

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
TOWN OF READFIELD  
AND  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES

(AFSCME Council 93) LOCAL 2011-00

JULY 1, 2023— December 31, 2025

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## PREAMBLE

Whereas, the Town of Readfield, Maine, (hereinafter referred to as "employer", and Council #93, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union") desire to establish a constructive, cooperative and harmonious relationship; to set forth the entire Agreement in relation to salaries, wages, hours of work and other terms and conditions of employment; to promote effective service towards the accomplishment of the mission of the Town; and to establish an equitable and peaceful procedure for the resolution of differences;

THEREFORE, this Agreement by and between the parties is entered into on

July 1, 2023.

## ARTICLE 1 – RECOGNITION

The Town recognizes the Union as the sole and exclusive Bargaining Agent for the Bargaining Unit for the purpose of collective bargaining and entering into agreements relative to wages, hours of work, working conditions and other terms and conditions of employment.

## ARTICLE 2 - CHECKOFF

### **Section 1 - Dues Deduction**

The Town agrees to deduct Union dues weekly in an amount authorized by the Executive Board of the Union from those members who shall sign a deduction card prior to any deduction being made. The Town shall forward to the Treasurer of AFSCME of Maine, Council #93 such deductions monthly as per the payroll procedures.

Each employee who is a member of the Union shall maintain membership in the Union, provided that such employee may resign from the Union during a period of sixty (60) days prior to the expiration of this Agreement.

The Town agrees to deduct weekly premiums for AFSCME Council 93 benefit plans for members participating in any of the plans offered by AFSCME Council 93 Benefits Trust ;

## **Section 2- Non-Members**

Any present or future regular employee who is not a Union member and who does not make application for membership in the Union shall sign a non – member waiver form. The Union agrees to comply with the procedures established by any State and Federal laws and regulations regarding dues, and representational fee deductions.

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.

## **Section 3 - Employee Rosters**

Upon signing of this agreement, and annually thereafter, the Employer shall supply to the Union a list of all employees covered by this agreement. The list shall include the employees legal name, date of hire, hourly rate, contracted hours, department, job title, work site, work email address, personal email, work phone number, personal phone number, home address as per Maine Statute - Sec. 1. 26 MRSA § 975 . The Employer shall also electronically transmit a list of all new hires, any terminated, or transferred employees within the month following the event.

## **ARTICLE 3 - UNION ACTIVITIES ON THE EMPLOYER PREMISES**

The Employer agrees that during working hours on the departmental premises and without loss of pay, a representative of the Union shall be allowed reasonable time to:

- a) Post Union notices.
- b) Transmit communications, as authorized by the Local Union or AFSCME Council 93, to the Employer or his representative.
- c) Consult with the Employer or his representative concerning the enforcement of any provisions of this agreement.
- d) Attend labor-management committee meetings.
- e) Attend negotiations.
- f) Union activities on non-normally schedule hours shall not be compensated

Duly authorized representatives of the Union shall be permitted:

- a) Access to non-work areas for the purpose of transacting business within the scope of representation.
- b) To enter the work site with an authorized escort as determined by the Employer for the purpose of observing conditions under which employees are employed and to carry out the representative's legal responsibilities.
- c) The duly authorized representative will, in all cases of access, notify the person in charge of the facility, or his or her designee, of his or her presence. Access shall not unreasonably be denied.

The Union shall notify the Town in writing of the names of its duly authorized representatives including any local officers or official within ten (10) days of their election or change.

#### **ARTICLE 4 - NO DISCRIMINATION BY PARTIES**

Employees covered by the Agreement shall have all the rights afforded under Section 963 of Chapter 9 A, Title 26, M.R.S.A. No employee shall be favored or discriminated against by either the Town or the Union because of his or her membership or non-membership in the Union.

The parties to this Agreement agree that pursuant to State and Federal law and Town Ordinance, they shall not unlawfully discriminate against any employees because of race, color, sex, sexual orientation, physical or mental disability, religion, age, ancestry, or national origin.

#### **ARTICLE 5 – MANAGEMENT RIGHTS**

##### Management Rights

The Union agrees that the Town has and will continue to retain the sole and exclusive right to manage its operations and retain all management rights, unless specifically abridged or delegated by the provisions of this Agreement.

Nothing in this Article shall be construed to deprive the employees of any rights specifically set forth in this Agreement or deprive them of the right to the grievance procedure therein.

Outside Labor

The Town reserves the right to contract out but such contracting out shall not cause lay-off or reduce hours of any permanent Town employee.

**ARTICLE 6 - HOURS OF WORK**

The regular workweek for payroll purposes shall begin on Sunday at 12:01 a.m. and end on Saturday at midnight. The workweek for all employees will consist of 5 consecutive days within the workweek except for the Collection Clerk, who shall be scheduled for 4 days within 5 consecutive days and the normal schedule hours of work for employees shall be as follows:

Transfer Station Assistant Manager	38.75 hours per week
Transfer Station Assistant	38.75 hours per week
Town Maintenance Position	40 hours per week
Finance Officer	40 hours per week
General Services Position	40 hours per week

Any employee may by mutual agreement work a flexible 40 hours work week (Monday thru Friday).

Collection Clerk/Select Board Secretary 32 – 40 hours per week in the hours of operation for the “window” including up to 4 hours per week for board meetings and to include special projects. This employee will receive full time benefits.

The current work schedule for all employees will remain in effect for the duration of this agreement, except the Town retains its right to change any employee’s schedule with a 4 month advance notice. The parties agree to enter into good faith bargaining to negotiate the impact of any changes to the current work schedule.

Any employee who works at least five (5) consecutive hours on any day may choose to have a paid lunch break of thirty (30) minutes which may be interrupted, as needed, to serve the public and to answer the telephone or the Employee may choose to have a thirty (30) unpaid lunch that shall not be interrupted.

Each employee shall be in the employee’s respective place of work at the appointed scheduled time. An employee who is absent from work has the responsibility to notify the Town Manager or his/her Supervisor of the reason for such absence, if not previously arranged for, if possible, as soon as possible prior to the starting time of the employee’s workday.

## ARTICLE 7 - OVERTIME

Overtime is defined as time worked in excess of forty (40) hours in any regular workweek for hourly employees. Sick time, Vacation leave, or compensatory time taken during a workweek does not apply when calculating overtime hours. Bereavement leave and Holiday pay would apply when calculating overtime hours. Overtime pay shall be at the rate of one and one-half times the employee's regular hourly pay rate.

An employee whose regular work schedule does not include an approved Saturday, Sunday or legal holiday and who is assigned to work on a Saturday, Sunday or legal holiday shall be compensated at time and a half for each hour or fraction of an hour assigned to be worked on such a day. An employee whose regular work schedule includes Sunday shall be compensated at time and a half for all hours worked on Sunday.

In lieu of overtime pay, an employee may take compensatory time if approved by the Town Manager. Compensatory time shall be accrued at the same rate as all other hours worked in excess of forty hours in the work week. An employee exercising the option to take compensatory time in lieu of overtime compensation shall report the option to take compensatory time to the Town Manager within the pay period in which the compensatory time is earned or as soon thereafter as is practicable and shall be scheduled to be taken only with the approval of the Town Manager. The Employee cannot accrue compensatory time in excess of eighty (80) total hours. An employee who severs employment shall be paid for the value of accrued compensatory time at the employee's final rate of pay. In the event of the death of an employee, compensatory time accumulated in accordance with this policy shall be paid to the beneficiary designated by the employee under the Town's Group Life Insurance or to the estate of the deceased.

Use of compensatory time shall be scheduled at such time or times as shall be mutually agreeable to the employee requesting the leave and the Town Manager and will not be denied except for operational needs.

Any employee who is called out for work outside of and not continuous with his/her regular scheduled hours will be paid a minimum of 2 hours of the employee's regular rate of pay or hours actually worked at the appropriate rate, whichever is greater upon reporting to his or her designated work site. The parties agree if an employee takes home a town vehicle then the vehicle will be consider his/her worksite. This section shall not apply to an employee who is called in 2 hours or less prior to the start of his/her workday and who continues to work that day or shift or to an employee held over at the end of their workday.



**ARTICLE 8 - REST PERIODS**

All employees' work schedules shall provide for a ten (10) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half shift whenever feasible. Employees may leave their work station/building during their ten (10) minute rest period.

**ARTICLE 9 – HOLIDAYS**

The following holidays, as observed by the State, shall be paid holidays for eligible employees when recognized holidays fall on the scheduled workday of the employee. The employee will be paid for the number of hours that the employee was normally scheduled to work on that day.

New Year's Day	Memorial Day	Veterans' Day
Martin Luther King Day	Independence Day	Thanksgiving Day
Presidents' Day	Labor Day	Day after Thanksgiving
Patriots' Day	Indigenous Peoples Day	Christmas Day
Juneteenth		

Whenever a designated holiday falls on a Saturday or on a Sunday, that employee shall receive either the actual holiday off from work, or holiday pay plus-payment at a rate of time and a half the employee's hourly rate for actual hours worked on the holiday, or a "floating holiday" to be taken as time off from work and must be used within the same pay period if the holiday falls on the employee's regular day off, as negotiated with the Town Manager at least one week prior to the holiday.

The Town Manager may require an employee to work part or all of a holiday and such employee shall be compensated in accordance with the section on Overtime.

If the Town chooses to voluntarily close any facility or service on part of a scheduled day prior to a holiday as an early release, the Town agrees to pay regular hourly wages for those pre-scheduled hours. If the Town Manager and employees mutually agree to an early release prior to a holiday the employees may use vacation , compensatory time or unpaid time for the pre-scheduled hours.

In addition to the holidays listed above, any special holiday(s) declared by the President of the United States and the Governor of the State of Maine shall be allowed as an additional holiday.

ARTICLE 10- VACATIONS

Bargaining unit employees shall earn vacation leave as follows:

Time Employed	Days Earned Per Month	Total/Year
0 to less than 24 months employment	1	12
2 years to less than 5 years employment	1 ¼	15
5 years to less than 10 years employment	1 ½	18
10 years or more of employment	1 ¾	21

One day of vacation shall be calculated at the rate of eight (8) hours for a 40-hour work week, and the normal schedule hours for those employee working less than 40 hours a week.

Employees shall be assessed vacation time based on the employee’s weekly scheduled hours.

The employer shall make reasonable effort to approve vacation request. Choice of vacation periods shall be granted to employees based on seniority within the assigned work locations. The parties agree employees upon request will be granted vacation time during the summer months. Employees may request up to 10 consecutive working days of vacation time per each vacation request, with the understanding the Town Manager may limit 5 to 10 consecutive day requests to 1 occurrence during summer months or peak workload periods.

An employee, who is requesting five or more consecutive working days, must submit his/her request at least thirty (30) days in advance. An employee requesting a “one day” vacation must submit the request with at least 48 hours in advance.

Vacation leave shall be accrued through the payroll system and noted on each employee’s payroll check stub in hours accrued to date.

No vacation leave may be taken during the first six (6) months of employment. No vacation may be taken in anticipation of future accruals.

Vacation leave for bargaining unit employees shall not accrue beyond 150 hours or it will be forfeited.

An employee who severs employment shall be paid for the value of accrued vacation leave calculated at the employee’s final rate of pay. In the event of death of an employee, compensation for unused accumulated vacation leave shall be paid to the beneficiary designated by the employee under the Town’s Group Life Insurance or to the estate of the deceased.

Vacations shall be scheduled at such time or times as shall be mutually agreeable to the employee requesting the vacation leave and the Town Manager or his/her designee.

Any vacation time that has been denied by the Town Manager or his/her designee, the employee shall have the option of cashing out the vacation time that was denied or have the opportunity to request alternate days for vacation.

## **ARTICLE 11 - SENIORITY**

### **Section 1 - Definition**

Seniority means an employee's length of continuous service with the Employer since the employee's last date of hire.

### **Section 2 - Probation Period**

The work and conduct of probationary employees shall be subject to close scrutiny and evaluation, and if found to be below satisfactory standards the Town Manager may remove or demote the probationer at any time during the probationary period. Such removals or demotion shall not be subject to review or appeal.

### **Section 3 - Seniority List**

Annually, but no later than February 1, the Town shall post on the Union bulletin board a seniority list; one showing the continuous service of each employee within the Town and their current job classification. A copy of the seniority list will be furnished to the local Union chair when it is posted.

### **Section 5 - Layoff**

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority by classification. Employees will have bumping rights to any position within the unit in which they are currently qualified or would be qualified with a minimal amount of training. Upon separation, employees shall be paid all accumulated unused vacation and/or compensatory time. The Town Manager and the Union shall meet to review the layoff procedure prior to any layoff.

### **Section 6 - Recall**

For a period of Twenty –four (24) months, employees shall be recalled from layoff according to their seniority by classification. For a Twenty –four (24) month period following layoffs, no new employees shall be hired until all qualified employees on layoff status desiring to return to work,

have been recalled. A layoff employee will be considered qualified if the employee can reasonably be expected to learn the essential functions of the job within twenty working days.

Employees returning from layoff status shall retain their seniority that they had upon layoff and any accrued, unpaid balance of sick leave will be restored to their record.

### **Section 7 - Filling of Vacancies**

All unit vacancies will be posted on employee bulletin boards for a period of ten (10) working days. Members of the unit will have an opportunity to apply for the position.

The Town will evaluate all the internal applicants for the position using the job description of the position to evaluate the qualifications of the applicants. In deciding between internal candidates, seniority shall be the deciding factor.

An employee selected to fill a vacancy shall have a period of ninety (90) days to demonstrate his/her capability; however, the Town Manager may extend this period for a subsequent ninety (90) days.

## **ARTICLE 12-SICK LEAVE**

Employees shall accrue one day of sick leave per month shall be based on their normal schedule hours worked, up to a maximum of 450 hours.

Sick leave shall not accrue beyond a maximum of 450 hours for bargaining unit employees. Employees hired prior to November 1, 2015 upon separation of employment in good standing, the employee shall receive 50% of the value of accrued sick time. Employees hired after November 1, 2015 upon separation of employment in good standing, the employee shall receive 0% of the value of accrued sick time. In the event of the death of an employee, compensation for all unused, accumulated sick time shall be paid to the beneficiary designated by the employee under the Town's Group Life Insurance or to the estate of the deceased.

Sick leave may be used only for the following:

- Bona fide employee illness an incapacity;
- Serious illness requiring care of a member(s) of the employee's immediate family or domestic partner as provided for in the Family Medical Leave, 26 M.R.S.A. section 843. For extended use of this provision the employee shall provide the Town Manager with a medical certification of the illness and a statement for the need for care;

- Employee's medical or dental appointments and for transporting a dependent immediate family member to medical and dental appointments.

Immediate family shall be defined as husband, wife, son, daughter, foster child, mother, father, grandmother, grandfather, grandson, granddaughter, in-law, step-relationships, or those sharing a unique relationship with employee, as approved by the Town Manager. A unique relationship shall be defined as a relationship that exists between an employee and another person over a period of time and which evinced a state of responsibility, caring and closeness similar to kinship.

If requested by the Town Manager, an employee who has been on sick leave for more than three consecutive days shall furnish the Town Manager with a certificate from a doctor verifying the incapacity of the employee. If requested by the Town Manager, an employee who has used sick leave for three separate instances for the same ailment or illness during a one month period shall furnish the Town Manager with a certification from a doctor verifying treatment of the employee. Refusal to provide a doctor's certificate as requested by the Town Manager may result in non-payment of sick leave.

The Town Manager shall review all sick leave records periodically and shall investigate any case that indicates abuse of sick leave. Abuse of sick leave shall be subject to disciplinary action.

The Town Manager, at his/her discretion, may require an employee to leave the work place if he or she feels that the employee is too sick or contagious to be at work. The employee may use his or her sick time while out. The employee may return to work the same day if he or she obtains a doctor's certificate stating that the employee is healthy enough to return to the workplace.

### **ARTICLE 13 - MILITARY LEAVE**

An employee who is enlisted in the Armed Forces Reserve or National Guard will be given leave for the time spent in reserve camp, in addition to vacation. For reserve camp leave, in addition to vacation, the employee may receive the difference between his/her normal salary and the total compensation received from the service to which the employee belongs. Leave for reserve camp may not exceed a yearly total of fifteen (15) days. If an employee takes reserve camp leave and vacation at the same time, the employee will receive his/her regular check for vacation and will not receive any additional benefit for time at camp.

Any employee who is drafted into active service in the Armed Forces of the United States while in the service of the Town of Readfield, shall be granted a leave of absence for the period of required military service.

A bargaining unit employee who is a member of the military forces including the Maine Army and Maine Air National Guards and the Reserves of the United States Armed Forces, who, in response to federal or state orders, takes a military leave of absence shall give notice to the Town of their absence for military duty and as required by the Town Manager, obtain a confirmation from the Adjutant General, Camp Keyes, Augusta or applicable reserve component headquarters, of satisfactory completion of their military duties upon return to active employment status with the Town or immediately thereafter.

Any employee who has been on military leave of absence and who is still qualified to perform the duties of the employee's former position, must be reinstated without loss of pay, seniority, benefits, status, and any other incidences or advantages of employment as if the employee had remained continuously employed. The period of absence shall be construed as an absence with leave.

An employee who is on military leave of absence shall continue to accrue normal vacation, sick leave, bonus (if any), advancement and other advantages of employment normally to be anticipated in the employee's particular position.

#### **ARTICLE 14 - LEAVES OF ABSENCE**

##### **Section 1 - Leave of Absence**

The Town Manager may grant leave of absence with pay to permanent bargaining unit employees whenever the Town Manager considers such leave in the Town's best interest. Such leave shall include the leave for the purpose of attending professional conferences, work-related conventions, training institutes, seminars and schools.

Town Manager may grant leave of absence without pay for a period not exceeding thirty (30) days.

##### **Section 2- Unpaid Medical Leave of Absence**

The Town and the Union agree that, for leaves granted under this section, reference is made to the Town's policy governing leaves under the Family Medical Leave Act.

#### **ARTICLE 15 - BEREAVEMENT LEAVE**

Bargaining unit employees may be excused from work for up to five (5) working days immediately following the death of a member of the employee's immediate family as defined in the Sick Leave section. Bereavement leave is for the purpose of handling necessary

arrangements and attendance at the funeral, memorial service or burial. In extenuating circumstances, the Town Manager may grant, upon request from an employee, additional bereavement leave that shall be deducted from the employee's accumulated sick leave.

The Town Manager may on a case-by-case basis grant an employee one (1) workday in each instance with pay for attendance at a funeral, memorial service or burial for a person not covered under the above definition. Unpaid leave may be utilized by an employee for one workday of bereavement leave not covered under the above definition.

Bereavement leave shall be paid only for the employee's regularly scheduled workdays or portion thereof.

#### **ARTICLE 16 - JURY DUTY**

The Town shall pay to an employee called for jury duty on an employee's regular scheduled work day, the employee's regular pay, provided the Town is reimbursed by the employee for all jurors' pay received by that employee except for any mileage stipend. The employee must present an official statement of attendance including the amount of jury duty pay within thirty days from the date the employee received payment.

The Town shall pay an employee subpoenaed as a witness on an employee's regular scheduled work day the employee's regular pay provided the Town is reimbursed by the employee for all witness pay received by that employee. The employee must present an official statement of attendance at court/hearing including the amount of the witness fee received. This provision does not cover an employee of the Town who is a plaintiff in a lawsuit or complaint against the Town.

#### **ARTICLE 17 - UNIFORM AND PROTECTIVE CLOTHING**

For bargaining unit Maintenance employees, Transfer Station employees, and General Services employee the Town will provide annually any required personal protective gear or equipment. The Town will provide an annual boot allowance for the purchase of Bureau of Labor standard Safety Footwear (up to \$150 value), plus \$200 toward the purchase of any work appropriate clothing and/or work appropriate winter clothing as a paid employee benefit. The employee or an approved vendor shall provide receipts for all clothing and footwear allowances.

## **ARTICLE 18 - SEPARATION OF EMPLOYMENT**

All unused accrued vacation and sick time as per Articles 10 and 12 respectively, will be paid upon separation of employment in the employee's final paycheck.

## **ARTICLE 19 - WORKING RULES**

The Town will furnish each new bargaining unit employee with a copy of existing work rules upon employment and update working rules annually, not later than February 28 of each year.

## **ARTICLE 20 - UNION BULLETIN BOARD**

The employer agrees to furnish space for the Union to erect and maintain a bulletin board in a convenient place in the Town Hall.

## **ARTICLE 21 - POLITICAL ACTIVITY**

While an employee is performing the employee's normal work duties, the employee shall refrain from seeking or accepting nomination or election to any office in Readfield Town government, from using the employee's influence in any way for or against any candidate for elective office in Readfield Town government, using the employee's influence for or against any matter that is pending before any Readfield Town Meeting, Select Board or any board or committee appointed by the Select Board. This policy is not to be construed to prevent Town employees from becoming, or continuing to be members of any political organization, from attending political meetings, from expressing the employee's views on political matters, on their own time, or from voting with complete freedom in any election.

## **ARTICLE 22 - COURSE REIMBURSEMENT**

The Town Manager may approve paid time and mileage reimbursement to bargaining unit employees to attend educational courses which are to the benefit of the Town. The Town may



cover the cost of tuition and fees for up to two (2) courses during a fiscal year. The employee shall provide the Town Manager with an official copy of the course grade received upon completion of the course(s) taken. In the event the employee receives a course grade of less than a "C" and/or does not complete the course; the employee shall reimburse the Town for any costs incurred by the Town on behalf of the employee for tuition and fees.

### **ARTICLE 23 – MILEAGE REIMBURSEMENT**

When practical, every effort shall be made for employees to use a Town vehicle for Town purposes. Town employees shall be reimbursed for all actual and necessary use of private motor vehicles on Town business at the current mileage rate established by the Internal Revenue Service, plus tolls and parking charges submitted on an expense report form along with receipts for approval by the Town Manager. Mileage reimbursement shall be determined based upon the most direct round-trip distance between the employee's place of work or home (whichever is less) and destination. Mileage reimbursement for commuting between an employee's home and place of work is not permitted.

Any private motor vehicle used for Town business shall be properly registered and insured by the owner of the vehicle against liability and the operator shall have a valid driver's license. Additionally, a current Maine Motor Vehicle Insurance Identification Card for the privately owned vehicle being utilized shall be within the vehicle. The Town will provide at its expense an additional liability insurance rider to the employee's liability insurance providing the Town insurance coverage in the event the employee is in an accident while driving and conducting Town business.

### **ARTICLE 24 – EXPENSE REIMBURSEMENT**

In addition to mileage, all real, actual and necessary business expenses incurred by an employee shall be reimbursed by the Town when submitted on a Town provided expense report form, along with itemized receipts. All business expenses must be approved by the Town Manager or department head as appropriate. Approved expense report forms, received by the Town, shall be reimbursed within fourteen (14) working days from the signing of the Warrant by the Select Board on which the expenses appear.

## **ARTICLE 25 - PROFESSIONAL DEVELOPMENT**

The Town Manager may approve funds annually for training programs/sessions, seminars and conventions, or in-service training for bargaining unit employees, and if for the actual or anticipated benefit to the Town. The Town shall pay the cost of all fees, tuition and materials, and mileage incurred by an employee in attending a seminar approved for attendance by the Town Manager. The employee shall also be compensated for all time attending Professional Development sessions plus travel time even if outside the normal work day.

For professional development requested by an employee and for which the Town has expended more than \$125 for fees, tuition and materials, the employee shall reimburse the Town for half of the fees, tuition and materials in the event the employee leaves Town employment within six months of the completion of the professional development, or the employee shall reimburse the Town for 25% of the cost of the fees, tuition and materials if the employee leaves Town employment between six months and one year of completion of the professional development activity.

## **ARTICLE 26 – PROFESSIONAL DUES PAYMENTS BY THE TOWN**

The Town shall pay professional dues for bargaining unit employees in certain professional organizations when deemed beneficial to the Town up to one hundred and twenty five dollars (\$125) per fiscal year per bargaining unit employee. The bargaining unit employee must request the Town to pay the dues to the organizations. The following are the guidelines that will be used in the Town's decision as to whether or not certain organizations are eligible under this provision:

- The activities of the organization are those which assist the bargaining unit employee in obtaining training and/or providing better service to the citizens of Readfield;
- The organization's activities are those which specialize in the bargaining unit employee's primary area of work;
- The organizations do not in any way advocate the welfare interests of employees.

## **ARTICLE 27 - PUBLIC AND EMPLOYEE RELATIONS:**

### **Receipt of Gifts:**

A Town employee is prohibited from soliciting or accepting any gift, gratuity, favor, entertainment, loans, or any other item of monetary value from any person, within or outside Town employment, whose interests may be affected by the employee's performance or non-performance of the employee's official duties. Acceptance of nominal gifts, such as food and refreshments in the ordinary course of business meetings, or promotional materials such as pens, notepads and calendars is permitted.

### **Business Activities and Solicitations:**

No Town employee shall engage in any personal business activities during regular scheduled working hours. Personal phone calls, cellular phone calls or electronic mail communication shall be kept to an absolute minimum and only on breaks from regular work hours. No personal toll calls may be made during regular work hours except in the case of an emergency.

### **Confidentiality:**

Town employees having access to confidential information pertaining to persons or property in the Town shall not use this privileged information to the employee's private advantage or to provide others with private advantages. The Town Manager, his/her designee, or department head is responsible for releasing information required under the Freedom of Access Act or "Right To Know" law, Title 1 M.R.S.A., Sections 401 – 410.

## **ARTICLE 28 - HEALTH INSURANCE BENEFITS**

### **Section 1 – Health Insurance**

The Town shall provide all bargaining unit employees with 100% paid medical insurance with coverage and benefits under the MMEHT POS 200 plan to all eligible employees. If requested by the bargaining unit employee, medical and/or dental coverage for the dependents of this category of employees may be included on the Town's policy at the employee expense.

Town will establish an employee account in the amount equal to the maximum out of pocket requirements for this plan to be paid towards the out of pocket maximum associated with the POS 200 plan. The Town will maintain this amount for each employee yearly. If the employee wishes to use the MMEHT POSC plan they will be responsible to pay any fee difference above the POS 200 plan.

#### **Section 2 - Dental Insurance**

The Town shall pay and provide the full cost of employee coverage dental plan.

#### **Section 3 - Income Protection**

The Town shall offer all bargaining unit employees who meet the insurer's eligibility requirements the opportunity to enroll in a short-term disability income Protection Plan (IPP will cover benefits up to 70% of an employee's salary.)

#### **Section 4 – Life Insurance:**

The Town shall provide each bargaining unit employee with term life insurance equal to the employee's annual projected wages, without consideration of overtime, rounded down to the nearest thousand dollars.

#### **Section 5 - Cash in Lieu of Insurance**

Any bargaining unit employees may take the option of having the Town provide cash in lieu of insurance coverage upon proof of their enrollment in an alternate medical and/or dental insurance plan at a rate of one-half (50%) of the cost of enrollment in the Town's plan. Such reimbursement shall be paid monthly.

#### **Section 6 - Vision Plan**

The Town will implement the MMEHT or an equivalent plan vision plan. The Town will pay one hundred percent (100%) of the monthly premiums towards single coverage for employees.

### **ARTICLE 29 – PERSONNEL FILES**

There shall be only one (1) personnel file for each employee. The file shall be kept under conditions that insure its integrity and safekeeping. The Town Manager shall be responsible for maintaining each employee's personnel file. No other personnel file shall be maintained.

An employee may request from the Town Manager or the Town Manager's designee a review of his/her personnel file. Each employee shall have prompt access to their personnel file and the right to copy documents contained therein during normal work hours, under the supervision of the Town Manager or the Town Manager's designee. Select Board will have access to the index of the employee's personnel file, in the presence of the Town Manager or his/her designee, for the purpose of reviewing the file prior to any grievance step involving the Select Board. An employee shall be afforded the right to permanently attach a response to any document in their personnel file so long as the Town Manager is present.

No document, letter, recommendation or performance review shall be placed in any employee's personnel file unless the affected employee is given a copy of same. Said copy shall be provided/mailed to the employee at the same time it is placed in the personnel file. Anonymous or un-attributed material shall not be placed in the personnel file.

By mutual consent between the employee and the Town Manager, any item contained in an employee's personnel file may be removed. The index will reflect dates of removal of any document. All bargaining unit employee's files must be kept securely at the Town Office.

### **ARTICLE 30 - STORM DELAYED OPENINGS AND EARLY CLOSINGS:**

The Town Manager may delay employees reporting to work due to inclement weather or may excuse employees from continuing to work to the end of the employee's normal workday. If the Town chooses to voluntarily close any facility or service on part of a scheduled day due to a storm closure either as a full day, delayed opening or early release, the Town agrees to pay regular hourly wages to employees affected by the closure for those pre-scheduled hours. Any employee required to work during a storm closure shall receive double time pay or compensatory time for all hours actually worked. A delayed opening or early closure should be announced on local radio stations and on the Town's website. The Town Manager may contact employees via telephone or their email address for delayed openings or for early closures. Employees anticipating a delayed opening must call the Town Manager within one hour of scheduled starting time if they have not already been contacted. An employee who feels unsafe driving to and from work during an inclement weather event, when the Town offices remain open, may opt to use their vacation time, compensatory time or unpaid time during an inclement weather event to cover their regular schedule hours.



If an employee receives 49 points or less, they shall be given an opportunity to improve their score with an interim evaluation at six months. If they receive a merit bonus qualifying score, they will earn a bonus equal to 50% of the bonus level achieved.

New employees must complete one full year of service prior to becoming eligible for a merit bonus based on their second full year of performance.

Management may only change or modify the evaluation system for the duration of this contract under mutual agreement with the union.

### **ARTICLE 32 - GRIEVANCE PROCEDURE**

**Section 1-** The purpose of this Article is to establish a procedure for the settlement of grievances between the employees, the Union and the Employer.

**Section 2 -** A "grievance" is any dispute, controversy or complaint arising out of or concerning the interpretation or application of the terms of this Agreement or work rule. Time limits may be extended only with the written consent of the Employer and the Union. When a grievance involves an employee, the employee shall be entitled to a Union representative and it shall be settled as follows:

**STEP 1:** If an employee has a grievance, the employee, accompanied by a Union representative shall present the grievance in writing to the Town Manager or her/ his designee who shall, within ten (10) working days, of the date of the grievance or employee's knowledge of its occurrence discuss the grievance with the employee and the Unit Chair and/or a Union official. Within ten (10) working days of the discussion of the grievance, the Town Manager or her/ his designee shall render a decision in writing stating all reasons for his/her decision.

**STEP 2 -** If a satisfactory settlement is not made of the grievance in Step 1, the Union shall, within ten (10) working days after receipt of the answer in Step 2 is due, present the grievance in writing to the Select Board Chair who shall, within ten (10) working days, schedule a meeting as soon as possible in executive session to discuss the grievance with the employee and the Unit Chair and/or a Union official. The Employer recognizes that proper notice of Step 2 and other grievance meetings is a necessary component of timeliness, and that the Union has a right to sufficient time to prepare its case(s). The Employer agrees that all Unit Chair and grievant(s) involved in grievance step meetings will be notified by the Employer in writing of the time and place of the grievance hearing at least three (3) working days in advance. The Employer will schedule grievance meetings in order to facilitate efficient attendance and witness availability.

Within ten (10) working days of the discussion of the grievance, the Select Board shall render a decision in writing stating all reasons for their decision.

**STEP 3** - If the grievance is not resolved herein above, the Union may submit the grievance to binding arbitration within sixty (60) days after the response to Step 2 is due. The Union shall notify the Employer of its intent to seek arbitration. The Union shall notify the Labor Relations Connection requesting an arbitrator from Maine or adjoining states. The parties as well as the aggrieved employee, if any, shall be bound by his/her award. Should either party default in appearing, the arbitrator may proceed to hear the case and render an award which shall be final and binding. Questions of arbitrability shall be decided by the arbitrator.

**Section 3** - The parties shall split the cost of the Labor Relations Connection, the arbitrator and the hearing room. Each party shall bear the costs of their own witnesses and counsel.

**Section 4** At either party's request, a stenographic record or recording of the arbitration hearing may be made, the cost thereof to be borne by the party making the request unless the other party wants a copy. In such event, both parties shall equally share the cost of all the transcript(s).

Arbitration Act, Title 14 M.R.S.A., 5927 et seq. and the decision reached by the Arbitrator shall be binding on the parties.

Neither the Town Manager nor the Select Board nor any Town official or employee shall take any retaliatory action against any employee who has used or who is expected to use this grievance procedure.

### **ARTICLE 33 - NO STRIKE PROVISION**

The Union, Local 2011, Council #93, AFSCME- affirms that it will not engage in a strike or work slowdown, nor shall it cause, condone, encourage or instigate a strike or work slowdown against the Town of Readfield, Maine, nor will it assist or participate in any strike; nor shall it impose upon its members any obligation to assist, conduct, or participate in such a strike.

### **ARTICLE 34 – RETIREMENT**

The Town agrees for each Employee, who has completed their probationary period, the Town shall contribute six (6) percent of each bargaining unit employee's wages to an Internal Revenue Service qualified retirement fund on behalf of the bargaining unit employee.



In addition to the six (6) percent the Town will match up to an additional three (3) percent of the employee's contribution to an Internal Revenue Service qualified retirement fund.

### ARTICLE 35 - DISCIPLINE AND DISCHARGE

The Town will not discipline, discharge or suspend any employee without just cause.

The Town agrees to follow principles of progressive discipline with the general steps including verbal reprimand, written reprimand, suspension with pay, suspension without pay and discharge.

**Verbal Reprimand:** For most first-time occurrences of performance or behavioral problems, the Town Manager shall discuss the matter with the employee, and orally inform the employee that the employee has received a verbal reprimand. There shall be a letter stating that a verbal reprimand has been issued placed within the employee's personnel file for a period of six months. Should there be no further disciplinary actions within the six months; the letter shall be removed from the personnel file.

**Written Reprimand:** The Town Manager shall discuss subsequent occurrences of performance or behavioral problems with the employee, and shall thereafter, if warranted, issue a written reprimand to the employee a copy of which shall be placed in the employee's personnel file within thirty-six (36) hours. Should there be no further disciplinary actions within one (1) year; the letter shall be removed from the personnel file.

**Suspension With or Without Pay:** When, after receiving either a verbal or written reprimand, an employee persists in unsatisfactory performance or behavior, or when serious misfeasance, malfeasance or nonfeasance has occurred, the Town Manager may suspend an employee with or without pay for not more than ten (10) consecutive working days. Any bargaining unit employee who is suspended without pay shall be given a "Loudermill" hearing prior to being placed on unpaid leave or suspension. Vacation and sick leave accruals and health insurance coverage and Town payments shall not be affected by suspension with or without pay. The Town Manager shall provide the affected employee who is suspended with or without pay the reasons in writing for taking such action and a copy of the written reasons shall be timely placed in the employee's personnel file. Should there be no further disciplinary actions within eighteen (18) months; the letter shall be removed from the personnel file.

**Dismissal for just cause:** When previous disciplinary actions have been unsuccessful in changing the unsatisfactory performance or in instances of gross misconduct, the Town Manager shall conduct a "Loudermill" hearing prior to dismissing the employee. The Town Manager shall provide the reasons in writing for taking such action and a copy of the reasons shall be

timely placed in the employee's personnel file and concomitantly mailed or given to the dismissed employee.

**APPEALS:**

A disciplined employee may appeal any disciplinary action in accordance with the grievance procedure.

**ARTICLE 36 - GENERAL RULES**

**SMOKING PROHIBITED:**

Smoking, E –Cigarettes or Tobacco products is prohibited in all buildings and on all grounds, owned, leased or otherwise used by the Town.

**DRUGS AND ALCOHOL:**

The Town of Readfield has a zero tolerance policy for the possession, use or distribution of illegal drugs (including prescription drugs for which the employee does not have a prescription), or alcohol for its employees in the workplace. The possession, use, showing up to work under the influence of, or distribution of illegal drugs (including prescription drugs for which the employee does not have a prescription), or alcohol is prohibited in the workplace and the work area and is cause for dismissal.

**USE OF TOWN HEAVY EQUIPMENT:**

No employee shall operate the Town's owned or leased heavy equipment unless the employee has been appropriately trained, licensed and/or certified in the use of the heavy equipment and the Town Manager or designee has certified in writing that the employee is knowledgeable in the proper operation of the heavy equipment. The employee shall maintain such licenses and/or certifications and the Town shall pay for such training necessary to maintain the licenses, and/or certifications. Town equipment shall not be used for personal projects.

**LOSS OF JOB AS A RESULT OF LOSS OF LICENSE OR CERTIFICATION:**

If an employee in a specific position is required to possess a valid license and/or class of license or certification, then it shall be a condition of employment for the employee to maintain such license and/or certification. Failure to maintain such license and/or certification may result in job loss or reassignment to an alternative position. The cost of an employee's license or certification required as a condition of employment and the cost of an employee's taking courses,

seminars or workshops to renew the license or certification and that is used solely for work for the Town of Readfield shall be reimbursed to the employee by the Town. Any such loss of license must be reported to the Town Manager within 24 hours of the next work day.

### **ARTICLE 37 – TIME KEEPING**

Accurately recording time worked is the responsibility of each hourly employee. Federal and State laws require the Town of Readfield to keep an accurate record of time worked in order to calculate employee wages. Time worked is the time actually spent on the job performing assigned duties.

Each employee shall accurately record the time they begin and end their work. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work shall be performed only with prior approval from the Town Manager or his/her designee.

Altering, falsifying, tampering with time records or recording time on another employee's time record shall result in disciplinary action, up to and including termination of employment.

It is the employee's responsibility to sign his/her time record to certify the accuracy of all time recorded. Time records shall be countersigned by the employee's supervisor.

### **ARTICLE 38 - SEPARABILITY AND SAVINGS CLAUSE**

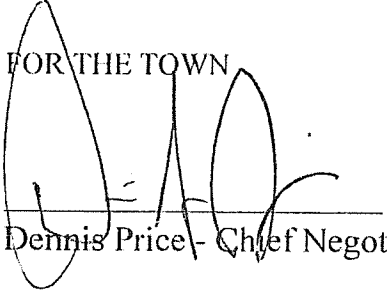
If any article or section of this Agreement, or any supplement thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and its supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for said article or section.

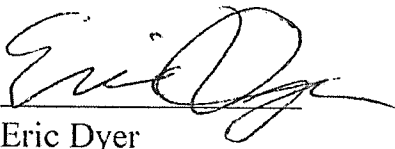
ARTICLE 39 – TERMINATION

This Agreement shall be effective as of the first day of July 2023 and shall remain in full force and effect until December 31, 2025. The Contract shall be automatically renewed for succeeding one-year periods unless either party shall notify the other to renegotiate at least one hundred twenty (120) days before June 30<sup>th</sup>. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations.

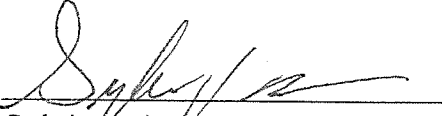
IN WITNESS WHEREOF, the parties hereto have set their hands this day of May 9, TOWN  
OF READFIELD 2023

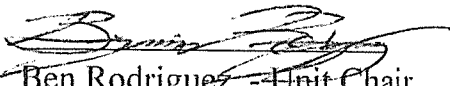
FOR THE TOWN

  
Dennis Price - Chief Negotiator

  
Eric Dyer  
Town Manager

FOR THE UNION

  
Sylvia Hebert - Chief Negotiator  
AFSCME Staff Representative

  
Ben Rodriguez - Unit Chair  
AFSCME negotiating team