

AGREEMENT
BETWEEN
TOWN OF NORRIDGEWOCK
AND
COUNCIL 93
AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL
EMPLOYEES,
FOR THE
GENERAL UNIT LOCAL 2011-13
JANUARY 1, 2021 TO DECEMBER 31, 2023

AGREEMENT

The AGREEMENT is entered into between the Town of Norridgewock hereinafter referred to as the "Employer" and Council 93, American Federation of State, County and Municipal Employees, hereinafter referred to as the "Union."

PREAMBLE

This Agreement entered into by the Town of Norridgewock hereinafter referred to as the "Employer" and Council 93, American Federation of State, County and Municipal Employees, hereinafter referred to as the "Union" has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; the establishment of rates of pay, hours of work, and other conditions of employment.

RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all its eligible employees within the bargaining unit as determined in accordance with the Maine Labor Relations Act as follows:

- Office Clerk/Secretary
- Public Works Foreman
- Public Works Sub-Foreman
- Public Works Laborer/Equipment Operator
- Sewer Treatment Plant Operator
- Assistant Sewer Treatment Plant Operator

The Board of Selectmen in the Town of Norridgewock is the agency to represent the people of the Town. AFSCME, Council 93, is the representative for the Union.

ARTICLE 1: ACCESS TO PREMISES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Town's work and notify employer of the visit.

ARTICLE 2: BULLETIN BOARD

The Employer agrees to provide suitable space for a bulletin board in the Sewer Treatment Plant, Highway Garage and the Town Office. The Union shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins.

ARTICLE 3: CHECKOFF AUTHORIZATION

Section 1. The Employer shall deduct regular monthly dues and fees upon receipt of a signed authorization from each employee (a copy of which is to be retained by the Employer) and a certified statement from AFSCME Council 93 as to the amount of dues and fees. Such authorization shall be for the life of this Agreement and shall be continued thereafter if an Agreement exists between the Employer and the Union, unless an employee notifies the Union and Employer, in writing, no more than twenty (20) days and not less than ten (10) days before the expiration of the Agreement of the employee's desire to revoke the authorization for checkoff.

Section 2. The Employer shall forward all such dues and fees so collected electronically to an account supplied to the Employer by AFSCME Council 93 before the end of each month in which deductions were made. In the event dues and fees are deducted each week, the Employer shall forward such dues and fees electronically to an account supplied to the Employer by AFSCME Council 93 before the fifteenth (15) day of the month following that in which deductions were made.

Section 3. The Union shall indemnify and hold the Employer harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and fees and remitting the same to the Union pursuant to this Article.

Section 4. People's Checkoff. 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 a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving 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 the remittance.

ARTICLE 4: SAFETY

Any employee involved in any accident shall immediately report to the Town Manager or employee's immediate supervisor said accident and any physical injury sustained. Said report will be made on a proper form provided by the Employer.

The employees under this contract agree to comply with non-smoking regulations made by the Town pursuant to applicable State Statutes.

Any condition or occurrence, which may constitute a safety hazard or concern, shall be reported to the Town Manager or his/her authorized representative and if reported verbally, followed up with a written Memorandum. The Memorandum shall include the nature of the hazard, occurrence or concern, its location, the employee's involved and any suggested remedial action. This Memorandum shall be filed prior to reporting any incident, except an incident of an emergency nature requiring an immediate response, prior to any notification or report being filed with any outside agency.

The Employer and the Union shall establish a Labor Management Committee on work place safety. The Safety Committee shall meet as necessary to discuss and address issues regarding workplace safety.

This Committee shall be comprised of two (2) members of the Bargaining Unit to be determined by the Unit Chair, two members representing administration to be determined by the Town Manager and one neutral to be agreed on by the Union and the Town.

These Meetings may be requested by either party and must be scheduled within fourteen (14) days of the request, in cases of emergency situations every effort will be made to schedule meetings as soon as possible.

These meetings shall generally be no more than one hour in duration unless the parties agree. The meetings will generally be held during normal work hours .The parties agree that issues and concerns addressed at these meetings will be acted on to include appropriate trainings and or review by Safety Works if deemed reasonable.

ARTICLE 5: MANAGEMENT RIGHTS

The Union recognizes that unless specifically exempt or amended by the terms of this Agreement, the Town retains all functions, powers, and duties or authority vested in it by the applicable laws of the State of Maine or other governmental agency.

ARTICLE 6: DISCHARGE OR SUSPENSION

Section 1. Progressive Discipline/Reprimand Procedure. When the Town Manager notes unsatisfactory behavior or job performance by an employee, the Town Manager may take appropriate disciplinary action, which shall include a reason or reasons for the discipline, and the type of behavior and/or level of job performance expected. Means of improvement shall be discussed. Repeated infractions or continual unsatisfactory performance may lead to more severe disciplinary actions up to and including dismissal. Reprimands shall be presented with regard for minimizing embarrassment to the employee before other employees or the public. Disciplinary actions shall be for just cause.

Disciplinary actions include: Oral reprimand or written reprimand, suspension and discharge. The Town adheres to the practice of progressive discipline. The Town reserves the right to utilize the appropriate level of disciplinary action based upon the seriousness or severity of the infraction or behavior in question.

Section 2. The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of any employee, the Employer must immediately notify the employee in writing of the discharge or suspension and the reason therefore. Such written notice shall also be given to the Shop Steward and a copy mailed/emailed to the Augusta, Maine AFSME Office, within two (2) working days from the time of the discharge or suspension.

Section 3. Any employee discharged must be paid in full for all wages owed the employee by the Employer, including earned vacation and holiday if any, within ten (10) working days from the date of discharge. Sick time will be excluded.

Section 4. Notice of appeal from discharge or suspension must be made to the Employer, in writing, within ten (10) working days from the date of the discharge or suspension.

Section 5. Should it be proven that a discharged or suspended employee was improperly discharged or suspended; the employee shall be fully reinstated in the position and be compensated at the employee's usual rate of pay for lost work opportunity and all unused benefits reinstated. If the Union and the Employer are unable to agree as to the settlement of the case, then it may be referred to the grievance procedure as set forth in Article 7 (Grievance Procedure) within ten (10) working days after the above notice of appeal is given to the Employer.

All records of employee discipline shall be retained in the employee's personnel file. Records may be removed by mutual agreement of a duly authorized representative of AFSCME Council 93 and the Town Manager or his/her designee.

Any material inserted into an employee's personnel file shall be dated, shown to the employee and the employee shall initial same, attesting only to the fact that they have seen and are aware of the material being put into their personnel file. (Any material not so processed cannot be used against an employee in any present and/or future disciplinary action.

Records of reprimand and preventable accident reports shall be removed from personnel files after two (2) years from the date of occurrence provided that the employee has no further disciplinary action of the same offense since that date. Records of suspensions and disciplinary demotions shall be removed from personnel files after two (2) years from the date of the occurrence provided that the employee has had no further disciplinary action of the same offense since that date. Records so removed cannot be used against an employee at any future date.

ARTICLE 7: GRIEVANCE PROCEDURE

A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding, or dispute that may arise under the interpretation or application of this Agreement. The parties agree to attempt to resolve the issue at the lowest possible level. Any grievance arising between the Employer and the Union or an employee represented by the Union shall be settled in the following manner:

Step 1: The Union shall reduce the grievance to writing and present it to the Town Manager within ten (10) working days. The Town Manager, within two (2) working days from signed date of receipt of grievance will schedule a meeting so that, the employee, Union, Town Manager or his/her designee can meet to discuss the grievance. The Town Manager shall deliver a written answer to the Shop Steward and the employee within ten (10) working days of the meeting.

Step 2: If the Employer's answer to Step 1 is not agreed to, the Union, may within ten (10) working days, submit the grievance in writing to the Board of Selectmen. The Board of

Selectmen shall meet with the Union officials with or without the grievant within ten (10) working days of receipt of the Step 1 answer. The Selectmen shall respond in writing to the Union within ten (10) working days as to decision on the grievance.

If the Board of Selectmen has a conflict of interest as a Board, the grievant authority would be the Board of Appeals. All required procedures from Step 2 would be followed by the Board of Appeals. The names of the members of the Board of Appeals shall be submitted to AFSCME Council 93 before January 1 of each new year.

The above timelines may be waived by mutual agreement of the parties.

Step 3: Arbitration:

1. In the event a grievance is unresolved or the decision rendered is unsatisfactory to the grievant after being processed through all two (2) steps of the Grievance Procedure, the Union may submit the grievance to arbitration by making said request in writing within fifteen (15) working days of the rendering of a decision at Step 2 of the grievance procedure, unless arbitration has been mutually waived.
2. Within five (5) working days of the written submission of a request to proceed to arbitration, the Employer and the Union will attempt to mutually agree upon an arbitrator. If such agreement is not reached, the Employer and Union will jointly and promptly request the Maine Board of Arbitration and Conciliation to submit a list of arbitrators and will choose one by the alternate strike method.
3. Upon the selection of an arbitrator, an initial hearing date will be scheduled as soon as practical.
4. An employee other than the grievant who is requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at their regular hourly rate for all hours during which their attendance is required by either party.
5. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed five (5) employees.

Limited Authority

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

Payment of Arbitration Costs

1. The fees and expenses of the arbitrator and costs of the hearing room, if any, will be borne equally by the parties. All other expenses shall be borne by the party incurring them.
2. Neither party shall be responsible for any of the expenses incurred by the other party.

Arbitrator's Decision

1. The arbitrator's decision and award shall be in writing delivered within thirty (30) days from the date the record is closed.
2. The above time limits may be extended by mutual written consent of the Employer and the Union.
3. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 8: JOB DESCRIPTIONS

The Employer agrees to furnish job descriptions to the Union within sixty (60) days of the effective date of this Agreement. Any proposed changes to the Bargaining Unit employee's job descriptions shall be provided to the Unit Chair and the Business Agent. The Union shall have fifteen (15) business days to voice concerns. If the Union does not respond within the fifteen (15) days, the job description shall be considered accepted as proposed. The parties agree to meet and mutually agree to any revisions if any objections are made within the fifteen (15) business days.

All job descriptions covered by this Agreement shall be attached to the back of this agreement and listed under Appendix A.

ARTICLE 9: LEAVE OF ABSENCE

Section 1. Reasonable Purpose. Leaves of absence without pay not to exceed twelve (12) months may be granted for a reasonable purpose. Such leaves shall be approved by the Town Manager and shall be subject to the discretion of the Selectmen. Any such leaves may be extended or renewed beyond the twelve (12) month period at the discretion of the Selectmen. No leave of absence will be granted to any employee in order to accept employment outside of the Town of Norridgewock. Any individual granted a leave of absence has the option of returning to his/her original position if available or to a substantially equivalent position.

Section 2. Parental Leaves. Parental leave without pay shall be granted for a period of time not to exceed twelve (12) weeks at the request of the employee.

Section 3. Medical Leaves. Medical leaves without pay shall be granted an employee upon proof by their physician that the employee suffers from a condition or occurrence that causes them to be unable to perform their job duties. Such leave shall not exceed a six (6) month period. It may be extended, however, for two (2) additional six (6) month periods at the discretion of the Selectmen. At any time during the medical leave the Selectmen shall have the right to request an independent examination from a medical health professional, and if requested by the Selectmen, such shall be at the Town's expense. In addition, the Selectmen shall have the right to have access to all medical reports and documentation regarding the employee's condition. The employee will be responsible for providing documentation from appropriate medical health professionals that the employee is capable of performing all job-related duties prior to returning to work. Employees, upon return to work, shall be returned to his/her original position if available or to a substantially equivalent position.

Section 4. Educational Leaves. Educational leave without pay may be granted by the Town Manager at the discretion of the Selectmen. The educational leave shall be for the purpose of upgrading the individual's work-related skills or professional ability.

Employees may also request time off without pay to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade their work-related skills or professional ability. If participation by the employee in the educational program is at the request of the Employer, the Employer will pay full costs of the program including wages and benefits.

Classes and seminars approved by the Town Manager for the purpose of updating knowledge of laws, skills, etc. shall be paid for by the Town, as it relates to the bargaining unit employee's position. The employee will be paid at the regular rate of pay for a maximum of the employee's regularly scheduled hours to include any hours worked for that day. When the Town Manager requires the employee to work beyond the employee's regularly scheduled hours, the employee shall be paid time and one-half (1 ½).

Section 5. Continuation of Benefits. During the period of any unpaid leave of absence, all benefits including accrual of sick leave, vacation, holiday pay, and health insurance, (shall be suspended) except that the employee may continue health insurance benefits through the Town at their own expense. This Article is subject to the requirements of the Family Medical Leave Act and any other laws with continuing benefit requirements.

Section 6. Term. The Town of Norridgewock recognizes the rolling year as the 12-month period as it applies to FMLA and will allow its employees to use their available accrued time subject to the provisions of Title 29 Part 825 of the Family Medical Leave Act Subpart B Employee Leave Entitlements Under the Act, with notice to the Town Manager.

ARTICLE 10: EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any Agreement or Contract with its employees, individually or collectively. Any such Agreement shall be null and void.

ARTICLE 11: NON-DISCRIMINATION

Section 1. Both the Employer and the Union agree that neither of them will discriminate against any employee because of sex, race, creed, religious belief, color, age, marital status, national origins, pregnancy, or political affiliation, as these terms are defined and interpreted under the provisions of Title VII of the 1964 Civil Rights Act. Both parties will share equally the responsibility of applying this provision of the Agreement.

Section 2. The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of sex.

ARTICLE 12: SENIORITY

Section 1. A seniority list shall be established naming all the employees covered by this Agreement, with the employee with the greatest seniority (years of service), by classification, listed first. Seniority shall be based upon the employee's last date of permanent hire. Seniority, for the purposes of this Agreement, shall be interpreted to mean length of continuous service only, shall be a major factor in all matters affecting work-shift assignments and shall be the governing factor in all matters affecting layoff, recall, vacation preference, job bids, and overtime provided all other qualifications are equal.

Section 2. In the event that a reduction in the work force becomes necessary, for any reason, then the employee with the least seniority in the classification involved in the reduction shall be laid off first. Unless another employee is interested in being laid off of higher seniority. That employee, if senior to other employees in the bargaining unit in other classifications, shall have bumping rights, but only to the extent that the laid off employee is qualified to fill the position held by the employee with lesser seniority. Any affected employee shall receive a two (2)-calendar week notice in advance of the effective date of the layoff.

Employees on layoff shall be recalled from layoff according to their seniority and given the opportunity to return to work, provided that the employee subject to recall has the skill and ability, as determined by the Town Manager, to fill the vacant position. The Town shall have the responsibility for recall of laid off employees for a period of twelve (12) months subsequent to the date of lay off. The Town shall notify the employee by regular mail at their last usual address of any recall. The employee shall have one (1) week from the date of the notice to indicate whether or not they wish to be re-employed by the Town and shall have two (2) weeks to actually begin employment. The employee shall be responsible for notifying the Town as to any change of address that may occur during the twelve (12) month layoff period.

Section 3. The seniority list shall be brought up to date on January 1st of every year and immediately posted thereafter on bulletin boards for a period of not less than thirty (30) days, and a copy of same shall be sent to AFSCME Council 93 and to the Shop Steward within thirty (30) days after the consummation of the Agreement and on each January 1st thereafter. Any objection to the seniority list, as posted, must be reported to the Employer within ten (10) days from the date posted or it shall stand as accepted.

Section 4. For the purpose of computing continuous service, it is agreed that time incurred while the employee is on leave of absence for educational purposes upon request by the Employee or on vacation, absent because of holiday, sickness or disability of less than twelve (12) months unless extended by mutual agreement, or on layoff of less than three (3) months duration shall be deemed as time worked.

ARTICLE 13: WORK RULES

The Union recognizes the right of the Employer to establish reasonable rules and regulations for the safe, sanitary, and efficient conduct of the Employer's business and reasonable penalties for the violation of such rules and regulations.

Section 1. Existing Rules

The Employer agrees to furnish each employee in the bargaining unit with a copy of all existing work rules and all changed or new work rules within thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of hire.

Section 2. Amendments

When existing rules are changed or new rules are established, they shall be posted prominently on all bulletin boards for a period of fifteen (15) consecutive workdays. A copy of rule changes or new rules shall be given to the Unit Chair and AFSCME Council 93. If the Union wishes to proceed under Section 4, below, to challenge the reasonableness of such changed or new rule, it shall proceed to Step 1 of the grievance procedure within such fifteen (15) working day period. Such action shall delay the effectiveness of such changed or new rule.

Section 3. Compliance

Employees shall comply with all existing rules and also with all new rules unless and until a work rule is modified or nullified in accordance with Section 2 in which instance they shall comply with any modified rule resulting from proceedings under Section 2.

Section 4. Work Rule Grievances

Any complaint as to the reasonableness of any new rule or any change in an existing rule shall be resolved through the grievance procedure by a grievance filed within fifteen (15) working days of the initial posting thereof. Such grievances shall be initiated at Step 2 of the grievance procedure. Failure of the Union to file a grievance within such period shall result in such new rule or changed rule being permanently effective until further changed or revoked by the Employer.

Section 5. Application/Interpretation

A grievance may also be entered with respect to complaints involving discrimination in the application or interpretation of a rule within ten (10) working days of a violation or discovery of a violation as provided in the grievance procedure.

Section 6. Enforcement

Rules shall be uniformly applied and uniformly enforced. Rules shall be reasonable and shall not be in conflict with the terms of this agreement.

ARTICLE 14: SEPARATION OF EMPLOYMENT

Upon discharge, the Employer shall pay all money due to the employee, including vacation pay.

Upon resigning the Employer shall pay all money due to the employee, including vacation pay, on the payday in the week following such resignation.

Upon separation of the employee from employment with the Town for any purpose, the employee shall return property belonging to the Town, to the satisfaction of the Town, such property including but not limited to uniforms.

ARTICLE 15: UNION OFFICER

Section 1. The Employer recognizes the right of the Union to designate a Union Officer and Alternates. The authority of Union Officer and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities.

(a) The investigation and presentation of grievances in accordance with the provisions of Article 7 (Grievance Procedure).

(b) The transmission of such messages and information, which shall originate with and are authorized by the Local Union or its officers, provided such messages and information have been reduced in writing.

Section 2. Union Officer and Alternates have no authority to take strike action or any other action interrupting the Employer's business. The Employer recognizes these limitations upon the authority of the Union Officer and his/her Alternates and shall not hold the Union liable for any unauthorized acts.

Section 3. Shop Stewards shall be permitted to investigate, present, and process grievances on or off the property of the Employer without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime, not to exceed two (2) hours per week, at the usual rate of the regular workweek. Any extension of the workday must be mutually agreed upon by both parties. The Employer may agree to additional hours.

ARTICLE 16: STRIKE/LOCK-OUT

The Union, its agents, and its membership shall not engage in any strikes or slowdowns. The Employer shall not lock out the employees.

ARTICLE 17: PART-TIME EMPLOYEES

The Employer shall not use part-time employees when regular employees are willing and able to fulfill the work requirement. The prohibition shall not apply to usual, seasonal, part-time work, which is not intended to replace work requirements fulfilled by regular employees. Vacation, sick leave, holiday and health benefits for regularly scheduled employees who work less than a forty (40) hour week shall be in proportion to hours worked.

ARTICLE 18: UNION ACTIVITIES

Section 1. Time Off for Union Activities – The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights, and without pay, to any one employee designated by the Union to attend a labor convention or to serve in any capacity or other official Union business, provided forty-eight (48) hours written notice is given to the Employer and the Union specifying the length of time off. The cumulative total of time off for all such employees shall not exceed two (2) working days per calendar year. The Union agrees that, in making its

request for time off for Union activities, due consideration shall be given in order that there shall be no disruption of the employer's operations due to lack of available employees.

Section 2. No Discrimination Because of Union Activities - Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his/her acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of Union membership or activities.

ARTICLE 19: UNION SECURITY

No provisions of the agreement shall be in violation of State or Federal Law. If violations are found or if existing State or Federal Laws are revised, the Parties shall meet and modify the sections of this agreement that are impacted in order to comply with such laws.

ARTICLE 20: BEREAVEMENT LEAVE

Employees shall be granted, subsequent to the death, leave of absence with full pay as follows:

In the event of death of:	Number of Hours
Parents, Spouse, Children, Step-children Grandchildren, Significant Other residing in the employee's household:	Up to 40
Brothers, Sisters, Step-Brothers, Step-Sisters, Grandparents, Parents-in-law:	Up to 24
Brother-in-law, Sister-in-law, Aunt, Uncle, Niece, Nephew:	Up to 8

ARTICLE 21: CALL BACK TIME

An employee who is called back on an unscheduled emergency basis shall receive a minimum of two (2) hours pay at the employee's regular rate of pay plus the time actually worked during call back. The time actually worked shall be at the appropriate rate of pay either straight time or time and one-half. The two-hour call back does not apply to situations when employees are held over at the end of a shift.

Sewer Department Employees will also receive the above call back pay when they perform the minimum daily testing required by DEP on a non-work day.

ARTICLE 22: HEALTH INSURANCE

It is understood by both parties that the parties will explore options for an alternative Health Insurance program (see Article 32) to include discussions on HSAs and if the Parties agree on any such programs the contract will be opened to revise the Collective Bargaining Agreement to

reflect any such agreement. The Employer agrees to offer health insurance coverage to employees under plans offered through the Maine Municipal Employees Health Trust. The Employer agrees to pay the health insurance premiums for the employee only. The Employee agrees to pay for the length of this contract three percent (3%) of the annual cost of health insurance. Employees may choose the Comprehensive Point of Service Plan.

Newly hired employees will be given three percent (3%) of the employee's starting salary for the purpose of purchasing employee benefits, then a prorated amount of their first full year of employment based on the amount earned in their partial first year.

Benefit elections must be made prior to December 14th of each year. The Town will provide benefit election forms prior to December 1st of each year.

Any employee eligible for full coverage who elects to waive health insurance coverage shall receive a monthly payment equal to the amount of forty percent (40%) health insurance premiums for which the employee is eligible. All eligible employees must have healthcare that meets or exceeds Minimal Essential Coverage as determined by the Affordable Care Act. Employees must provide proof of insurance annually or as reasonably requested by the Town Manager.

ARTICLE 23: WORKERS' COMPENSATION INSURANCE

Section 1. Workers' Compensation Provided. The Employer will provide Workers' Compensation benefits to bargaining unit employees who sustain job related injuries, as required under the provisions of State of Maine Worker Compensation Statutes.

Section 2. Wages. The Employer will continue for a period of up to two (2) weeks from the date of the accident to pay the employee's regular weekly pay and benefits. This period may be extended upon showing of good cause at the discretion of the Employer. Any workers' compensation benefit received retroactively for this period of time shall be reimbursed to the Employer.

The purpose of this provision is to provide regular pay while the employee's workers' compensation claim is being processed. It shall end once the claim has been approved. It is not to be considered additional to any workers' compensation benefit.

ARTICLE 24: HOLIDAYS

Section 1. The following days shall be observed as holidays by all regular employees in the bargaining unit and shall be paid at the rate of one day's pay:

New Year's Day	Labor Day
Martin Luther King Day	Indigenous Peoples' Day
Presidents Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Section 2. If a holiday occurs on Saturday or Sunday, the employee shall receive either the preceding Friday or the succeeding Monday before or after the holiday.

Section 3. Work performed on holidays shall be paid at time and one-half (1 ½) times the hourly rate in addition to holiday pay; except for Christmas Day which shall be paid for at two (2) times the hourly rate in addition to holiday pay.

Section 4. In order to be eligible for holiday and/or premium pay for hours worked on a holiday, the employee must work the regularly scheduled day before and after the holiday unless excused.

ARTICLE 25: JURY DUTY PAY

Any pay received, excluding travel time allowance, from the Court shall be paid over to the Employer. The Employer shall pay the employee for his/her normal forty (40) hours of work for each week spent in jury service. If possible, an employee shall return to work if excused from jury duty.

ARTICLE 26: MILITARY LEAVE

Employees enlisting or entering the military service of the United States, pursuant to the provisions of the applicable Federal Statute and amendments thereto shall be granted all rights and privileges provided by the Statute.

ARTICLE 27: MILEAGE & EXPENSES REIMBURSEMENT

Employees will be reimbursed for use of their personal vehicle when authorized by the Town Manager at the rate set by the State of Maine Office of the Controller. To be eligible for reimbursement, reimbursement forms and/or receipts must be submitted within 30 days of date of accrual.

ARTICLE 28: RETIREMENT

The Town agrees to provide retirement benefits through the ICMA 457 Deferred Compensation Plan and for the employee to be covered under the Federal Social Security System. The Town shall contribute 100% matching contributions, up to six percent (6%) of wages that the Employee contributes.

ARTICLE 29: UNIFORMS

The Town will reimburse employees in the Public Works and Sewer Department for the purchase of OSHA-approved safety toed boots. The annual reimbursement shall be no more than one hundred and fifty dollars (\$150.00):

The Town will supply to all Public Works and Sewer Treatment Plant Employees uniforms through a uniform service. To include the following:

- 11 pair of work pants
- 6 long sleeve shirts
- 5 short sleeve shirts
- 1 winter coat
- 1 jacket

The expense of these uniforms will be borne by the Town of Norridgewock with the exception of a \$3.00 (three dollar) weekly service fee paid by each employee toward cleaning charges. This charge will be arranged through payroll deduction.

ARTICLE 30A: EARNED PAID LEAVE

Section 1. Eligibility. Accrual of Earned Paid Leave (EPL) begins on January 1, 2021, or at the start of employment if on or after January 1, 2021, as applicable. Newly hired employees will begin accruing time on their first day of employment, however they cannot use any accrued time until they have been employed for 120 days.

Section 2. Accrual of EPL. Employees are entitled to earn one hour of paid leave for every 40 hours worked, and may only be taken as it is accrued, up to 40 hours in one year of employment. At no time shall an employee have, accrue or use more than 40 hours of EPL in any one year. Accrued but unused EPL hours may be rolled over into the next year, however they cannot exceed 40 hours. For example, if an employee rolls over eight (8) hours from Year 1 into Year 2, the employee will only accrue 32 hours in Year 2. Similarly, if an employee rolls over 40 hours from Year 1 into Year 2, the employee will not accrue any additional hours in Year 2.

Section 3. Use of Accrual. Once employees have been employed for 120 calendar days, they may use EPL for any reason and can use it in increments of at least one hour (60 minutes). EPL shall be provided to any employee that meets the eligibility criteria and will be monitored through use of accruals, TRIO or Excel.

EPL will be paid at the employee's rate of pay as established in the week immediately prior to taking EPL, in accordance with 26 M.R.S. § 637, as amended, and Department of Labor rules governing EPL. An employee does not continue to accrue EPL while out on paid or unpaid leave. However, the days the employee is out on leave do count toward the threshold of 120 days of employment. EPL does not entitle an employee to any additional hours than already allocated in sick accruals under Article 30B.

Section 4. Notice Requirements. Employees must provide at least four (4) weeks' prior notice to the Town Manager of their intent to use this leave, unless leave is for an emergency, illness, or other sudden necessity where advance notice may not be feasible, and then notice must be given as soon as practicable. The Town Manager can deny a requested date of use if it significantly impacts departmental operations. Department hardship may be dependent upon department staffing, events, disaster, or weather emergencies (this is not an all-inclusive list). Use of EPL must be scheduled to prevent undue hardship on the employer as reasonably determined by the Town. An undue hardship is a significant impact on the operation of the Town or one of its departments, or significant expenses, considering the financial resources of the Town, the size of the workforce, and the nature of the department.

By nature, emergency, illness, or sudden necessity are unscheduled. An employee who uses EPL for one of these reasons must report it to the Town Manager as soon as practicable. An emergency or sudden necessity under the EPL is anything within reason that is unforeseen and requires the employee to interrupt his/her work schedule. This includes the care for a person not related to the employee. The Town may request a medical note or other documentation if the leave is for more than three (3) consecutive days. Written documentation may not be required unless over three days, but does require a general description, *i.e.*, illness of a child; illness of a day-care provider; transportation issue.

An employee shall not be disciplined for unscheduled absences with use of earned accrued EPL, unless he or she fails to provide the minimum notification as set forth herein.

Section 5. Separation from Employment. Unused EPL will not be paid out at termination of employment. Any employee who returns to work for the Town within a one-year period of the last day of previous employment will have any unused balance reinstated.

Section 6. Subject to Amendment. The Town and the Union agree to meet for subsequent negotiations regarding this Article, if this Act (EPL), or a substantively similar Act is amended and/or enacted by the State of Maine.

ARTICLE 30B: SICK LEAVE

Section 1. Eligible employees shall be entitled to seven (7) days of sick leave per year accrued at the rate of one day per month at the start of the month up to the maximum of seven (7) days per year, to accumulate to a maximum of one-hundred and forty (140) days. Sick leave shall be earned by an employee, at the foregoing rate, in any month in which the employee is employed for forty (40) or more hours of actual work. (For the purpose of this Article 30B, however, EPL,

earned sick leave, vacation time, holidays, bereavement, jury duty, and call-back hours shall be considered as working time.) The employee may use, with notification sixteen (16) hours of their sick leave as personal days per year. If not used, the personal day time will revert back to accumulated sick time. Sick time shall be used in two-hour increments. Unused sick leave will not be paid out at termination of employment.

Section 2. An eligible employee shall be entitled to sick leave pay when, by reason of “non-service-connected” disabling injury or illness, the employee is unable to perform any of the duties for which the employee is qualified.

Section 3. An employee may use sick leave for the purpose of fulfilling a pre-scheduled dental or doctor’s appointment, with at least forty-eight (48) hours’ notice, excepting emergencies.

Section 4. Family Illness. The Employer agrees to continue to allow the use of sick leave to attend to a family member’s illness. For purposes of this Section, family member shall be defined as the employee’s spouse or significant other residing in the employee’s household and dependent children.

Section 5. In any case, the Town Manager may, in the exercise of the Town Manager’s independent judgment, require further evidence of a claim for sick leave, including a doctor’s certificate, to establish the nature of the employee’s injury or illness and the employee’s inability to perform the work assignment. Such evidence may be requested by the Town Manager after three (3) consecutive sick days have been utilized by the employee or in instances where there is affirmative evidence of abuse of sick leave. In the case where the Town Manager requests a doctor’s certificate, the Town Manager may select a physician but must bear any costs incurred.

ARTICLE 31: VACATIONS

Section 1. The vacation schedule for all regular employees shall be as follows:

After	Vacations (hours)	Maximum Accumulation (hours)
½ year of service	20	20
1 year of service	40	40
2 years of service	80	80
5 years of service	120	120
10 years of service	160	160
15 years of service	200	200

Section 2. Employees must take the vacation due them within that Anniversary Date after the vacation time is earned. Employees will not be permitted to carry over vacation time from one year to the next. Vacation time not taken in that year shall be lost. Exception to this may be permitted for special reasons with prior approval of the Town Manager including, but not limited to when an employee has been unable to use their vacation time due to work requirements.

Section 3. All vacation requests must be responded to within 14 days of request. When more than one employee requests the same vacation period at the same time, the most senior employees request shall be granted. Once any vacation time has been granted (approved) he/she shall not be bumped by a senior employee, or their vacation revoked unless the employee relinquishes their vacation voluntarily.

Section 4. If a holiday occurs during an employee's vacation, the employee shall be granted an additional vacation day off.

Section 5. In the event of dismissal of any employee for just cause, said employee shall be entitled to vacation pay for all unused vacation earned in the preceding anniversary year but shall not be entitled to prorated vacation credits earned in the anniversary year in which the employee is dismissed.

Section 6. In the event that an employee covered hereby dies during the term of this Agreement, the employee's accrued vacation credits, if any, shall be paid in the wage equivalent as follows:

- (a) If an employee dies testate, then to the employee's estate
- (b) If an employee dies intestate, according to the State law

Section 7. Election of vacation shall be by seniority with the most senior employee given preference regarding selection of the employee's vacation time. However, an employee will be given preference only for the employee's first week of vacation until all less senior employees submitting vacation request have received their first week preference by seniority. Thereafter, the vacation preference for additional weeks may be selected by seniority, week by week. Vacation time must be approved by Town Manager.

Section 8. No employee shall be called into work during the employee's vacation except in the case of an emergency. Vacation time shall be credited back to the employee's vacation bank for time actually worked. In no case shall an employee be paid for both vacation and work time.

Section 9. The first forty hours of any accrued leave shall follow the provisions of new Public Law relating to earned time.

ARTICLE 32: WAGES

The following hourly wage increases take effect, as of January 1, 2021:

	01/01/2021	01/01/2022	01/01/2023
Public Works	\$0.60	\$0.60	\$0.60
Sewer	\$0.60	\$0.60	\$0.60
Administration	\$0.60	\$0.60	\$0.60

Longevity Incentive Proposal

Employees will receive longevity incentive which shall be paid hourly and itemized on the standard payroll stub. Longevity incentives shall not be considered base pay, and shall not be compounded. The incentive increases will take place on the employee's anniversary. The longevity incentive program shall be implemented upon ratification of this Agreement. Hourly incentives shall be based on the following:

10 years of service	\$0.25
15 years of service	\$0.50
20 years of service	\$0.75
25 years of service	\$1.00
30 years of service	\$1.25

The following are designed to strengthen and enhance the existing performance evaluation system. It allows two-way communication between the employee and supervisor throughout the year.

1. Notice of an upcoming evaluation will be provided to the supervisor on the first of the month preceding that evaluation date. The supervisor will receive a listing of all employees in their department and each employee's evaluation date each January 1.
2. The employee will receive the employee comment card form for their review on the first of the month preceding that of their anniversary date.
3. Both the employee and supervisor are encouraged to use this opportunity, prior to actually meeting to discuss the employee's evaluation, to prepare issues for that discussion. This preparation should also include review of the existing job description. Any suggested changes to the job description should be reviewed. Any and all changes shall be subject to the Union approval in accordance with the Union Agreement.
4. The Town Manager will then meet with the employee and discuss the past year's performance, determine goals and objectives for the following year, and discuss other related issues, as appropriate.
5. After this meeting the Town Manager will prepare or finalize a draft written evaluation.
6. Once this review is completed, the Town Manager will meet with the employee and give the written evaluation to employee. The employee will sign the evaluation form and return it to the Town Manager with any written comments and/or concerns. The employee comments will be attached to the evaluation and filed in the employee personnel record.
7. Should there be a conflict between the Town Manager and employee over the evaluation the employee may utilize the Union's grievance process as outlined in the Union Agreement.

ARTICLE 33: WORK WEEK – OVERTIME

Section 1. Hours of Work. The regular work week shall be forty (40) hours within a 168-hour period.

Section 2. Over Time. All hours in excess of forty (40) hours per week shall be paid at time and one half (1 1/2) times the base hourly rate. (All hours computed for overtime include holidays, and sick leave). All over time must be approved by the Town Manager or *Designee* in advance of accrual. EXCEPTION: In the event of an emergency that directly affects the safety of the public, and the Town Manager or his/her designee cannot be reached, over time hours may be approved after accrual. (EXAMPLE: storms, sewer plant alarms, and call-ins by law enforcement.)

Section 3. The regular workweek for full time employees will be Monday through Friday.

- The Public Works Department employees' hours will be between 7:00 a.m. to 3:30 p.m. with one-half (1/2) hour unpaid for lunch.
- The Town Office employee hours will be between 8:00 a.m. and 4:30 p.m. with one-half (1/2) hour unpaid for lunch Monday through Wednesday, and Friday. The Town Office employees' hours will be each Thursday from 8:00 a.m. to 6:30 p.m. One employee will work that day from 8:00 a.m. to 4:30 p.m. The other employee will work from 10:00 a.m. to 6:30 p.m. On Selectmen Meeting days, one employee will work that day from 8:00 a.m. to 4:30 p.m. The other employee will work from 11:00 a.m. to 7:30 p.m. Town Office employees will devise a schedule with agreement of the Town Manager.
- Sewer Department Hours will be Monday through Friday 7:00 a.m. to 3:30 p.m., with one-half (1/2) hour unpaid for lunch. In lieu of call-in pay, Sewer Operator will be paid for hours actually worked to the closest half hour at the appropriate rate of pay for any hours worked Friday through Sunday. Sewer employees on call may have use of the Sewer Plant Truck, Friday through Sunday. Mileage will be documented. The Sewer Plant Truck is not to be used for personal use. The Sewer Operator shall have the ability to adjust the Sewer Department work schedule for Town-related unforeseen circumstances. Schedule changes must be mutually agreed to by the Town Manager.

ARTICLE 34: REST PERIODS

Section 1. All employees will be permitted a fifteen (15) minute rest period to be taken as nearly as possible to the middle of each one half (1/2) shift as work requirements permit. Employees who are to work beyond their regular shift for a minimum of two (2) hours will be permitted a fifteen (15) minute rest period before beginning the additional work time. Employees will also be permitted an additional fifteen (15) minute rest period for each four (4) hours of overtime worked to be taken as soon thereafter as work requirements permit.

The Public Works Department will take these breaks where they are working and not commute back to the Highway Garage.

ARTICLE 35: PROBATION

All new employees shall serve a probationary period of six (6) months from the date of hire and shall have no seniority rights during this period, but shall be subject to all other clauses in this Agreement except as follows: All employees who have worked the six (6) month period shall be known as regular permanent employees, as per 26 MRSA 962, and the probationary period shall be considered part of the seniority time providing, however, that the Town shall have the right to

terminate, without compliance with the terms of this Agreement, the employment of any such new employee within the six (6) month period from the commencement of employment.

All newly hired fulltime employees will be evaluated by the Town Manager upon completion of three months of employment and six months of employment. All regularly hired employees will be evaluated by the Town Manager annually.

ARTICLE 36: EMPLOYMENT RESTRICTIONS

No Bargaining Unit Employee may perform any duties of any elected or appointed position that are not included in their negotiated job description during the hours he or she is scheduled to do Bargaining Unit work.

- a. If any Bargaining Unit Member runs and is successful in obtaining any elected position for the Town of Norridgewock, he or she must resign their Bargaining Unit position at time of official appointment to the elected position.
- b. If any person who holds an elected position for the Town of Norridgewock applies and accepts any Bargaining Unit position, they are required to resign their elected position prior to their date of hire.

ARTICLE 37: SEPARABILITY AND SAVINGS

If any Article or Section of this Agreement or if any Supplements or Riders thereto should be held invalid by operation of law or by tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Article or Section to persons or circumstances other than those as to which it had been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitations of time for such written notice.

ARTICLE 38: DURATION OF AGREEMENT

Section 1. The prior agreement shall remain in force and be effective during the period of negotiation. With the exception of amendments to Articles 22 and 24, this Agreement shall be effective as of January 1, 2021 and it shall remain in effect until December 31, 2023. The amendments to Articles 22 and 24 shall be effective upon ratification of this Agreement. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred twenty (120) days prior to the anniversary date that it desires to modify this

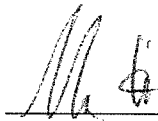
Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.

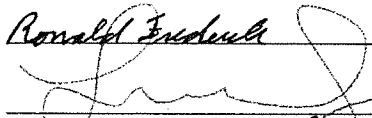
Section 2. During the effective dates of this Agreement, anything not covered in said Agreement shall be reserved as a management right and privilege except wages, hours, and working conditions.

IN WITNESS WHEREOF, the parties hereby have set their hands and seal this 17th day of March, 2021, to be effective as of January 1, 2021.

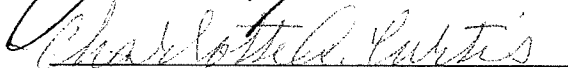
FOR THE EMPLOYER:

INHABITANTS OF THE TOWN OF
NORRIDGEWOCK, MAINE









FOR THE UNION:

COUNCIL 93, AMERICAN
FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, AFL – CIO

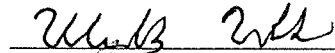




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