with the abilities of the employee.

Section 2: Health Insurance

A comprehensive health insurance plan is available to regular full time employees. The Town agrees to pay eighty (80%) percent of the premium cost of this coverage for the employee and his/her qualifying dependents. The Town further agrees to offer the MMEHT Comprehensive Point of Service (POS C) plans or equivalent.

Each employee covered under this bargaining agreement will pay twenty (20%) percent of the premium cost for their individual health insurance plan. Employees will be given the option of having their portion of this cost withheld through payroll deduction with either pre- or post- tax dollars.

587
588 Eligibility for our group health insurance plan and plan benefits is are
589 determined according to the guidelines set forth by the health insurance plan
590 administrator.

591
592 Effective July 29, 2013, employees who choose not to enroll under our group
593 health insurance plan and who can provide documentation that they have
594 health insurance coverage under a plan other than the Town's plan shall be
595 eligible to receive cash in-lieu-of this benefit. Employees who are eligible for
596 the in-lieu-of benefit will receive twenty-five (25%) percent of the Town's
597 annual premium cost savings from the employee only coverage under the POS
598 plan. The three (3) current bargaining unit members who were receiving the
599 cash-in-lieu of benefit payment prior to July 29, 2013 are grandfathered under
600 the attached MOU dated July 29, 2013. Cash-in-lieu payments will be made on
601 a once per month basis through payroll processing. Any cash-in-lieu payments
602 will be taxed in conjunction with an individual's regular gross taxable earnings.

603
604 Section 2A: Life Insurance

605
606 All full-time employees have the option of enrolling in our group life insurance
607 plan. The Town will pay the basic life insurance premium (equaling 1x an
608 individual's annual salary) for these employees. Any supplemental life
609 insurance coverage that an employee chooses will be paid by the employee
610 through regular payroll deduction.

611
612 Section 3: Retirement

613
614 On behalf of each bargaining unit members, the Town shall contribute a
615 percentage of an individual's gross earnings to either the Maine Public
616 Employees Retirement System (MainePERS, formerly known as the Maine State
617 Retirement System) or to the International City Management Retirement
618 Corporation (ICMA). The system to which contributions are made is dependent
619 on an individual employee's preference and personal choosing.

620
621 If an employee chooses to enroll under the ICMA plan, the Town will contribute
622 5% of an individual's gross earnings to their plan. In addition to this employer
623 portion, the employee has the option of contributing to the plan as well (up to
624 the annual percentage limits as set forth by the ICMA plan). Participants are
625 fully responsible for any fees assessed by the Plan and are responsible for
626 choosing from among a number of investment options. If an employee
627 chooses to enroll under MainePERS, both the participant's portion and the
628 Town's matching contributions are mandated by MainePERS.

629

630 Employee contributions for either plan will be withheld through payroll
631 deductions. The Town is not liable for any tax implications to individual plan
632 participants. The Town shall forward all contributions (Town and Employee) to
633 either plan (ICMA or MPERS) at least once each month in which payroll
634 deductions are made.

635
636 Unit members may enroll in either or both plans. However, the Town will only
637 pay into one retirement plan on an individual employee's behalf.

638
639 Section 4: Eye Glasses

640
641 The Town agrees to pay the cost of replacement of employee's eyeglasses that
642 are damaged or destroyed during working hours, including any related
643 physician's costs. The employee is required to submit documentation prior to
644 being reimbursed.

645
646 Section 5: Health Insurance upon Retirement

647
648 Upon retirement, provided the employee is at least sixty-two (62) years old, an
649 employee may continue his/her membership in the Town's health insurance
650 program, at his/her own expense, until such time as the employee becomes
651 eligible for federally subsidized health insurance such as Medicaid or Medicare.

652
653 Section 6: Inoculations

654
655 The Town shall pay for employee inoculations determined by the Town to be
656 required for the safe performance of employee's assigned responsibilities. In
657 order to qualify for payment, employees must schedule such inoculations
658 through the Town and must utilize a physician selected by the Town.

659
660 Section 7: Dental

661
662 The Town agrees to provide a dental insurance plan for the employees covered
663 by this unit. The Town agrees to provide fifty percent (50%) payment for said
664 dental insurance plan. For example, depending upon each employee's legal
665 status, the Town will pay fifty percent (50%) family coverage or fifty percent
666 (50%) employee and spouse coverage or fifty percent (50%) single employee
667 coverage. The employees share shall be made through payroll deduction.

668
669 The Town will provide either Maine Municipal Employees Health Trust Dental
670 Plan A or equivalent.

671
672

673 Section 8: Short Term Disability

674

675 The Town shall provide income protection coverage (i.e., short term disability
676 insurance) to all full time employees through the Maine Municipal Employees
677 Health Trust. The Town currently pays to insure each employee for 55% of his
678 or her base pay. Employees may choose a coverage level higher than the 55%
679 and may pay the additional premium for this coverage through a weekly payroll
680 deduction.

681

682 Whenever an employee who is enrolled in the Income Protection Plan has been
683 absent from work for medical reasons for more than one week, the Town will
684 mail to that employee's last known address by Certified Mail/Return Receipt the
685 appropriate claim forms together with a copy of any instructions provided to
686 the Town by the insurer and/or the plan administrator for the completion and
687 submission of those forms. Employees also may obtain copies of the applicable
688 forms and instructions from the Town upon request.

689

690 Currently, the deadline for submission of claims to the insurer is 90 days after
691 the date of disability. It shall be the employees' responsibility to complete and
692 submit all claim forms in accordance with the rules and requirements of the
693 insurer and/or plan administrator. All determinations regarding eligibility for
694 benefits will be made by the insurer and/or the plan administrator. Any dispute
695 between an employee and the insurer and/or plan administrator regarding this
696 benefit shall not be the subject of a grievance under this Agreement.

697

698 Employees who are eligible for Short Term Disability benefits will be given the
699 option to use their accumulated sick time to offset the amount paid under
700 Short Term Disability for the duration of the Short Term Disability benefit
701 period. The weekly amount paid to an employee through the combination of
702 sick time and Short Term Disability benefits during the eligibility period shall
703 not exceed the employee's regular weekly base pay prior to their illness or
704 injury.

705

706 Section 9: Section 125 Flexible Spending Accounts

707

708 The Town may offer a Section 125 flex cafeteria plan for payment of
709 employee's contributions to medical insurance premiums. In addition,
710 employees may opt for a salary reduction account for dependent care and out
711 of pocket eligible medical expenses.

712

713

714

715

716 Section 10: Service Connected Disability Claim

717

718 A. The Town agrees to provide Worker’s Compensation coverage for
719 employees covered by this Agreement.

720

721 B. In the case where an employee sustains a work connected illness and/or
722 injury arising out of and in the course of employment, which disables an
723 employee from being able to perform the duties of his/her position, the
724 employee may: draw from his/her sick leave, if earned and accumulated, per
725 disability, to cover his/her seven (7) days waiting period and then be able to
726 draw sick leave to equal one hundred (100%) percent of the employees gross
727 weekly wages when added to his/her Workers Compensation payment.

728

729 **ARTICLE 14: OVERTIME**

730

731 Section 1: Distribution

732

733 Overtime work shall be distributed equally to employees working within the
734 bargaining unit. The equalization of overtime, meaning accepted or refused,
735 shall be kept by the Union. Accumulations of overtime will be provided to the
736 Union by the Town on a monthly basis.

737

738

739 Section 2: Scheduled and Unscheduled Overtime – April through November

740

741 Scheduled overtime is overtime made available with twenty-four (24) hours’
742 notice. Unscheduled overtime is overtime required with less than twenty-four
743 (24) hours’ notice. The Town will guarantee a minimum of two (2) hours of
744 overtime pay for unscheduled overtime. The Union agrees to provide the staff
745 needed to perform overtime work.

746

747 If there are no volunteers for overtime work, employees will be forced on
748 inversed order of seniority. Forced overtime shall be rotated equally. Hardships
749 may be granted at the discretion of the Public Works Director. Staff not on the
750 job site that requires the overtime will be offered the work prior to forcing any
751 employees.

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ARTICLE 15: DISCIPLINE AND DISCHARGE

Section 1: Discipline

It is the intent of the Town to follow the concept of progressive discipline and just cause for non-probationary employees with the understanding that the discipline steps listed below may be bypassed by management depending on the nature of the offence.

Disciplinary action or measure shall normally include only the following:

- 1. Oral reprimand
- 2. Written reprimand
- 3. Suspension (notice to be given in writing)
- 4. Discharge

Disciplinary action may be imposed upon an employee only for failing to fulfill his/her responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

If the Employer has reason to reprimand the employee, it shall be done in a manner that will not embarrass the employee before other employees or the public except the final disposition of discipline is subject to public review as permitted by law.

Section 2: Discharge

The Employer shall not discharge any non-probationary employee without just cause. An employee will not be terminated from employment without first being notified of the reasons for termination and offered the opportunity to respond to the charges. The reasons for termination must be in writing. The town recognizes the right of an employee to have a Union representative present at a disciplinary hearing or meeting.

The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure and the matter shall be

794 handled in accordance with this procedure through the arbitration step if
795 deemed necessary by either party.

796

797 If in the course of the grievance procedure, it is determined by the parties that
798 an offense was committed but also that termination is too harsh a penalty for
799 the offense submitted that parties may mutually agree to a waiver of the
800 preceding paragraph. An arbitrator shall also have the authority to amend the
801 preceding paragraph.

802

803 **ARTICLE 16: SETTLEMENT OF DISPUTES**

804

805 **Section 1: Grievance and Arbitration Procedure**

806 Any grievance or dispute which may arise between the parties, involving the
807 application, meaning or interpretation of this agreement, shall be settled in the
808 following manner:

809

810 Step I – The Union Steward, with or without the employee, shall take up the
811 grievance or dispute orally with the Director of Public Works within ten (10)
812 working days of the date of the grievance or the employee’s knowledge of its
813 occurrence. The Director of Public Works shall attempt to adjust the matter and
814 shall respond to the Steward within ten (10) working days.

815

816 Step II – If the grievance has not been settled, it shall be presented in writing
817 by the Union Steward or the Union Grievance Committee to the Director of
818 Public Works within ten (10) working days after the Director of Public Works’
819 response is due. The Director of Public Works shall respond to the Union
820 Steward or the Grievance Committee in writing within ten (10) working days.

821

822 Step III – If the grievance remains unadjusted, it shall be presented by the
823 Union Steward, Union Representative or Grievance Committee to the Town
824 Manager in writing within ten (10) working days after the response of the
825 Director of Public Works is due. Town Manager shall respond in writing to the
826 Union Steward, Representative or Grievance Committee (with a copy of the
827 response to the Union President) within fifteen (15) working days after receipt
828 of Unions written Step III response.

829

830 Step IV – If the grievance is still unsettled, either party may, within fifteen (15)
831 working days after the reply of the Town Manager is due, by written notice to
832 the other, request arbitration.

833

834 The arbitration proceeding shall be conducted by an arbitrator(s) to be selected
835 by the employer and the Union within ten (10) working days after notice has
836 been given or the parties may request the assignment of the arbitrator(s)

837 through the Maine Board of Arbitration and Conciliation. If the parties fail to
838 select an arbitrator(s), either party request the assignment of an arbitrator(s)
839 by the American Arbitration Association

840
841 The decision of the arbitrator(s) shall be final and binding on the parties, and
842 the arbitrator(s) shall be requested to issue his (their) decision within thirty
843 (30) days after the conclusion of the testimony and argument.

844
845 Expenses for the arbitrator(s) services and the proceedings shall be borne
846 equally by the employer and the Union. However, each party shall be
847 responsible for compensating its own representatives and witnesses. If either
848 party desires a verbatim record of the proceedings, it may cause such a record
849 to be made, providing it pays for the record and makes copies available without
850 charge to the other party and to the arbitrator(s).

851
852 Grievances initiated by the employer shall be processed in a similar manner as
853 outlined in the towns' policies and procedures.

854

855 Section 2: Grievance Committees

856 Employees selected by the Union to act as Union Representatives shall be
857 known as Stewards and the names of other Union Representatives who may
858 represent employees shall be certified in writing to the employer by the local
859 Union within twenty (20) days of the signing of the contract and the individuals
860 so certified shall constitute the Union Grievance Committee.

861

862 All grievance committee meetings, including the regular monthly meetings,
863 shall be held after working hours, on the employers premises and without pay.

864

865 The purpose of grievance committee meetings will be to adjust pending
866 grievances and to discuss procedures for avoiding future grievances. In
867 addition, the committee may discuss with the employer other issues which
868 would improve the relationship between the parties.

869

870 **ARTICLE 17: GENERAL PROVISIONS**

871

872 Section 1: Pledge Against Discrimination and Coercion

873

874 The provisions of this agreement shall be applied equally to all employees in
875 the bargaining unit without discrimination as to age, sex, marital status, race,
876 color, creed, national origin or political affiliation; the Union shall share equally
877 with the employer the responsibility for applying this provision of the
878 agreement.

879

880 Section 2: All references to employees in this agreement designate both sexes
881 and wherever the male gender is used, it shall be construed to include male
882 and female employees.

883
884 Section 3: The employer agrees not to interfere with the rights of employees
885 to become members of the Union and there shall be no discrimination,
886 interference, restraint or coercion by the employer or any employer
887 representative against any employee because of Union Membership or because
888 of any employee activity in an official capacity on behalf of the Union or for any
889 other cause.

890
891 The Union recognizes its responsibility as bargaining agent and agrees to
892 represent all employees in the bargaining unit without discrimination,
893 interferences, restraint or coercion.

894

895 **ARTICLE 18: UNION BULLETIN BOARDS**

896

897 The employer agrees to furnish and maintain suitable bulletin boards in
898 convenient places in each work area to be used by the Union. The Union shall
899 limit its posting of notices and bulletins to such bulletin boards.

900

901 **ARTICLE 19: UNION ACTIVITIES ON EMPLOYERS TIME AND**
902 **PREMISES**

903

904 Section 1: The employer agrees that after working hours, on the employer's
905 premises and without pay, Union representatives shall be allowed to:

906

- 907 1. Collect Union dues, initiation fees and assessments if these funds are
908 not collected through payroll deductions.
- 909 2. Post Union notices
- 910 3. Distribute Union literature
- 911 4. Solicit Union membership during other employees non-working time
- 912 5. Attend negotiation meetings
- 913 6. Transmit communications, authorized by the local Union or its
914 officers, to the employer or his representative
- 915 7. Consult with employer, his representative, local Union officers, or
916 other Union representatives, concerning the enforcement or any
917 provisions of this agreement
- 918 8. With due notice to the Town Manager, representatives of the
919 American Federation of State, County, and Municipal employees,
920 Council 93, AFL-CIO may enter Town premises for the investigation
921 of pending disputes under the contract. A list of authorized Union

922 representatives who may enter Town premises shall be furnished by
923 the Union within thirty (30) days from the signing date of this
924 agreement to the Town Manager and Director of Public Works.

925

926 Section 2: If negotiations are scheduled on company time, three (3)
927 employees shall be allowed to negotiate on company time without loss of pay
928 and benefits.

929

930 **ARTICLE 20: WORK RULES**

931

932 Section 1: All future work rules shall be submitted in writing to all employees
933 by the Director of Public Works. Employees will also be provided with copies of
934 the Union contract upon request.

935

936 Section 2: Revisions

937

938 Changes in existing work rules shall not become effective until they have been
939 agreed upon by the employer and the Union.

940

941 In addition, when existing work rules are changed or new rules are established,
942 they shall be posted prominently on all bulletin boards for a period of ten (10)
943 consecutive work days before becoming effective.

944

945 Section 3: Informing Employees

946

947 The employer further agrees to furnish each employee in the bargaining unit
948 with a copy of all existing work rules thirty (30) days after they may become
949 effective. New employees shall be provided with a copy of the rules at the time
950 of hire.

951

952 Section 4: Enforcing

953

954 The employees shall comply with all "written work rules" that are not in conflict
955 with the terms of this agreement, provided the rules are uniformly applied.

956

957 **ARTICLE 21: UNIFORMS AND PROTECTIVE CLOTHING**

958

959 Section 1: Employees are required to wear appropriate uniforms while working
960 for the Town. Employees agree that the uniforms will be kept in a neat, clean
961 and well maintained appearance. Soiled, worn or torn clothing is not
962 acceptable. Such uniforms shall include appropriate OSHA approved footwear,

963 trousers (jeans that present a workman like appearance are acceptable), shirts
964 and jackets. The employee is also responsible to provide gloves and his/her
965 rain gear (with Old Orchard Beach logos if possible). The Town will provide up
966 to eight hundred dollars (\$800) per year for the purchase of the above
967 mentioned uniforms. The Town will provide purchase orders for the employees
968 to use in participating merchant stores for the purchase of the above mention
969 footwear and clothing. Items purchased through the Town's purchase order
970 system shall be non-taxable as provided under State and Federal laws.
971 Maintenance and care of the uniforms will be at the expense of the employees.

972
973 The purchase of any other work related clothing not mentioned above which
974 would be purchased from the uniform allowance, must be approved prior to
975 purchase by the Town Manager or his Designee.

976
977 Section 2: If any employee is required to wear protective clothing or any type
978 of protective device (not covered by Section 1) as a condition of employment,
979 such protective clothing or protective device shall be furnished to the employee
980 by the employer.

981
982 **ARTICLE 22: SMOKE FREE WORKPLACE**

983
984 There will be no smoking of tobacco products or the use of smokeless or "spit" tobacco
985 within Town-owned or leased vehicles or buildings, including: offices, hallways,
986 restrooms, lunchrooms, elevators, meeting rooms, community areas, and garage facility
987 per State and Federal laws.

988
989 **ARTICLE 23: MANAGEMENT RIGHTS**

990
991 Section 1: Nothing in this agreement shall be construed as delegating to
992 others the authority conferred by law on the employer or in any way abridging
993 or reducing such authority.

994
995 Section 2: This agreement shall be construed as requiring the employer to
996 follow its provisions in the exercise of the authority conferred upon the
997 employer by law. The Town retains all rights and authority to manage and
998 direct its employees, except as otherwise provided for in this Agreement. Such
999 rights shall include and shall not be limited to: the operation and management
1000 of the Town's Public Work's Department; the direction of the working forces;
1001 the right to hire, to change assignments, to promote, to suspend with just
1002 cause; to reduce or expand the working forces; to transfer; to maintain
1003 discipline as per this Agreement; to establish work schedules; to introduce
1004 new, improved, or changed methods of work or facilities; to contract any work

1005 out, but such contracting out shall not cause lay-off of any permanent
1006 bargaining unit positions; to establish, change, combine, or eliminate jobs,
1007 work, tasks, or positions, and in all respects to carry out the ordinary and
1008 customary functions of management. The Town's not exercising any function
1009 or right hereby reserved to it, or the exercising of any functions in a particular
1010 way, shall not be deemed a waiver of its rights to exercise such function or
1011 preclude the Town from exercising the same in some other way not in conflict
1012 with the express provisions of this Agreement.

1013
1014 The Town may adopt rules, procedures, and regulations for the operation of
1015 the department and the conduct of its employees, provided such rules do not
1016 conflict with any specific provision of this Agreement.

1017

1018 **ARTICLE 24: NO STRIKE**

1019

1020 Section 1: There shall be neither stoppage of work or slow-down by the Union,
1021 nor any lockout by the Town during the life of this agreement.

1022

1023 **ARTICLE 25: PAY SCHEDULE**

1024

1025 Section 1: Wage Rates

1026

1027 Wages rates negotiated and agreed to by both parties shall become part of this
1028 contract and attached to this document as APPENDICES A, B, and C.

1029

1030 Employees who are promoted shall serve a forty-five (45) day evaluation
1031 period. During the first forty-five (45) days, the employee has the right to
1032 return to his/her original position or management may require the employee to
1033 go back to his/her original position.

1034

1035 Section 2: Emergency Night Shift

1036

1037 The Town Manager may institute an emergency night shift (11:00 p.m. to 7:00
1038 a.m.).

1039

1040 The pay for the night shift shall be at the differential rate of fifteen percent
1041 (15%) per hour over and above the established wage rate for the employee's
1042 classification.

1043

1044

1045

1046

1047 Section 3: Higher Classification

1048

1049 Employees performing the full range of duties in a higher classification after
1050 three (3) consecutive work days shall receive the higher rate of pay from the
1051 first day of the assignment.

1052

1053 Section 4: Safety Office Stipend

1054

1055 The bargaining unit employee assigned as the Public Works Safety Officer shall
1056 receive a three hundred dollar (\$300.00) annual stipend payable on January 1st
1057 of each year for the prior year.

1058

1059 Section 5: Maine State Vehicle Inspection License Stipend

1060

1061 The Public Works Mechanic(s) who possesses a Maine State Vehicle Inspection
1062 License shall receive a five hundred dollar (\$500.00) annual stipend payable on
1063 January 1st of each year for the prior year.

1064

1065 Section 6: Reimbursement for Cell Phone Use

1066

1067 Each employee carrying a personal cell phone for use during the work day will
1068 be provided with an allowance of thirty (\$30) dollars per month of service.
1069 This allowance will be paid in increments of \$6.923 per weekly pay period.

1070

1071 **ARTICLE 26: TOOL ALLOWANCE**

1072

1073 The Town shall reimburse the Public Works Mechanic(s) (only the mechanic(s)
1074 working in the Public Works Garage not the Treatment Plant) up to four
1075 hundred (\$400.00) dollars per year for the purchase of tools which are used in
1076 his position as public works mechanic. To receive said reimbursement the
1077 mechanic(s) must provide valid receipts of purchase of said tools. Only those
1078 tools purchased to replace those worn or broken and owned by the mechanic
1079 will remain the property of the mechanic. This annual stipend is payable on
1080 January 1st of each year for the prior year.

1081

1082 **ARTICLE 27: REQUIRED EDUCATION**

1083

1084 For education required to obtain and/or maintain a license required for
1085 employment, the Town will pay:

1086

1087

1088

- 1089 1. Tuition, books, lab fees, license fees
1090 2. Pay for time (including travel) for classes held during working hours
1091 (up to eight (8) hours per day).
1092 3. If classes are scheduled outside of regular work hours the employee
1093 shall receive comp time for hours as outlined in B. above at a straight
1094 time rate.

1095

1096 For education related to the Public Works field, subject to budgetary
1097 limitations, satisfactory course completion and pre-approval of the Director.
1098 The town shall pay the following:

1099

- 1100 1. Tuition, books, lab fees, license fees
1101 2. Pay for time, including travel, for classes held during working hours
1102 (up to 8 hours per day).
1103 3. If classes are scheduled outside of work hours, the employee shall
1104 receive comp time for the hours, as outlined above B., at a straight
1105 time rate of pay.
1106 4. Employee shall be requested to sign a pre-approved for payroll
1107 deduction shall they fail to complete the course in a satisfactory
1108 manner.

1109

1110 **ARTICLE 28: PERSONNEL FILES**

1111

1112 A. The Town shall maintain one (1) personnel file (written and/or
1113 electronic) for each employee in accordance with state statute (MRSA 30-A §
1114 2702). The file shall be kept under conditions that ensure its integrity and
1115 safekeeping and shall contain copies of personnel forms, official
1116 correspondence, written evaluations, and other appropriate material relating to
1117 the employee's employment.

1118

1119 B. An Employee shall be given a copy of all evaluations and any detrimental
1120 material prior to its being placed in the file. An employee shall have the right
1121 to submit a written answer to any materials placed in the file within thirty (30)
1122 days. Anonymous or unattributed material shall not be placed in the file.

1123

1124 C. An Employee shall have the right to examine his/her file in the presence
1125 of the Town Manager, or appropriate administrative personnel, during the
1126 normal business hours of the office in which the file is kept and within one (1)
1127 business day of the request. Upon request, an employee may obtain copies of
1128 any material in the personnel file without cost.

1129

1130

1131 **ARTICLE 29: TERM OF AGREEMENT**

1132

1133 This agreement shall be effective as of the 1st day of July, 2014, and shall
1134 remain in full force and effect until the 30th day of June, 2017, or as otherwise
1135 noted. It shall be automatically renewed from year to year thereafter unless
1136 either party shall notify the other in writing sixty (60) days prior to the
1137 anniversary date that it desires to modify this agreement. In the event that
1138 such notice is given, negotiations shall begin no later than thirty (30) days prior
1139 to the anniversary date; this agreement shall remain in full force and effect
1140 during the period of negotiations and until notice of termination of this
1141 agreement is provided to the other party in the manner set forth in the
1142 following paragraph.

1143

1144 In the event that either party desires to terminate this agreement, written
1145 notice must be given to the other party not less than ten (10) days prior to the
1146 desired termination date, which shall not be before the anniversary date set
1147 forth in the preceding paragraph.

1148

1149 IN WITNESS WHEREOF, the parties hereto have set their hand this

1150 29th day of January, 2015

1151

1152 **FOR THE TOWN**

1153 
1154 _____

1155 Larry Mead
1156 Town Manager

1157 
1158 _____

1159 William Robertson
1160 Public Work's Director

1161

1162 
1163 _____

1164 Tammy Lambert
1165 HR Manager

1166

1167

1168

1169

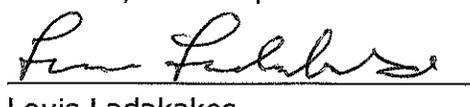
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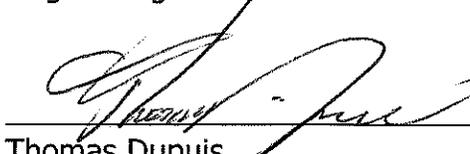
FOR THE UNION



Sylvia Hebert
AFSCME, Staff Representative



Louis Ladakakos
Negotiating Committee Member



Thomas Dupuis
Negotiating Committee Member



Peter Smith
Negotiating Committee Member

1172 **EXHIBIT #1: PRIVATIZATION AND GUARANTEED OVERTIME**

1173

1174 The Union agrees to give up all beach barrel duties on weekdays, weekends
1175 and holidays. This will allow the Town to privatize the barrel detail in
1176 conjunction with downtown cleaning details as currently provided under
1177 contract by Grounds Keepers. The Union further agrees to reduce the weekend
1178 sweeper duties from four (4) hours to two (2) hours. In exchange for this
1179 privatization and reduction in overtime sweeper hours the Town agrees to offer
1180 an equal amount of overtime to each Unit member (for a guaranteed total of
1181 five hundred (500) overtime hours for the bargaining group in any given
1182 contract year) through the construction season. Such overtime will be
1183 scheduled at the discretion of the Public Works Director in accordance with
1184 Article 14 – Overtime, Section 1 – Distribution and Section 2 – Scheduled and
1185 Unscheduled Overtime. Under this agreement, the current practice involving
1186 the beach rake duties on weekdays will be continued as under the current
1187 practice.

1188

DOMESTIC PARTNER

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1203

“Domestic Partner” means the partner of an employee who:

1. Is a mentally competent adult as is the employee;
2. Has been legally domiciled with the employee for at least twelve (12) months;
3. Is not legally married to or legally separated from another individual;
4. Is the sole partner of the employee and expects to remain so;
5. Is not a sibling of the employee; and
6. Is jointly responsible with the employee for each other’s common welfare as evidenced by joint living arrangements, joint financial arrangements, or joint ownership of real or personal property. MSR 26 Section § 843(7).

1204

1205

1206

1207

APPENDIX A – WAGE SCALE FY14-15

Effective: July 1, 2014

Step	Entry	1	2	3	4	5	6	7	8	9	10
Years		1-3	3-5	5-7	7-9	9-11	11-13	13-15	15-17	17-19	20+
Months	0-12	13-36	37-60	61-84	85-108	109-132	133-156	157-180	181-204	205-228	229+
Foreman	\$20.69	\$20.90	\$21.11	\$21.32	\$21.53	\$21.75	\$21.96	\$22.18	\$22.40	\$22.63	\$22.85
Grade 3	\$19.48	\$19.67	\$19.87	\$20.07	\$20.27	\$20.47	\$20.68	\$20.89	\$21.09	\$21.30	\$21.52
Grade 2	\$18.78	\$18.97	\$19.16	\$19.35	\$19.54	\$19.74	\$19.94	\$20.13	\$20.34	\$20.54	\$20.74
Grade 1	\$17.90	\$18.08	\$18.26	\$18.44	\$18.63	\$18.81	\$19.00	\$19.19	\$19.38	\$19.58	\$19.77
Grade 0	\$15.90	\$16.06	\$16.22	\$16.38	\$16.55	\$16.71	\$16.88	\$17.05	\$17.22	\$17.39	\$17.56

1208

Employee	FY15 Step	Wage
Dupuis, Thomas	3	\$18.44
Ladakakos, Louis	2	\$18.26
Picard, Marc	3	\$18.44
Reynolds, Tim	1	\$18.08
Smith, Peter	1	\$18.08
Crowley, Tim	5	\$19.74
Reny, Rick	8	\$20.34
Stevens, Roger	9	\$20.54
Fish, James	3	\$20.07
Perrone, Mike	8	\$22.40
Poisson, Dennis	8	\$22.40

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Note: Employee's years of service may not match the actual step placement in the new wage scale.

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APPENDIX B – WAGE SCALE FY15-16

Effective: July 1, 2015

Step	Entry	1	2	3	4	5	6	7	8	9	10
Years		1-3	3-5	5-7	7-9	9-11	11-13	13-15	15-17	17-19	20+
Months	0-12	13-36	37-60	61-84	85-108	109-132	133-156	157-180	181-204	205-228	229+
Foreman	\$20.90	\$21.11	\$21.32	\$21.53	\$21.75	\$21.97	\$22.19	\$22.41	\$22.63	\$22.86	\$22.09
Grade 3	\$19.67	\$19.87	\$20.07	\$20.27	\$20.47	\$20.67	\$20.89	\$21.09	\$21.30	\$21.51	\$21.73
Grade 2	\$18.97	\$19.16	\$19.35	\$19.54	\$19.74	\$19.94	\$20.14	\$20.34	\$20.54	\$20.75	\$20.95
Grade 1	\$18.08	\$18.26	\$18.44	\$18.63	\$18.81	\$19.00	\$19.19	\$19.38	\$19.58	\$19.77	\$19.97
Grade 0	\$16.06	\$16.22	\$16.38	\$16.55	\$16.71	\$16.88	\$17.05	\$17.22	\$17.39	\$17.56	\$17.74

1216

Employee	FY16 Step	Wage
Dupuis, Thomas	4	\$18.81
Ladakakos, Louis	3	\$18.63
Picard, Marc	4	\$18.81
Reynolds, Tim	2	\$18.44
Smith, Peter	2	\$18.44
Crowley, Tim	6	\$20.14
Reny, Rick	9	\$20.75
Stevens, Roger	10	\$20.95
Fish, James	4	\$20.47
Perrone, Mike	9	\$22.86
Poisson, Dennis	9	\$22.86

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Note: Employee's years of service may not match the actual step placement in the new wage scale.

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APPENDIX C – WAGE SCALE FY16-17

Effective: July 1, 2016

Step	Entry	1	2	3	4	5	6	7	8	9	10	
Years		1-3	3-5	5-7	7-9	9-11	11-13	13-15	15-17	17-19	20+	
Months		0-12	13-36	37-60	61-84	85-108	109-132	133-156	157-180	181-204	205-228	229+
Foreman	\$21.11	\$21.32	\$21.53	\$21.75	\$21.97	\$22.19	\$22.41	\$22.63	\$22.86	\$23.09	\$23.32	
Grade 3	\$19.87	\$20.07	\$20.27	\$20.47	\$20.68	\$20.88	\$21.09	\$21.30	\$22.52	\$21.73	\$21.95	
Grade 2	\$19.16	\$19.35	\$19.55	\$19.74	\$19.94	\$20.14	\$20.34	\$20.54	\$20.74	\$20.96	\$21.16	
Grade 1	\$18.26	\$18.44	\$18.63	\$18.81	\$19.00	\$19.19	\$19.38	\$19.58	\$19.77	\$19.97	\$20.17	
Grade 0	\$16.22	\$16.38	\$16.55	\$16.71	\$16.88	\$17.05	\$17.22	\$17.39	\$17.56	\$17.74	\$17.92	

1224

Employee	FY15 Step	Wage
Dupuis, Thomas	5	\$19.19
Ladakakos, Louis	4	\$19.00
Picard, Marc	5	\$19.19
Reynolds, Tim	2	\$18.63
Smith, Peter	2	\$18.63
Crowley, Tim	7	\$20.54
Reny, Rick	10	\$21.16
Stevens, Roger	10	\$21.16
Fish, James	5	\$20.88
Perrone, Mike	10	\$23.32
Poisson, Dennis	10	\$22.32

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Note: Employee's years of service may not match the actual step placement in the new wage scale.

1230 **APPENDIX D – MEMORANDUM OF UNDERSTANDING**

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1232 **Settlement of Grievance**

1233 **Re: Health Insurance/Cash in Lieu Benefit**

1234

1235 This AGREEMENT made by and between the Town of Old Orchard Beach, Maine
1236 (hereinafter the "Town") and Local 481, Council 93, American Federation of State,
1237 County and Municipal Employees (hereinafter the "Union"). For valuable
1238 consideration, and in consideration of the mutual promises and covenants contained
1239 herein, the Town and the Union hereby agree as follows:
1240

1241 1. The Town and the Union agree to modify, and hereby do modify, the second line
1242 of the last paragraph of Section 2 of the Collective Bargaining Agreement between
1243 the parties effective July 1, 2010 through June 30, 2012 to read as follows:
1244 "Employees who are eligible for the in-lieu-of benefit will receive 25% of the Town's
1245 annual premium cost savings from employee-only coverage under the POS plan."
1246

1247 2. Notwithstanding the modification to the collective bargaining agreement set
1248 forth above, the Town and the Union agree that the three (3) bargaining unit
1249 members who, as of the date the above-referenced grievance was filed, were
1250 receiving in-lieu-of payments calculated on the basis of the Town's annual premium
1251 cost saving from the Employee & Spouse or Family coverage under the POS plan.
1252 (which ever plan the employee was eligible for at the time) shall continue to have
1253 their in-lieu-of payments calculated in the future based upon which ever plan they
1254 are eligible for on the date in-lieu-of payments are calculated. Those three
1255 bargaining unit members are Dennis Poisson, Richard Reny and Louis Ladakakos.
1256

1257 3. The Town agrees to make each of the three bargaining unit members identified
1258 above whole for lost in-lieu-of benefits by paying them the following amounts within
1259 15 days of the execution of this Agreement: \$4,383.77 to Dennis Poisson,
1260 \$4,383.77 to Richard Reny, and \$4,383.77 to Louis Ladakakos.
1261

1262 4. The Union agrees to pay any cancellation fee charged by the arbitrator
1263 who was chosen and scheduled to arbitrate the above-referenced grievance
1264 on July 30, 2013.
1265

1266 5. The Union hereby withdraws the above-referenced grievance.
1267

1268 6. It is understood by the parties that this Agreement does not constitute an
1269 admission by the Town of any liability whatsoever, under the collective bargaining
1270 agreement or otherwise, or any violation of any federal, state or local laws or
1271 regulations, nor will any action by the Town towards compliance with the terms and

1272 conditions of the Agreement be construed to constitute any such admission by the
1273 Town.

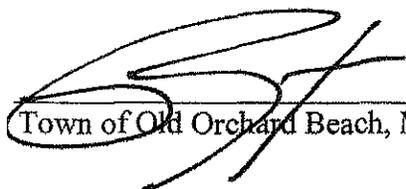
1274
1275 The parties acknowledge and agree that this Agreement shall be a final and binding
1276 resolution of above-referenced grievance. The parties further acknowledge and
1277 agree that the facts and circumstances related herein and the conclusions and
1278 determinations made by this Agreement shall not constitute a precedent or a
1279 practice for any purpose, shall not (except as expressly set forth in Paragraph 1
1280 above) be construed as an agreement between the Town and the Union with regard
1281 to the interpretation of the collective bargaining agreement between the parties,
1282 and shall not become the subject of a grievance (unless either party violates this
1283 agreement) or other proceeding by any of the parties hereto.

1284
1285 7. This is the entire Agreement between the Town and the Union with regard to
1286 the above-referenced grievance. The Town has made no promises to the Union
1287 other than those in this Agreement.

1288
1289 8. By signing below the parties witness their agreement to all the terms and
1290 conditions set forth in this Memorandum of Understanding.

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07/29/13
Date


Town of Old Orchard Beach, Maine

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7/29/13

Sylvia J. Hebert

Local 481, Council 93,
American Federation of State, County
and Municipal Employees

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